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BIODIVERSITY MANAGEMENT BUREAU**

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BIDDING DOCUMENTS

PROPOSED IMPROVEMENT OF MADISON LINEAR PARK (ABC:P342,634.06)

**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



Republic of the Philippines
Department of Environment and Natural Resources

BIODIVERSITY MANAGEMENT BUREAU

Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, 1100 Quezon City

Tel. Nos.: (632) 8924-6031 to 35 | Fax: (632) 8924-0109, (632) 8920-4417

Website: <https://bmb.gov.ph> | E-mail Address: bmb@bmb.gov.ph

INVITATION TO BID

No. 2024-038

The Biodiversity Management Bureau (BMB), through the Bids and Awards Committee (BAC) invites contractors to bid for the hereunder project:

Name of Project : **PROPOSED IMPROVEMENT OF MADISON LINEAR PARK**
Brief Description : Furnishing of labor, materials and equipment necessary to complete the project located at Brgy. Mariana, District 4, Quezon City
Approved Budget
For the Contract : P342,634.06
Source of Funding : Trust Receipts
Contract Duration : 30 Calendar Days

Prospective bidders should have completed a similar contract with a value of at least 50% of the ABC, and have key personnel and equipment available for the execution of the contract. Conduct of a site inspection is a requirement before the submission of bid proposals. The deadline for submission of bid proposals will be on NOV 04 2024 at the BMB-BAC Secretariat, Administrative and Finance Building, Ninoy Aquino Parks and Wildlife Center, North Avenue, Diliman, Quezon City. The BAC will conduct post-qualification of the lowest calculated bid.

A complete set of Bidding Documents may be acquired by interested Bidders starting OCT 18 2024, 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 Hundred Pesos (P500.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

The **Biodiversity Management Bureau** will hold a Pre-Bid Conference on OCT 21 2024 **1:30 p.m.** at **BMB Conference Room, Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City** which shall be open to prospective bidders.

The Biodiversity Management Bureau will assume no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of the bid.

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 **PROPOSED IMPROVEMENT OF MADISON LINEAR PARK** with Project Identification Number **ITB No. 2024-038**.

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 2024** in the amount of **P342,634.06**.

2.2. The source of funding is:

- a. Trust Receipts

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, ***Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City, 1:30PM*** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. **Clarification and Amendment of Bidding Documents**

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

15. Bid Security

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

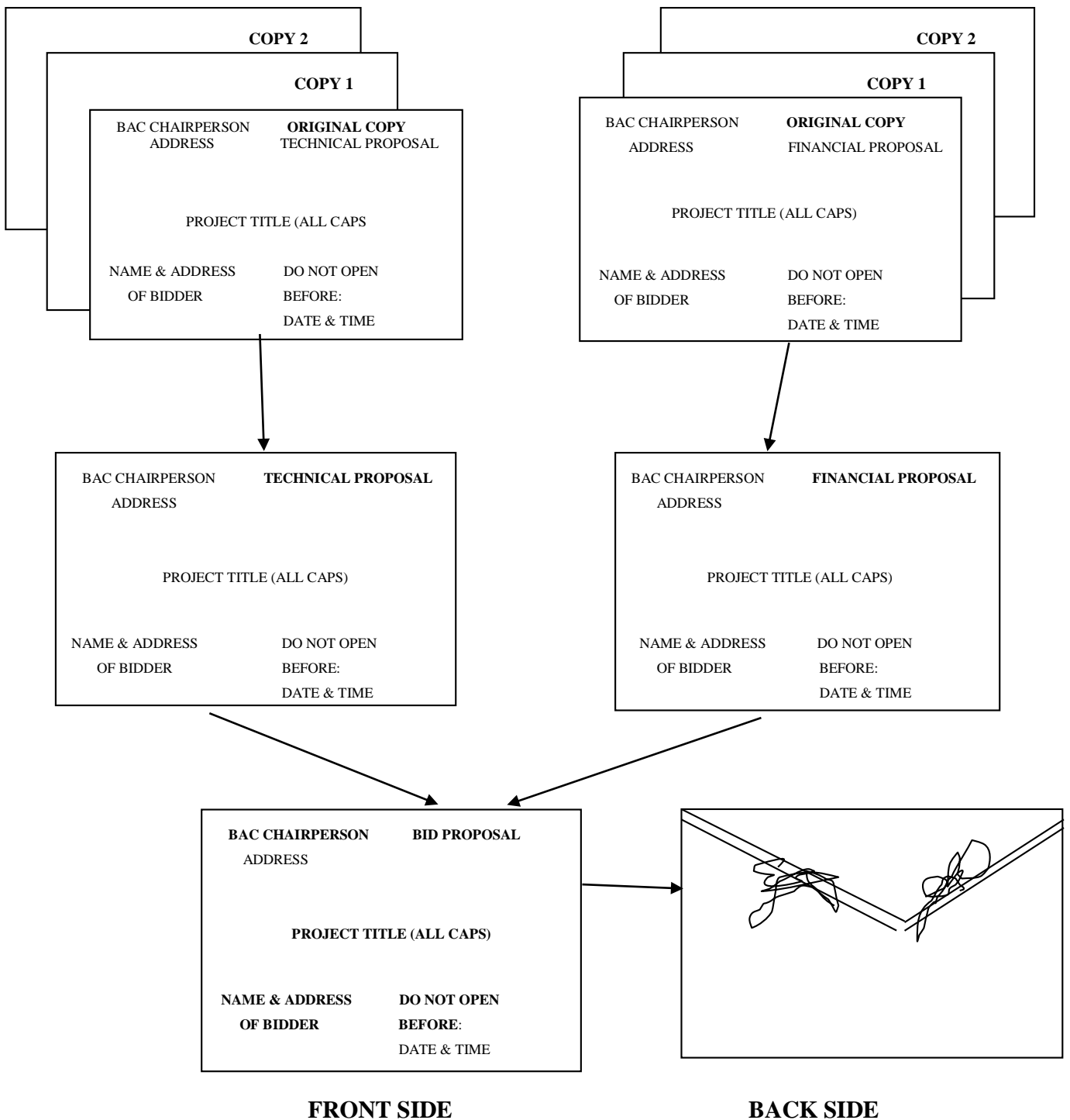
15.2. The Bid and bid security shall be valid until **120 Calendar Days**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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



