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BIODIVERSITY MANAGEMENT BUREAU**

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# **BIDDING DOCUMENTS**

**DESIGN AND BUILD SCHEME FOR THE  
DEVELOPMENT OF FOREST BATHING  
AREA, SENSORY GARDEN AND OUTDOOR  
COMMUNITY FITNESS FACILITY WITHIN  
THE NAPWC**

**(ABC:P15,753,760.51)**

**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](mailto:bmb@bmb.gov.ph)

## INVITATION TO BID

No. 2025-002

### DESIGN AND BUILD SCHEME FOR THE DEVELOPMENT OF FOREST BATHING AREA, SENSORY GARDEN AND OUTDOOR COMMUNITY FITNESS FACILITY WITHIN THE NINOY AQUINO PARKS AND WILDLIFE CENTER

1. The Government of the Philippines (GOP) has received a *Grant* from the *AFOCO-DENR Fresh Project*, through the *Biodiversity Management Bureau Ninoy Aquino Parks and Wildlife Center (NAPWC)* toward the cost of *Fifteen Million Seven Hundred Fifty-Three Thousand Seven Hundred Sixty Pesos and Fifty-One Centavos (P15,753,760.51)* being the ABC to payments under the contract for the *"Design and Build Scheme for the Development of Forest Bathing Area, Sensory Garden and Outdoor Community Fitness Facility within the Ninoy Aquino Parks and Wildlife Center"*. 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. Completion of the Works is required within *One Hundred Eighty (180) Calendar Days*. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using 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 8:00a.m. to 5:00p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting *February 12, 2025*, from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines (RA 12009) issued by the GPPB*, in the Non-Refundable amount of *Twenty-Five Thousand Pesos (P25,000.00)*. 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 *February 19, 2025, 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.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *1:00 p.m.* on *March 4, 2025*. Late bids shall not be accepted.
8. Bid consisting of the First Envelope (Technical Proposal) and Second Envelope (Financial Proposal) must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *1:00 p.m.* on *March 4, 2025*. All Bids must



be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

The First Envelope containing the (Technical Proposal) of the bidders who submitted their bids will be opened on **March 4, 2025**, 1:30pm in the presence of the Bidder's representative who choose to attend the activity at the **BMB Conference Room, Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City**.

Only those bids that passed in the evaluation of the Technical Proposal shall be subjected to the second step of evaluation. The BAC shall open the Second Envelope (Financial Proposal) of "each passed" bidder on **March 11, 2025**, at the **BMB Conference Room, Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon**.

9. The opening of bids shall be done through face to face conference. The conference shall allow at the maximum two (2) representatives per bidder.
10. 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.

11. For further information, please refer to:

**Jessica F. Torno**  
*Head, Bids and Awards Committee Secretariat*  
**Biodiversity Management Bureau**  
*Ninoy Aquino Parks and Wildlife Center*  
*Quezon Avenue, Diliman, Quezon City*

12. You may visit the following websites:  
For downloading of Bidding Documents:  
<https://bmb.gov.ph/index.php/bid-opportunities>

Approved for Posting:

  
**ANSON M. TASTING**  
Chairperson, BAC

## 1. Scope of Bid

The Procuring Entity, **BIODIVERSITY MANAGEMENT BUREAU** invites Bids for the **DESIGN AND BUILD SCHEME FOR THE DEVELOPMENT OF FOREST BATHING AREA, SENSORY GARDEN AND OUTDOOR COMMUNITY FITNESS FACILITY WITHIN THE NINOY AQUINO PARKS AND WILDLIFE CENTER**, with Project Identification Number **ITB No. 2025.002**

The Procurement Project (referred to herein as “Project”) is for the Design and Build, 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 **₱15,753,760.51**.

2.2. The source of funding is:

a. *Special Account- Foreign Assisted/Foreign Grants Fund, Automatic Appropriation, Korea.*

## 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 **February 19, 2025, 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.