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	<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 similar structures</i></p>
7.1	<p><i>[Specify the portions of Works and the maximum percentage allowed to be subcontracted, which shall not be significant, or material components of the Project as determined by the Procuring Entity.]</i></p> <p style="text-align: center;"><i>Sub-contracting is not allowed</i></p>
10.3	<p><i>[Specify if another Contractor license or permit is required.]</i></p> <p style="text-align: center;"><i>Philippine Contractor's Accreditation Board (PCAB) License</i></p>
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p>
10.5	<p>The minimum major equipment requirements are the following:</p>
12	<p><i>[Insert Value Engineering clause if allowed.]</i></p> <p style="text-align: center;"><i>Not Applicable</i></p>
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 P6,852.68 equivalent to two (2%) of ABC: P342,634.06 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 P17,131.70 equivalent to five (5%) of ABC: P342,634.06 if bid security is in Surety Bond.
19.2	<p style="text-align: center;"><i>Partial bids are not allowed</i></p>
20	<p><i>[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.]</i></p>

21	Construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE.
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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. Day works

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 Day works 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 completions dates</i>
4.1	<p><i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i></p> <p><i>Possession of the site shall be delivered within ten (10) days from the issuance of the Notice to Proceed</i></p>
6	<p>The site investigation reports are: <i>[list here the required site investigation reports.]</i></p> <p><i>c/o Engr. Melchor Q. Bangaoil</i></p>
7.2	<p><i>Warranty: Two 2 years</i></p> <p><i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:]</i></p>
10	No day works are applicable to the contract
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 7 <i>Calendar days</i> of delivery of the Notice of Award.
11.2	<p>The amount to be withheld for late submission of an updated Program of Work is</p> <p style="text-align: center;"><i>P500.00</i></p>
13	<p>The amount of the advance payment is</p> <p style="text-align: center;"><i>15% of the total contract price upon written request of the Contractor</i></p>
14	<i>Materials and equipment delivered on the site but not completely put in place shall be included in the payment.</i>
15.1	<p>The date by which operating, and maintenance manuals are required is</p> <p style="text-align: center;"><i>Not Applicable</i></p>

	<p>The date by which “as built” drawings are required is</p> <p><i>Seven (7) calendar days upon completion of the project.</i></p>
15.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is</p> <p><i>P500.00</i></p>

Section VI. Specifications



Republika ng Pilipinas
Lungsod Quezon

PARKS DEVELOPMENT & ADMINISTRATION DEPARTMENT



PROJECT TITLE : **PROPOSED IMPROVEMENT OF MADISON LINEAR PARK**
LOCATION : **BARANGAY MARIANA, DISTRICT 4, QUEZON CITY**

TECHNICAL SPECIFICATIONS

I. GENERAL REQUIREMENTS

- A. Comply with the current and existing laws, ordinances and applicable codes, rules and regulations, and standards. Any works performed contrary to the existing laws, rules and regulations, ordinances and standards without notice shall bear all cost arising therefrom.
- B. Drawings, specifications, codes and standards are minimum requirements. Where requirements differ, the more stringent apply.
- C. Should there be any change(s) in drawings or specifications, it is required to comply with the governing regulations, notify the implementing agency.
- D. Photographs shall be taken as, when and where directed at intervals of not more than one month. The photographs shall be sufficient in number and location, to record the exact progress of the works. The photographs shall be retained and will become the property of the Government.
- E. Site verification / inspection shall be conducted to validate the scope of works. No extra compensation and extension of time shall be given due to negligence or inadvertence.
- F. The quality of materials shall be of the best grade of their respective kinds for the purpose. The work shall also be performed in the best and most capable manner in strict accordance with requirements of the plans and details. All materials not conforming to the requirements of these specifications shall be considered as defective.
- G. All equipment and installations shall meet or exceed minimum requirements of the standards and codes.
- H. Mobilization and Demobilization (if applicable)
 1. Mobilization shall include all activities and related costs for transportation of personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the operations at the site.
 2. Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not anymore required within the construction site including the disassembly, removal and site clean-up of offices and other facilities assembled on the site specifically for this contract.
- I. Execute work in strict accordance with the best practices of the trades in a thorough, substantial, workmanlike manner by competent workmen. Provide a competent, experienced, full-time supervisor who is authorized to make decisions on behalf of the Contractor.
- J. Temporary Facilities and Utilities
 1. All facilities shall be near the job site, where necessary and shall conform to the best standard for the required types.
 2. Temporary facilities shall be provided and maintained including sanitary facilities and first aid stations.
 3. Temporary utilities shall be sufficiently provided until the completion of the project such as water, power and communication.

4. Temporary enclosure shall be provided around the construction site with adequate guard lights, railings and proper signage.
 5. Temporary roadways shall be constructed and maintained to sustain loads to be carried on them during the entire construction period.
 6. Upon completion of the work, the temporary facilities shall be demolished, hauled-out and disposed properly.
- K. Adequate construction safety and health protection shall be provided at all times during the execution of work to both workers and property.
1. A fully-trained Medical Aide shall be employed permanently on the site who shall be engaged solely to medical duties.
 2. Additional safety precautions shall be provided in the event of a pandemic. Protocols set forth by the government shall be strictly followed.
 3. Personal Protective Equipment (PPE) shall consist of safety helmet/hard hat, safety reflectorized vest, safety insulated gloves, dust mask, safety shoes, safety goggles. Every skilled and unskilled worker, and the project foreman shall be provided PPE by the Contractor. Consideration of quantity shall be made for the Project Engineer, Materials Engineer, Safety Officer/Practitioner (as required) and project driver.
 4. Construction safety materials shall consist of safety net, fire extinguisher and safety signage and posters.
- L. Necessary protections to the adjacent property shall be provided to avoid untoward incidents / accidents.
- M. Final cleaning of the work shall be employed prior to the final inspection for the certification of final acceptance. Final cleaning shall be applied on each surface or unit of work and shall be of condition expected for a building cleaning and maintenance program.

II. SITE WORKS

- A. All grades, lines, levels and dimensions shall be verified as indicated on the plans and details. Any discrepancies or inconsistencies shall be reported before commencing work.
- B. This Item shall consist of the removal wholly or in part, and satisfactory disposal of all buildings, fences, structures, old pavements, abandoned pipe lines, and any other obstructions which are not designated or permitted to remain, except for the obstructions to be removed and disposed of under other items in the Contract.

Removal and/or demolition of existing structures shall be done in accordance to safety procedures.

III. CIVIL / STRUCTURAL WORKS

A. CONCRETE WORKS

1. Delivery, Storage, and Handling: All materials shall be so delivered, stored, and handled as to prevent the inclusion of foreign materials and the damage of materials by water or breakage. Package materials shall be delivered and stored in original packages until ready to be used. Packages or materials showing evidence of water or other damage shall be rejected.
2. Unless otherwise specified herein, concrete works shall conform to the requirements of the ACI Building Code. Full cooperation shall be given on trades to install embedded items. Provisions shall be made for setting items not placed in the forms. Before concrete is placed, embedded items shall have been inspected and tested for concrete aggregates and other materials shall have been done.

3. Materials

- a. Cement for concrete shall conform to the requirements of specifications for Portland Cement (ASTM C – 150).
- b. Water used in mixing concrete shall be clean and free from other injurious amounts of oils, acids, alkaline, organic materials or other substances that may be deleterious to concrete or steel.
- c. Fine aggregates shall be beach or river sand conforming to ASTM C33, "Specification for Concrete Aggregates". Sand particle shall be coarse, sharp, clean free from salt, dust, loam, dirt and all foreign matters.
- d. Coarse aggregates shall be either natural gravel or crushed rock conforming to the "Specifications for Concrete Aggregates (ASTM C33). The minimum size of aggregates shall be larger than one fifth (1/5) of the narrowest dimensions between sides of the forms within which the concrete is to be cast nor larger than three fourths (3/4) of the minimum clear spacing between reinforcing bars or between reinforcing bars and forms.

4. Proportioning and Mixing

- a. Proportioning and mixing of concrete shall conform to the requirements for Item 405 of the standard specification with the following proportions:

Cement: Sand: Gravel
Class "A" - 1: 2: 3
Class "B" - 1: 2: 4
Class "C" - 1: 2 ½
- b. Concrete mixture to be used for concrete shall conform with the structural requirements.
- c. Mixing – concrete shall be machine mixed. Mixing shall begin within 30 minutes after the cement has been added to the aggregates.

5. Forms

- a. General – Forms shall be used whatever necessary to confine the concrete and shape it to the required lines, or to insure the concrete of contamination with materials caving from adjacent, excavated surfaces. Forms shall have sufficient strength to withstand the pressure resulting from placement and vibration of the concrete, and shall be maintained rigidly in correct position. Forms shall be sufficiently tight to prevent loss or mortar from the concrete. Forms shall be atleast ¼" (6mm) thick ordinary plywood or approved equivalent and form lumber.
- b. Cleaning of Forms – before placing the concrete, the contact surfaces of the formed hall be cleaned of encrustations of mortar, the grout or other foreign material.
- c. Removal of Forms – forms shall be removed in a manner which will prevent damage to the concrete. Forms shall not be removed without approval. Any repairs of surface imperfections shall be formed at once and airing shall be started as soon as the surface is sufficiently hard to permit it without further damage.

6. Placing Reinforcement:

Steel reinforcement shall be provided as indicated, together with all necessary tie wires, chairs, spacers, supports and other devices necessary to install and secure the reinforcement properly. All reinforcement, when placed, shall be free from loose, flaky rust and scale, oil, grease, clay and other coating and foreign substances that would reduce or destroy its bond with concrete. Reinforcement shall be placed accurately and secured in place by use of metal or concrete supports, spacers and ties. Such supports shall be used in such manner that they will not be exposed or contribute in any way, to the discoloration or deterioration of the concrete.

7. Conveying and Placing Concrete:

- a. Conveying – concrete shall be conveyed from mixer to forms as rapidly as applicable, by methods which will prevent segregation, or loss of ingredients. There will be no vertical drop greater than 1.5 meters except where suitable equipment is provided to prevent segregation and where specifically authorized.
- b. Placing – concrete shall be worked readily into the corners and angles of the forms and around all reinforcement and imbedded items without permitting the material to segregate, concrete shall be deposited as close as possible to its final position in the forms so that flow within the mass does not exceed two (2) meters and consequently segregation is reduced to a minimum near forms or embedded items, or elsewhere as directed, the discharge shall be so controlled that the concrete may be effectively compacted into horizontal layers not exceeding 30 centimeters in depth within the maximum lateral movement specified.
- c. Time interval between mixing and placing. Concrete shall be placed before initial set has occurred and before it has contained its water content for more than 45 minutes. No concrete mix shall be placed before 60 complete revolution of the machine mixer.
- d. Consolidation of Concrete – concrete shall be consolidated with the aid of mechanical vibrating equipment and supplemented by the hand spading and tamping. Vibrators shall not be inserted into lower cased that have commenced initial set; and reinforcement embedded in concrete beginning to set or already set shall not be disturbed by vibrators. Consolidation around major embedded parts shall by hand spading and tamping and vibrators shall not be used.
- e. Placing Concrete through reinforcement – In placing concrete through reinforcement, care shall be taken that no segregation of the coarse aggregate occurs. On the bottom of beams and slabs, where the congestion of steel near the forms makes placing difficult, a layer of mortar of the same cement-sand ratios as used in concrete shall be first deposited to cover the surfaces.

8. Curing

- a. General – All concrete shall be moist cured for a period not less than seven (7) consecutive days by an approved method or combination applicable to local conditions.
- b. Moist Curing – The surface of the concrete shall be kept continuously wet by covering with burlap plastic or other approved materials thoroughly saturated with water and keeping the covering spraying or intermittent hosing.

9. Finishing

- a. Concrete surfaces shall not be plastered unless otherwise indicated. Exposed concrete surfaces shall be formed with plywood, and after removal of forms, the surfaces shall be smooth, true to line and shall present or finished appearance except for minor defects which can be easily repaired with patching with cement mortar, or can be ground to a smooth surface to remove all joint marks of the form works.

B. MASONRY WORKS

1. Masonry Units (Concrete Hollow Blocks):

- a. 100mm thick for all interior walls unless otherwise indicated.
- b. Use 400 psi for non-load bearing blocks and 700 psi for load bearing blocks where required.

2. Sand:

S-1, washed, clean and greenish in color.

3. Mortar:

One part Portland cement and two parts sand and water but not more than three parts sand and water.

4. Reinforcement

The concrete hollow blocks shall be reinforced with 10mm diameter deformed bar, spaced not more than 0.60m on centers, both ways.

5. Plaster bond:

The mixture of cement plaster for concrete hollow block wall finishes indicated in the drawings shall be one part Portland cement and three parts sand.

6. Floor Topping Preparation for Tilework. One part Portland cement and two parts sand and water but not more than three parts sand and water.

C. METAL FABRICATION

1. Materials:

- a. Steel and Iron. If not specified otherwise, use standard mill-finished structural steel shapes or bar iron in compliance with AISC Specifications for Design, Fabrication and Erection of Structural Steel for buildings.
- b. Screws. Fed. Spec FF-S-85, Fed. Spec FF-S-92, and Fed. Spec. FF-S-111.

2. Fabrication:

By mechanics skilled in the trade and in accordance with the manufacturer's directions. Metalwork shall be fabricated to allow for expansion and contraction of materials. Provide welding and bracing of adequate strength and durability, with tight, flush joints, dressed smooth and clean. Complete with bolts and nuts.