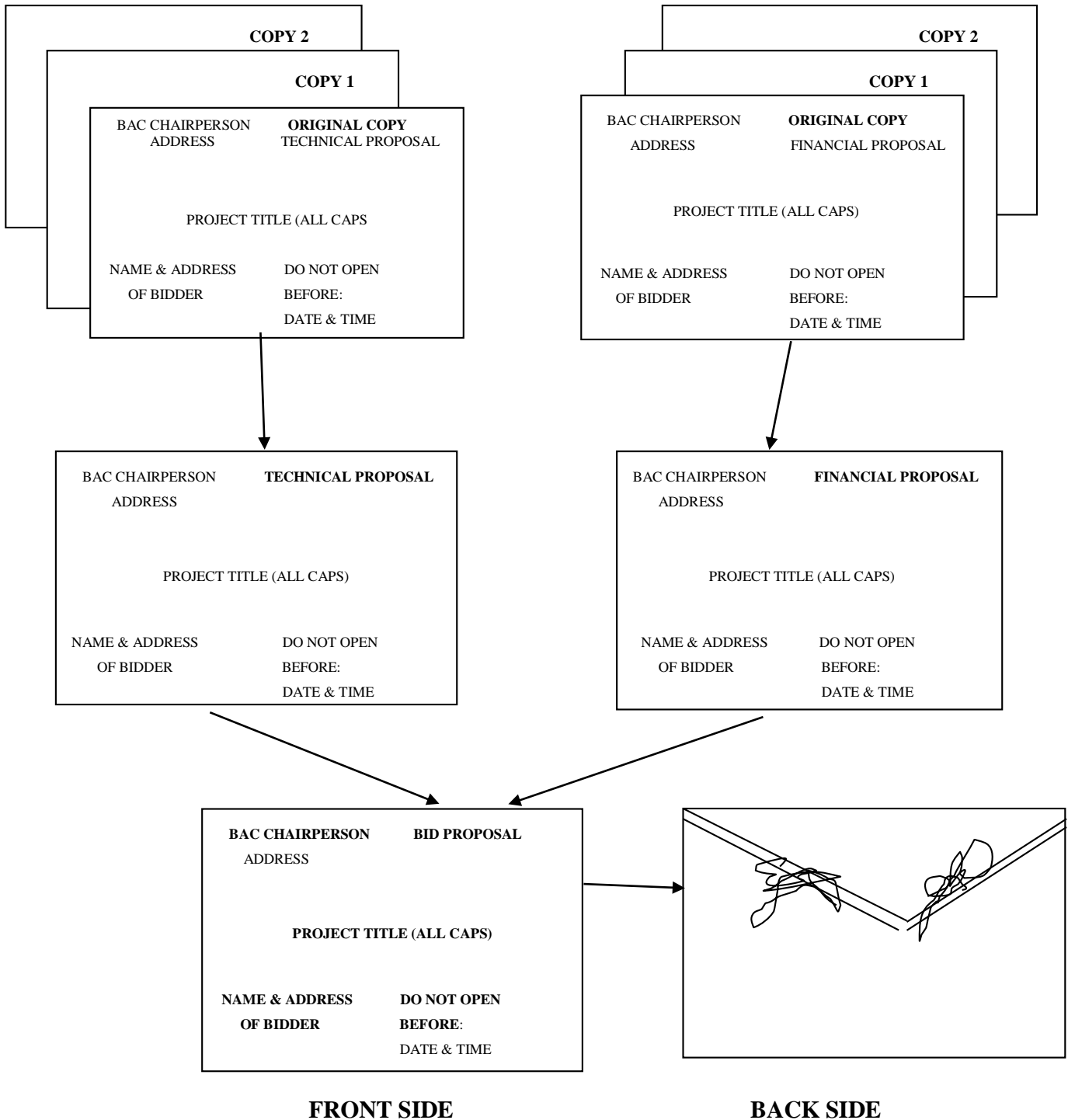
## **16. Sealing and Marking of Bids**

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;"><b><i>Landscape Design and Development</i></b></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;"><b><i>Sub-contracting is not allowed</i></b></p>
10.3	<p><i>[Specify if another Contractor license or permit is required.]</i></p> <p style="text-align: center;"><b><i>Philippine Contractor's Accreditation Board (PCAB) License</i></b></p>
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <p><b>FOR DESIGN PERSONNEL</b></p> <p>The key professional and the respective qualification of the design personnel shall be as follows:</p> <p><b>A. Principal Architect</b></p> <p style="padding-left: 40px;">The Principal Architect must be duly-licensed Landscape Architect with at least five (5) years' experience and must have expertise in water feature design, landscaping, and urban planning; and shall preferably be knowledgeable in the application of rapid construction technologies.</p> <p><b>B. Structural Engineer</b></p> <p style="padding-left: 40px;">The Structural Engineer must be a duly-licensed Civil Engineer with at least five (5) years' experience in structural design including designing of culverts and other related structures and shall preferably be knowledgeable in the application of rapid construction technologies.</p> <p><b>C. Professional Electrical Engineer</b></p> <p style="padding-left: 40px;">The Electrical Engineer must be a registered Professional Electrical Engineer with at least five (5) years' experience in the design of lighting, power distribution system and preferably knowledgeable in developments in emergent efficient lighting technologies and energy management.</p>

#### **D. Professional Mechanical Engineer**

The Mechanical Engineer must be a Professional Mechanical Engineer with at least five (5) years' experience in machineries with regards to water features, fixtures and roughing-ins, and preferably knowledgeable in emergent, alternative energy-efficient technology.

#### **E. Sanitary Engineer**

The Sanitary Engineer must be duly-licensed with at least five (5) years' experience in the design of water features and its water supply and distribution, plumbing, and preferably knowledgeable in waste water management/treatment, and emergent, alternative effluent collection and treatment system.

#### **FOR CONSTRUCTION PERSONNEL**

The key professional and the respective qualification of the design personnel shall be as follows:

##### **A. Project Manager**

The Project Manager shall be a licensed Landscape Architect with at least five (5) years relevant experience on similar and comparable projects in different locations. The Project Manager should have a proven record or managerial capability through the directing/managing of major landscaping works, including projects of a similar magnitude.

##### **B. Project Engineer**

The Project Engineer shall be a licensed Architect or Civil Engineer with at least five (5) years' experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.

##### **C. Electrical Engineer**

The Electrical Engineer must be duly-licensed with at least five (5) years' experience in similar and comparable projects in the installation of lighting and power distribution systems.