3. Metal Surfaces:

Surfaces shall be clean and free from all scale, flake, rust and rust pitting; well-formed and finished to shape and size, with sharp lines, angle and smooth surface. Shearing and punching shall leave clean true lines and surfaces. Weld or rivet permanent connections. Weld and flush rivets shall be used and finished flush smooth on surfaces that will be exposed after installation. Do not use screws or bolts where they can be avoided; when used, heads shall be countersunk, screwed up tight and threads nicked to prevent loosening.

4. Construction:

Thickness of metals and details of assembly and supports shall give ample strength and stiffness for the minimum loads specified or indicated. Joints exposed to weather shall be formed to exclude water.

5. Welding:

Use welding electrode E70xx and perform welding, welding inspection and corrective welding in accordance with AWS D1.1. Weld in a manner to prevent permanent distortion of the connected parts. Weld continuously along the entire area of contact (except where tack welding is permitted. Do not tack weld exposed to connections). Grind smooth visible weld in finished installation.

IV. ARCHITECTURAL WORKS

A. WALL FINISHES AND PARTITIONING

1. **Cement Plaster Finish.** Mortar mixture for brown coat shall be freshly prepared and uniformly mixed in the proportion by volume of one part Portland cement, three (3) parts sand and one fourth (1/4) part hydrated lime.

Finish coat shall be pure Portland cement properly graded conforming to the requirements and mixed with water to approved consistency and plasticity.

B. PAINTING WORKS

1. **Paint Materials.** All types of paint material and other related products shall be subject to test as to material composition by the Bureau of Research and Standard, DPWH or the National Institute of Science and Technology.
2. **Tinting Colors.** Tinting colors shall be first grade quality pigment ground in alkyd resin that disperses and mixes easily with paint to produce the color desired. Use the same brand of paint and tinting color to effect good paint body.

3. Paint Schedule.

- a. **Interior Masonry Wall** (plain cement plastered finish to be painted)
 - i. 1 coat skim coating, 1 coat primer, 2 coats gloss latex paint finish
- b. **Metal / Steel Surfaces**
 - i. 1 coat primer, 2 coats epoxy enamel finish

4. **Surface Preparation.** All surfaces shall be in proper condition to receive the finish.

Concrete and masonry surfaces shall be coated with concrete neutralizer and allowed to dry before any painting primer coat is applied. When surface is dried apply first coating. Hairline cracks and unevenness shall be patched and sealed with approved putty or patching compound. After all defects are corrected apply the finish coats as specified on the Plans (color scheme approved).

Metal shall be clean, dry and free from mill scale and rust. Remove all grease and oil from surfaces. Wash, unprimed galvanized metal with etching solution and allow it to dry. Where required to prime coat surface with Red Lead Primer same shall be approved by the Engineer.

In addition, the Contractor shall undertake the following:

- a. Voids, cracks, nick etc. will be repaired with proper patching material and finished flushed with surrounding surfaces.
 - b. Marred or damaged shop coats on metal shall be spot primed with appropriate metal primer.
 - c. Painting and varnishing works shall not be commenced when it is too hot or cold.
 - d. Allow appropriate ventilation during application and drying period
 - e. All hardware will be fitted and removed or protected prior to painting and varnishing works.
5. **Application.** Paints when applied by brush shall become non-fluid, thick enough to lay down as adequate film of wet paint. Brush marks shall have flawed out after application of paint.

Paints made for application by roller must be similar to brushing paint. It must be non-sticky when thinned to spraying viscosity so that it will break up easily into droplets.

Paint is atomized by high pressure pumping rather than broken up by the large volume of air mixed with it. This procedure changes the required properties of the paint.

6. Application shall be as per paint Manufacturer's specification and recommendation.
7. Provide all drop cloth and other covering requisite for protection of floors, walls, aluminum, glass, finishes and other works.
8. All applications and methods used shall strictly follow the Manufacturer's Instructions and Specifications.
9. All surfaces including masonry wall shall be thoroughly cleaned, putted, sandpapered, rubbed and polished; masonry wall shall be treated with Neutralizer.
10. All exposed finish hardware, lighting fixtures and accessories, glass and the like shall be adequately protected so that these are not stained with paint and other painting materials prior to painting works.
11. All other surfaces endangered by stains and paint marks should be taped and covered with craft paper.

V. LANDSCAPING

A. PLANT SCHEDULE

1. A complete schedule of plants, including quantities, sizes, and other requirements, is shown on the Planting Plan. In the event of a discrepancy between the Plant Schedule and the plants counted on the Drawings and the Cost Estimates, the Cost Estimates shall prevail. No substitutes shall be accepted, except with the approval of the implementing agency. The Contractor shall submit all substitution requests, noting the source of plants, location, size, and condition, within thirty (30) days of receiving the Notice to Proceed.

B. PLANT MATERIALS

1. Plant Quality and Size

a. Species and Culture: All plants shall be true to species and variety specified on plan and nursery grown in accordance with good horticultural practices. All plants to be planted must be in good condition; not infected by insects and diseases, in full health and has a well-developed root system.

b. Shrub Specifications:

i. All shrubs shall be typical of their species or variety. Shrubs shall conform to the measurements and qualities as indicated in the Planting Plan. Shrubs shall be measured when branches are in their normal position. If a range of size is given, no shrub shall be less than the minimum size, and no less than fifty percent (50%) of the shrubs shall be as large as the maximum size specified. Shrubs that meet measurements but do not possess a normal balance between height and spread shall be rejected. Shrubs shall not be altered by pruning or other means to meet specifications.

C. CONSTRUCTION AND INSTALLATION

1. Layout

a. The Contractor shall follow the planting layout as specified on the Planting Plan.

2. Protection of Existing Trees

- a. Contractor shall protect existing trees that are not designated for removal on the Planting Plan. Contractor shall disturb not more than one-third (1/3) of the root system. Contractor shall temporarily brace the tree trunk in place until the root system is backfilled. Contractor shall thoroughly water exposed root systems until backfilled.
- b. Contractor shall ensure bark, branches, roots, and balls of plants are adequately protected at all times from damage including sun and winds.
- c. Contractor shall ensure tree branches, trunk, and roots of existing trees are protected during construction. Measures for protection may include effective barrier fencing, branch and/or root pruning, protective mulch, supplementary water, soil aeration and information signage.

3. Setting and Planting

- a. Setting and Planting Contractor shall set balled and burlapped plants, which are not planted immediately upon delivery, on the ground and protect them with soil, moist shredded bark, mulch or other acceptable material.
- b. Contractor shall protect plants, if possible, from direct sun until they are planted
- c. During planting, plants shall be gently removed from plastic containers and shall not be pulled from the container by the trunk.
- d. Soil shall be worked firmly into and around the roots so that there are no air pockets. All broken or damaged roots shall be cut back to the point where they are clean and free of rot. No other root pruning shall be done.
- e. After planting, a topsoil of 2" thickness shall be backfilled as specified to fill all voids and to avoid breaking root ball or bruising roots.

4. Shrubs

- a. When planting a row, shrubs shall be arranged in a zigzag pattern, rather than a straight line. This allows more area for shrub spread and prevention of competition for nutrients in the soil.

5. Watering

- a. Thoroughly water each plant immediately following planting. Under no condition shall plants not be watered in the same day as planting.
- b. The Contractor shall assume full responsibility for plant failure as a direct result of insufficient watering. Upon directive from the implementing agency, the Contractor shall remove the affected plants and replace them immediately. Replacement of plants is considered incidental to the Contract and no separate payment shall be made.

D. MAINTENANCE

1. Watering

- a. A proposed watering schedule shall be submitted to the Engineer thirty (30) days prior to installation of plant materials. The Contractor shall deep water all trees and shrubs, providing water penetration throughout the root zone to the full depth of the planting pits.
- i. The Contractor shall deep water all shrubs twice each week during the maintenance period.

- ii. If at any time during the maintenance period weather conditions (such as extended period with no rain or continuous drying winds) cause the plant root zone to dry out, the implementing agency may direct the Contractor to deep water all shrubs, vis-à-vis during rainy seasons, when the root zone is always saturated, the Contractor may not water for this period of time.
- iii. Contractor shall provide supplemental watering immediately and at no additional cost to the Municipality.

2. Plant Repair and Replacement

- a. The Contractor shall repair/replace damaged plant materials, regardless of cause, immediately upon notification by the implementing agency. Repair shall include pruning, guying, staking, etc., as necessary. Should repair of plant materials reduce their acceptance to less than minimum specified conditions, the Contractor shall replace plants with specified plant replacements at no additional cost to the Owner

3. Diseases and Pests

1. The Contractor shall coordinate with the Engineer in the event that disease, invasive plant infestation, or pest problems are observed on plants within a Project area.
- b. Chemical pesticides are to be used only when other options are not feasible or effective. If pesticides are used, the least toxic pesticide to accomplish the task shall be used.

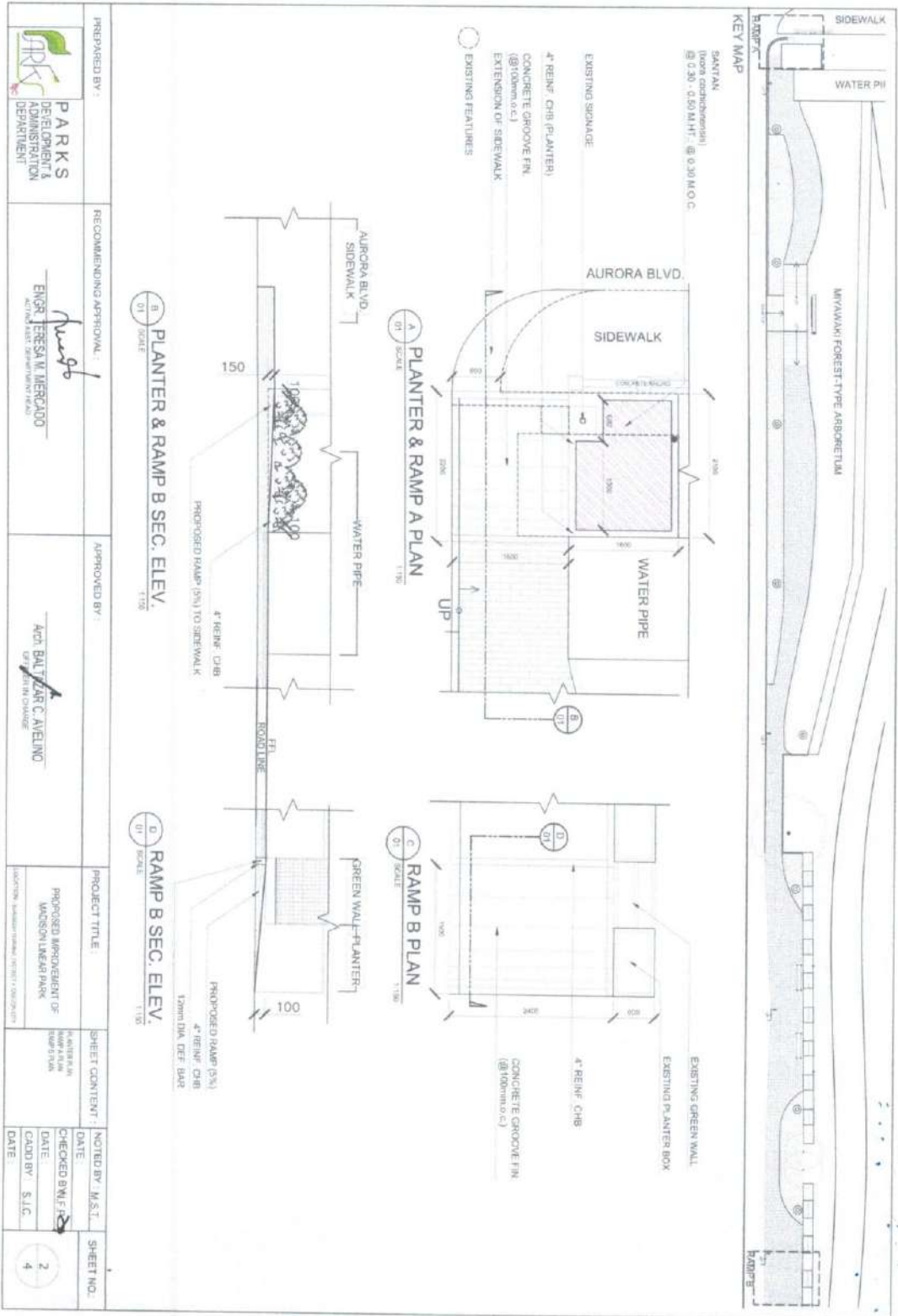
4. Weeding

- a. The Contractor shall maintain all areas in a weed-free condition. Weed removal shall be a routine maintenance activity.