##### **D. Mechanical Engineer**

The Mechanical Engineer must be duly-license with at least five (5) years' experience in similar and comparable projects and also have experience in machineries with regards to water features, fixtures and roughing-ins, and preferably knowledgeable in emergent, alternative energy-efficient technology.

	<p><b>E. Sanitary Engineer</b></p> <p>The Sanitary Engineer must be duly-licensed with at least five (5) years' experience in the design of water features and its water supply and distribution, plumbing, and preferably knowledgeable in waste water management/treatment, and emergent, alternative effluent collection and treatment system.</p> <p><b>F. Foreman</b></p> <p>The Foreman must have at least five (5) years' experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies</p>
10.5	<p>The minimum major equipment requirements are the following:</p> <p>Excavator  Loader  Compactor  Dump Truck  Mini Dump Truck  Telescopic Boom Truck  Mini Crane</p>
12	<p><i>[Insert Value Engineering clause if allowed.]</i>  <b>Not Applicable</b></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> <p>a. The amount of not less than <b>P315,075.21</b> equivalent to two (2%) of <b>ABC: P15,753,760.51</b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <b>P787,688.02</b> equivalent to five (5%) of <b>ABC: P15,753,760.51</b> if bid security is in Surety Bond.</p>
19.2	<p><b><i>Partial bids are not allowed</i></b></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> <p><i>Secure all necessary permits including but not limited to excavation building permits etc., and/or clearances from the LGU and provide certified true copies of the said permits and/or clearances to the head of procuring entity (HOPE)</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. 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	<p><i>[If different dates are specified for completion of the Works by section, i.e. “sectional completion,” these dates should be listed here.]</i></p> <p><b><i>Design Phase within ninety (90) calendar days</i></b>  <b><i>Construction and development within ninety (90) calendar days</i></b></p>
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><b><i>Possession of the site shall be delivered within ten (10) days from the issuance of the Notice to Proceed</i></b></p>
6	<p>The site investigation reports are: <i>[list here the required site investigation reports.]</i></p> <p><b><i>Certificate of Site inspection c/o</i></b>  <b><i>ENGR. DAN ROBINSON R. BUGHAO</i></b>  <b><i>Engineer II, NAPWC</i></b></p>
7.2	<p><b><i>Warranty against Structural Defects/Failures.</i></b></p> <p><i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]</i> <b><i>Five (5) years.</i></b></p>
10	<p><i>(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.)</i></p> <p style="text-align: center;"><b><i>No dayworks are applicable to the contract</i></b></p>
11.1	<p>The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within <b><i>7 Calendar days</i></b> of delivery of the Notice of Award.</p>
11.2	<p>The amount to be withheld for late submission of an updated Program of Work is</p> <p style="text-align: center;"><b><i>P5,000.00</i></b></p>
13	<p>The amount of the advance payment is</p> <p style="text-align: center;"><b><i>15% of the total contract price upon written request of the Contractor</i></b></p>