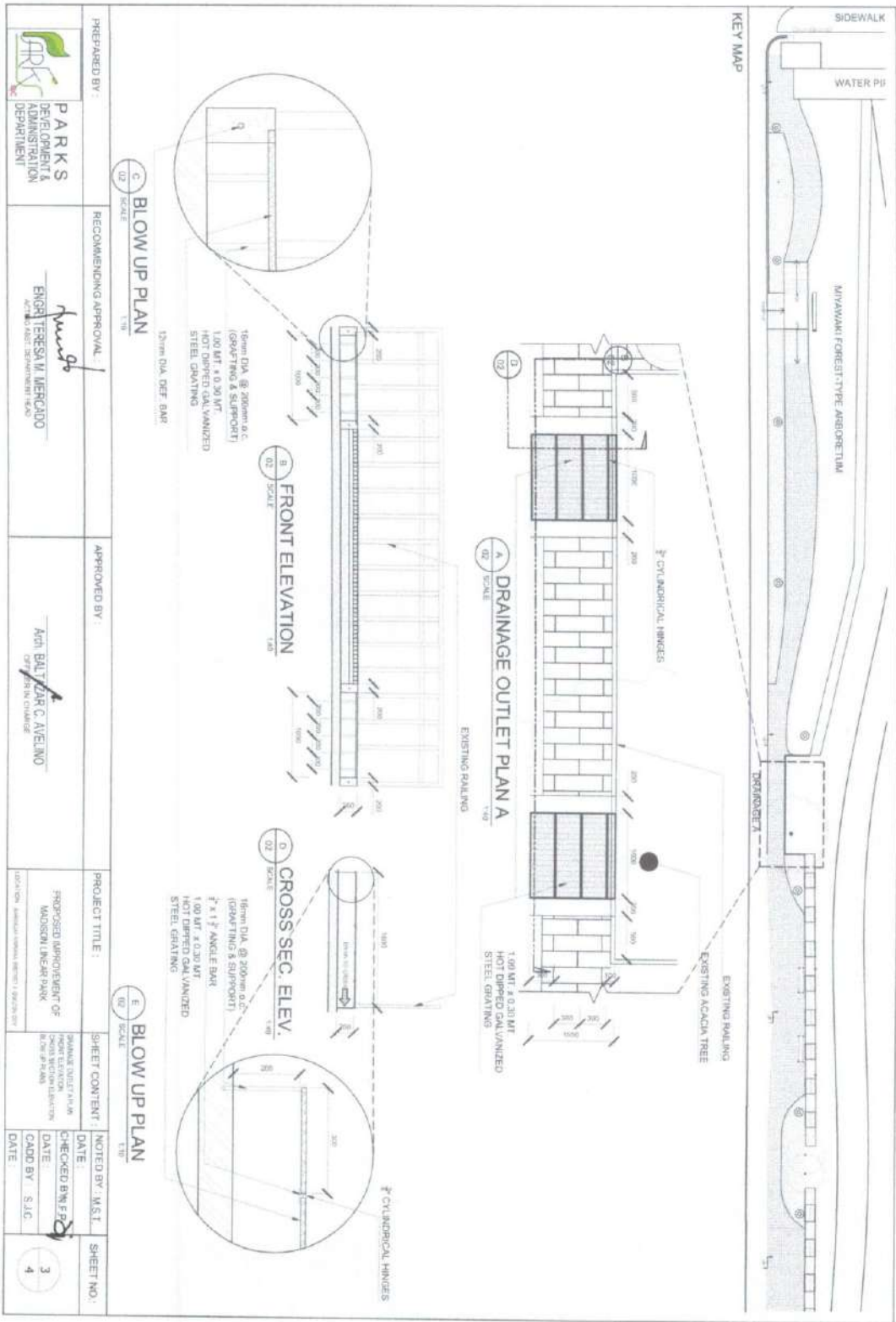

SHEENA O. ABUIZA
Engineer
Construction and Maintenance Division

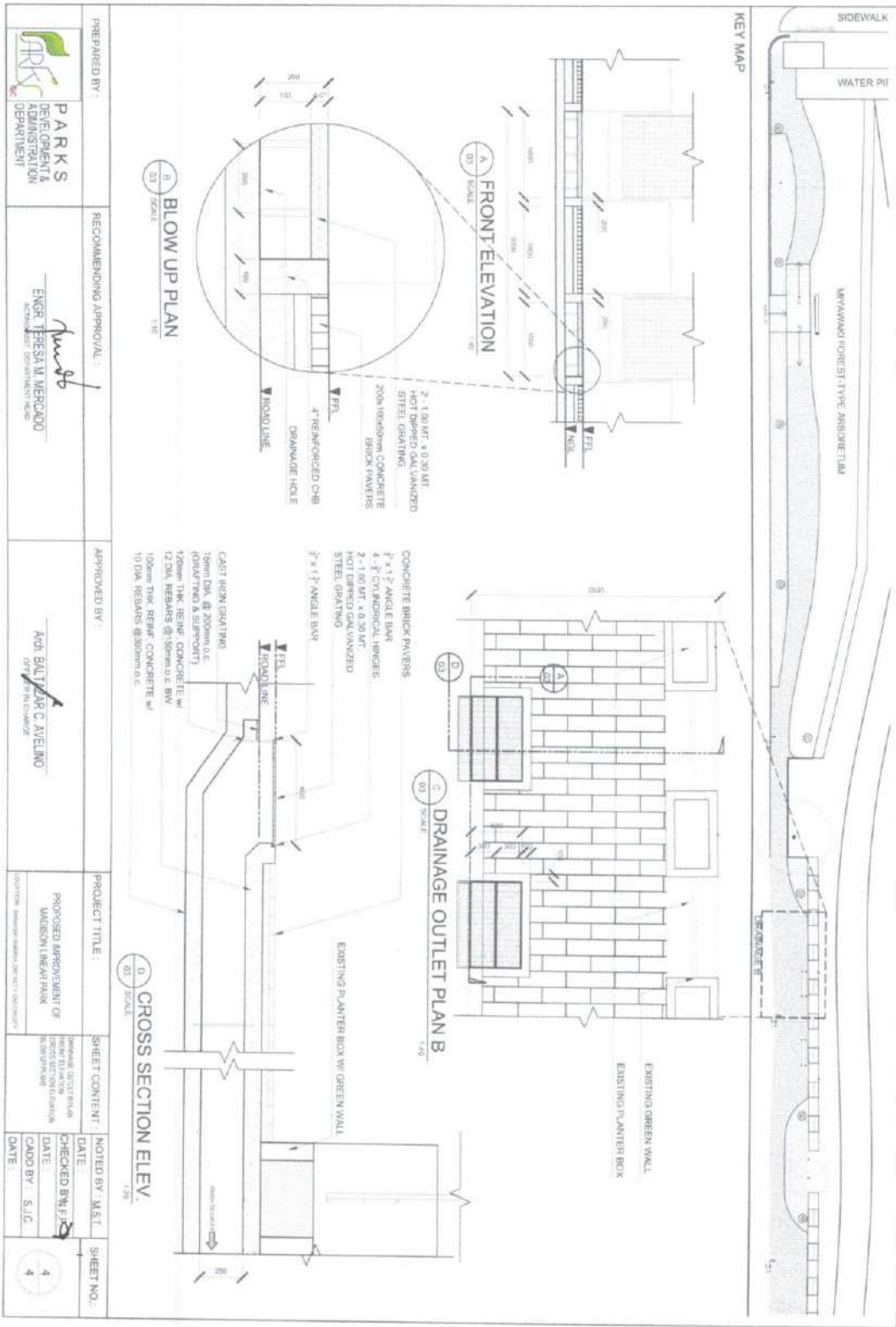

SHANAH KATE J. CABRERA
Architect
Landscape Development Division

Section VII. Drawings



<p>PARKS DEVELOPMENT & ADMINISTRATION DEPARTMENT</p>	<p>PREPARED BY:</p>	<p>RECOMMENDING APPROVAL:</p> <p><i>[Signature]</i> ENGR. TERESA M. MERCADO ACTING ASST. CHIEF ENGINEER (P&S)</p>	<p>APPROVED BY:</p> <p><i>[Signature]</i> ACT. BALTAZAR C. AYELINO UPON THE CHARGE</p>	<p>PROJECT TITLE:</p> <p>PROPOSED IMPROVEMENT OF MADISON LINER PARK</p>	<p>SHEET CONTENT:</p> <p>RAISED RAMP WITH GREEN WALL</p>	<p>NOTED BY: M.S.T.</p> <p>DATE:</p> <p>CHECKED BY: M.F.F.</p> <p>DATE:</p> <p>DRAWN BY: S.L.C.</p> <p>DATE:</p>	<p>SHEET NO.</p> <p>2</p> <p>4</p>
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<p>PARKS DEVELOPMENT & ADMINISTRATION DEPARTMENT</p>	<p>RECOMMENDING APPROVAL:</p> <p><i>ENG R TERESA M. MERCADO</i> MANAGER, DESIGN & PERMITS</p>	<p>APPROVED BY:</p> <p><i>ACH. BALTAZAR C. AVELINO</i> CITY ENGINEER</p>	<p>PROJECT TITLE:</p> <p>PROPOSED IMPROVEMENT OF MADISON LINEAR PARK</p>	<p>SHEET CONTENT:</p> <p>IMPROVED DRAINAGE DRAINAGE OUTLET PLAN FRONT ELEVATION CROSS SECTION</p>	<p>NOTED BY: M.S.T.</p> <p>DATE: 11/15/2023</p> <p>CHECKED BY: S.J.C.</p> <p>DATE: 11/15/2023</p>	<p>SHEET NO.</p> <p>4</p>
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Section VIII. Bill of Quantities

BILL OF QUANTITIES

Project Name: **PROPOSED IMPROVEMENT OF MADISON LINEAR PARK**

Item Description: **PROJECT BILLBOARD/SIGNAGE**

Unit of Measurement: **EA**

Output per hour - As Submitted: **1.00**

Location: Brgy. Mariana, District 4, Quezon City

Page 1 of 9

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
LABOR					
I.	CONSTRUCTION FOREMAN		1.00		
II.	SKILLED LABORER		1.00		
III.	UNSKILLED LABORER		1.00		
MATERIALS					
I.	PROJECT SIGNAGE (4'x8')	sq. ft	32.00		
II.	1/2" MARINE PLYWOOD (0.125m x 1.2m x 2.44m)	pc	1.00		
III.	COCOLAMBER	bd.ft	41.00		
IV.	ASSORTED COMMON NAILS	kg	1.00		

TOTAL COST (DIRECT COST+INDIRECT COST)= _____

AMOUNT IN WORDS: _____

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

BILL OF QUANTITIES

Project Name: **PROPOSED IMPROVEMENT OF MADISON LINEAR PARK**
 Item Description: **TEMPORARY ENCLOSURE AT THE CONSTRUCTION AREA**
 Unit of Measurement: **10.00 l.m**
 Output per hour - As Submitted: **2.00 l.m**

Location: Brgy. Mariana, District 4, Quezon City

Page 2 of 9

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
LABOR					
I.	CONSTRUCTION FOREMAN		1.00		
II.	SKILLED LABORER		2.00		
III.	UNSKILLED LABORER		3.00		
MATERIALS					
I.	GRAVEL 3/4	cu.m	4.00		
II.	SAND	cu.m	0.19		
III.	PORTLAND CEMENT	bags	0.38		
IV.	REINFORMCING BARS (DEFORMED), GRADE 40	kgs	17.76		
V.	# 16 G.I TIE WIRE	kgs	0.27		
VI.	CORRUGATED ROOFING, GAUAGE 26 (0.551mm x 2.44m)	sq.m	24.00		
VII.	50" DIA. GI PIPE SCH 80 (RENTAL)	kgs	103.58		
VIII.	G.I CLAMP (RENTAL)	pcs	15.00		

TOTAL COST (DIRECT COST+INDIRECT COST)= _____

AMOUNT IN WORDS: _____

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

BILL OF QUANTITIES

Project Name: **PROPOSED IMPROVEMENT OF MADISON LINEAR PARK**

Item Description: **OCCUPATIONAL SAFETY AND HEALTH PROGRAM**

Unit of Measurement: **1.s**

Output per hour - As Submitted: **1.00**

Location: **Brgy. Mariana, District 4, Quezon City**

Page 3 of 9

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
LABOR					
I.	SAFETY OFFICER/PRACTITIONER		1.00		
MATERIALS					
I.	FIRST AIDE KIT (COMPLETE MEDICINE TOOLS)	SET	2.00		

TOTAL COST (DIRECT COST+INDIRECT COST)= _____

AMOUNT IN WORDS: _____

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

BILL OF QUANTITIES

Project Name: **PROPOSED IMPROVEMENT OF MADISON LINEAR PARK**

Item Description: **REMOVAL OF STRUCTURE/OBSTRUCTION**

Unit of Measurement: **sq.m**

Output per hour - As Submitted: **9.00**

Location: Brgy. Mariana, District 4, Quezon City

Page 4 of 9

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
LABOR					
I.	CONSTRUCTION FOREMAN		1.00		
II.	SKILLED LABORER		1.00		
III.	UNSKILLED LABORER		3.00		
EQUIPMENT					
I.	BREAKER		1.00		
II.	ELF TRUCK		1.00		

TOTAL COST (DIRECT COST+INDIRECT COST)= _____

AMOUNT IN WORDS: _____

CONTRACTOR'S NAME WITH SIGNATURE ABOVE: _____

COMPANY NAME: _____

DATE: _____

BILL OF QUANTITIES

Project Name: PROPOSED IMPROVEMENT OF MADISON LINEAR PARK

Item Description: SITE CLEARING AND PREPARATION

Unit of Measurement: sq.m

Output per hour - As Submitted: 9.00

Location: Brgy. Mariana, District 4, Quezon City

Page 5 of 9

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
LABOR					
I.	CONSTRUCTION FOREMAN		1.00		
III.	UNSKILLED LABORER		3.00		