14	<p><i>Progress Payments</i></p> <p><b><i>Materials and equipment delivered on the site but not completely put in place shall be included in the payment.</i></b></p>
15.1	<p>The date by which operating, and maintenance manuals are required is</p> <p style="text-align: center;"><b><i>Applicable</i></b></p> <p>The date by which “as built” drawings are required is</p> <p style="text-align: center;"><b><i>Fifteen (15) calendar days upon completion of the project.</i></b></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 style="text-align: center;"><b><i>P20,000.00</i></b></p>

## ***Section VI. Specifications***

## TERMS OF REFERENCE

### DESIGN AND BUILD SCHEME FOR THE DEVELOPMENT OF FORESTBATHING AREA, SENSORY GARDEN AND OUTDOOR COMMUNITY FITNESS FACILITY WITHIN THE NINOY AQUINO PARKS AND WILDLIFE CENTER (NAPWC) ALONG QUEZON AVENUE, DILIMAN, QUEZON CITY

#### I. BACKGROUND & OBJECTIVE

The Ninoy Aquino Parks and Wildlife Center (NAPWC) has a unique character in terms of prominent natural and cultural resources, remarkable landscapes, and exceptional biodiversity making it a suitable place for an environmental community space. With the continuous service towards the community, further development and improvements are needed. All works carried out within the NAPWC will be designed as follows: a simulated forest environment which include a man-made waterfall and a stone walk pathway that utilize the peninsula as a forest bathing site which shall be executed through an ecological approach and environmentally sensitive designs, and should have low impact on the environment; a sensory garden adapted to create an immersive and therapeutic space; and an outdoor community fitness facility to design an through a socio-ecological design promoting social interconnection from user to user as well as the user to the natural environment.

The NAPWC through the approved allocation for (budget code under CY 2025) intends to apply the sum of Fifteen Million Seven Hundred Fifty-Three Thousand Seven Hundred Sixty and Fifty-One Cents only (P15,753,760.51) being approved budget for the Improvement of the Peninsula with integrated Forest Bathing site with Artificial Waterfall and Stone Walk Pathway; an Outdoor Community Fitness Facility, and a Sensory Garden through a design and build scheme.

#### II. PROJECT DESCRIPTION AND LOCATION

This landscape design development shall be planned on the basis of accessibility, functionality, feasibility, and aesthetics. The developments are as follows:

- A **forest bathing** site will be establish at the peninsula within the NAPWC compound. The site is approximately 1,077 sq.m and will be formed into an islet through reclamation. This forest bathing development shall simulate a coastal forest, transitioning into a tropical forest environment planted and dressed with native shrubs and trees. The development shall be composed of an organic themed landscaping which mimics the forest situation in its natural form; a stone walk pathway traversing the lagoon, landing into the islet and rock garden, designed to create a harmonious transitions between land and water; natural path walks to blend seamlessly in the environment; a man-made tiered waterfall which shall feature white noise, enhancing the sensory experience of the users; and a provision for draw-bridge access for PWDs to create an inclusive natural space for everyone's satisfaction.
- A **sensory garden** site will also be developed within the park's vicinity. Approximately 100sq.m, the garden shall include landscape materials such as plants with diverse colors and textures for sight, scented plants for smell,

edible plants for taste, and textured stone paths for touch promoting the stimulation of the senses.

- An **outdoor community fitness facility** shall also be developed adjacent to the Rock Garden and the Lagoon at the NAPWC. It is roughly at 160sq.m which will include fitness equipment and a landscaped area that promotes physical activity, foster community engagement, and provides easy access to exercise equipment. Each fitness equipment shall be elevated and must be installed with concrete pedestal.

### III. CONCEPTUAL DESIGN/FRAME WORK

The contractual arrangement to be used for the project is the Design-and-Build (DB) scheme. Under this scheme the procuring entity awards a single contract for the architectural/engineering design and construction to a single firm, partnership, corporation, joint venture or consortium.

The project shall have two (2) main phases: the design phase and construction phase.

The **design phase** shall include the preparation and submission of Detailed Architectural and Engineering Design (DAED) plans and drawings compliant to the parameters and performance standards set by this Terms of Reference (TOR). This shall also include the application of permits and clearances needed for the development.

The obligations and liabilities of the contractor and its Architect shall be joint and solidary for purposes of the Detailed Architectural Design of the Project in accordance with Article 1723 of the Civil Code of the Philippines and other pertinent laws.

The **construction phase** shall have a completed development for the Forest Bathing Area, Sensory Garden and Outdoor Community Fitness Facility.

This design development aims to serve the following purpose:

1. To create a space that promotes nature therapy and healing by engaging the senses through simulation of a natural forest environment.
2. To foster a space which aims to encourage social interaction and community involvement promoting a supportive environment and strengthen the connection between people and their local environment for the users.
3. To provide a space that improves and enhances the physical and mental well-being of the users by utilizing the natural environment.
4. To provide a space which promotes and encourages awareness and significance of natural environment and biodiversity through an immersive facility within an urban setting.



The DB Scheme of procurement was recommended, endorsed, and adopted pursuant to the guidelines provided in Annex "G" – Guidelines for the Procurement and Implementation of Contracts of Design and Build Infrastructure of the revised IRR of RA 9184.

#### **IV. DESIGN PARAMETERS AND PERFORMANCE STANDARDS**

The design parameters and performance standards are required to ensure that all aspects in the design and construction stage, shall attain minimal impact to the environment while providing NAPWC a development which is functional, of high standards, and in harmony with its surroundings.

##### **a) Design Parameters:**

###### **i. Site Analysis.**

A detailed site analysis shall be conducted for the purpose of analysis, recording and evaluating information on the site and its surroundings. The result of the analysis shall be used in the design process.

The analysis shall include:

- Site Orientation;
- Soil Type and Condition;
- Topography;
- Vegetation and Natural Features;
- Precipitation & Hydrology;
- Surrounding land uses & buildings;
- Prominent vision lines/Visual linkages; and
- Locally available resources

###### **ii. General Code and Standards. The design shall be prepared to meet applicable requirements of the following Laws, Codes and Standards:**

- National Building Code of the Philippines and its referral Codes;
- Comprehensive Fire Code of the Philippines;
- Occupational Safety and Health Standards;
- Accessibility Law (BP 344); and
- Other laws and regulations covering environmental concerns and regulations.

In cases where there are conflicts in the provisions of the above stated Laws, Codes and Standards, the most stringent provision shall apply.