TOTAL COST (DIRECT COST+INDIRECT COST)= _____

AMOUNT IN WORDS: _____

CONTRACTOR'S NAME WITH SIGNATURE ABOVE: _____

COMPANY NAME: _____

DATE: _____

BILL OF QUANTITIES

Project Name: **PROPOSED IMPROVEMENT OF MADISON LINEAR PARK**

Item Description: **DRAINAGE (TYPE B)**

Unit of Measurement: **unit**

Output per hour - As Submitted: **1.00**

Location: Brgy. Mariana, District 4, Quezon City

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ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
LABOR					
I.	CONSTRUCTION FOREMAN		1.00		
II.	SKILLED LABORER		2.00		
III.	UNSKILLED LABORER		2.00		
EQUIPMENT					
I.	ONE BAGGER MIXER		1.00		
II.	WELDING MACHINE		1.00		
III.	CUTTING OUTFIT		1.00		
MATERIALS					
I.	CONCRETE (3000 PSI)	cu.m	0.91		
II.	FORMWORKS	sq.m	8.48		
III.	ANGLE BAR, 1/4" x 1/2"	kgs	21.23		
IV.	CYLINDRICAL HINGE, 3/4"	pcd	4.00		
V.	12mmø DEFORMED BAR	kgs	64.00		
VI.	10mmø DEFORMED BAR	kgs	30.00		
VII.	16mmø DEFORMED BAR	kgs	10.00		
VIII.	WELDING ROD	kgs	1.00		
IX.	HOT DIPPED GALVANIZED GRATING (0.30 x 1.0m)	pcs	2.00		
X	PAINTING (STEEL)	sq.m	1.10		
XI.	CONCRETE PAVERS/SANDBEDDING	sq.m	2.00		

TOTAL COST (DIRECT COST+INDIRECT COST)= _____

AMOUNT IN WORDS: _____

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

BILL OF QUANTITIES

Project Name: **PROPOSED IMPROVEMENT OF MADISON LINEAR PARK**

Item Description: **DRAINAGE (TYPE A)**

Unit of Measurement: **unit**

Output per hour - As Submitted: **1.00**

Location: Brgy. Mariana, District 4, Quezon City

Page 7 of 9

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
LABOR					
I.	CONSTRUCTION FOREMAN		1.00		
II.	SKILLED LABORER		2.00		
III.	UNSKILLED LABORER		2.00		
EQUIPMENT					
I.	ONE BAGGER MIXER		1.00		
II.	WELDING MACHINE		1.00		
III.	CUTTING OUTFIT		1.00		
MATERIALS					
I.	CONCRETE (3000 PSI)	cu.m	0.06		
II.	FORMWORKS	sq.m	1.26		
III.	ANGLE BAR, 1/4" x 1/2"	kgs	63.69		
IV.	CYLINDRICAL HINGE, 3/4"	pcd	10.00		
V.	12mmø DEFORMED BAR	kgs	5.33		
VI.	16mmø DEFORMED BAR	kgs	9.48		
VII.	WELDING ROD	kgs	2.00		
VIII.	HOT DIPPED GALVANIZED GRATING (0.30 x 1.0m)	pcs	5.00		
IX.	PAINTING (STEEL)	sq.m	2.00		

TOTAL COST (DIRECT COST+INDIRECT COST)= _____

AMOUNT IN WORDS: _____

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

BILL OF QUANTITIES

Project Name: **PROPOSED IMPROVEMENT OF MADISON LINEAR PARK**

Item Description: **PLANTER & RAMP (TYPE A)**

Unit of Measurement: **unit**

Output per hour - As Submitted: **1.00**

Location: Brgy. Mariana, District 4, Quezon City

Page 8 of 9

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
LABOR					
I.	CONSTRUCTION FOREMAN		1.00		
II.	SKILLED LABORER		2.00		
III.	UNSKILLED LABORER		1.00		
EQUIPMENT					
I.	ONE BAGGER MIXER		1.00		
MATERIALS					
I.	CONCRETE (3000 PSI)	cu.m	0.76		
II.	REBARS W/TIEWIRE	kgs	18.00		
III.	FORMWORKS	sq.m	5.04		
IV.	4" CHB	sq.m	3.26		
V.	PLASTERING (1 SIDE)	sq.m	3.26		
VI.	GARDEN SOIL	sq.m	1.00		
VII.	SANTAN (0.30m - 0.50m Ht.)	pcs	75.00		
VIII.	PAINTING (MASONRY)	sq.m	3.26		

TOTAL COST (DIRECT COST+INDIRECT COST)= _____

AMOUNT IN WORDS: _____

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

BILL OF QUANTITIES

Project Name: PROPOSED IMPROVEMENT OF MADISON LINEAR PARK

Item Description: RAMP (TYPE B)

Unit of Measurement: unit

Output per hour - As Submitted: 1.00

Location: Brgy. Mariana, District 4, Quezon City

Page 9 of 9

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
LABOR					
I.	CONSTRUCTION FOREMAN		1.00		
II.	SKILLED LABORER		1.00		
III.	UNSKILLED LABORER		2.00		
EQUIPMENT					
I.	ONE BAGGER MIXER		1.00		
MATERIALS					
I.	CONCRETE (3000 PSI)	cu.m	0.70		
II.	REBARS W/TIEWIRE	kgs	8.00		
III.	FORMWORKS	sq.m	4.80		

TOTAL COST (DIRECT COST+INDIRECT COST)= _____

AMOUNT IN WORDS: _____

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

Section IX. Checklist of Technical and Financial Documents

PROPOSED IMPROVEMENT OF MADISON LINEAR PARK

ABC: P342,634.06

DOCUMENTS FOR SUBMISSION:

1. Registration certificate from the Securities and Exchange Commission (SEC) for corporation, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives whichever is applicable;
2. Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
3. Statement of all its ongoing and completed government and private contracts which are similar in nature within five (5) years from the submission of bids, including contracts awarded but not yet started, if any;
4. Valid Philippine Contractors Accreditation Board (PCAB) license and registration for the type and cost of the contract for this Project; and
5. Certificate of PhilGEPS Registration (Platinum)
6. Latest Income Tax Return (ITR)
7. Bill of Quantities
8. Detailed Cost Estimates

9. Summary sheet

10. Notarized Omnibus Sworn Statement (OSS)

11. Certificate of Site Inspection (from the end-user)

Section X. Bidding Documents

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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

¹ currently based on GPPB Resolution No. 09-2020

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: _____

***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 Signatory's Legal Capacity]

for:
[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
[Insert Name of Supplier]

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, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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 2023
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, coinciding 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 : _____