###### **iii. Site Development, Architectural, and Engineering Parameters.**

The Design of the development (Forest bathing, sensory garden, and outdoor community fitness facility) shall be responsive to economic, environmental, and cultural conditions through the following:

- *Space Planning.* Proper spatial composition will play a vital role for the development. Create variety of space which encourages slow movement and mindful exploration; tranquil spaces for meditation and reflection; and active zones which encourages

physical activities and social connection. The arrangement of spaces, zoning, and proper setting of softscapes (trees, shrubs, and ground cover), and hardscapes (outdoor furniture, path walks, boulders, art installations etc.) shall be also carefully considered.

- *Scale and Proportion.* Proper proportion in relation with the surrounding built natural environment will affect the visual impact. The setback distance, height, and massing control are essential to maintain the quality of the environment and viewer experience within the development. The height of various hardscape installations shall compliment the landscape development without overwhelming it.
- *Pedestrian Circulation.* The users' movement shall be especially considered. Access throughout the development shall be clear and free from obstruction. Designing natural and unobtrusive walking areas that follow the contours of the land shall be accessible throughout the development.
- *Accessibility and Inclusivity.* The development should cater to a diverse range of individual, ensuring that outdoor spaces are usable and enjoyable for everyone. Accessible design promotes social interconnection by reducing barriers and fostering environments where people from all classes can come together.
- *Functional/Operational Planning.* The project shall be an immersive landscape development which will aim to improve the well-being of the user through appreciation of natural environment. This includes designing systems that are specific to the needs of the urban environment, considering human health and ecological impacts. The development shall also ensure the effective implementation of these designs, with a focus on monitoring and adaptive management.
- *Adaptability.* Flexible and adaptive approaches to spatial planning are essential, allowing for periodic revisions based on new knowledge technological advancements. The facility should easily and economically accommodate frequent renovation and alteration.
- *User Productivity.* User satisfaction, health and comfort are of primary concern. Enhancing user productivity in landscape development involves understanding the complex interplay between ecological, social, and economic factors.
- *Sustainability and Environmental Impact.* Sustainable landscapes contribute to healthy communities. Promoting the use of native plants, water conservation through smart irrigation,

incorporating renewable energy sources, and the use of resources that minimize the environmental impact of the development are some of the key considerations. Design and engineering techniques such as but not limited to the use of gabions for flood control or slope protection, bioswales, and/or bio-retention ponds, xeriscaping, etc., that can help to promote and amplify sustainability can also be adopted.

b) Performance Standards.

The design and development for the forest bathing, sensory garden, and outdoor community fitness facilities shall conform to the following standards:

- Proper Zoning and Space Efficiency
- Energy Efficiency and Sustainability
- Safety and Security
- Accessibility and Mobility

**V. SCOPE OF CONTRACT**

**i. OBLIGATIONS OF THE WINNING BIDDER/CONTRACTOR**

- a. Render architectural and allied engineering design services including final schematic design necessary for the implementation of the Project. The allied architectural and engineering design services shall include, but shall not be limited to, design for architectural, civil, structural, electrical, mechanical, sanitary/plumbing, and electronics. All drawings shall be generated using licensed AutoCAD or Revit software and printed on a 20inch x 30inch High-quality Tracing Papers and Blueprints;
- b. Undertake Detailed Architectural and Engineering Designs (DAEDs) using the given data such as topographic, hydrographic and cross-section surveys, geotechnical and geological investigation, and hydrologic investigation and initial schematic design or design concept provided by the End-User and provide detailed cost estimates and construction schedule;
- c. Comply with Health and Safety Program which includes the application of Personal Protective Equipment (PPE) and the like;
- d. Secure environmental clearance or an "Environmental Compliance Certificate (ECC)";
- e. Secure all necessary permits including but not limited to excavation, building permits etc., and/or clearances from the LGU and provide certified true copies of the said permits and/or clearances to the Head of Procuring Entity (HOPE);
- f. The project shall be constructed according to the DAEDs and detailed cost estimates prepared by the Winning Bidder and approved by the End-User.

Likewise, construction includes conformance to the provisions of the National Building Code of the Philippines.

The Winning Bidder or Contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty period specified in Section 62.2 of the IRR of RA 9184;

- g. Ensure the strict compliance of its workers with End-User's rules and regulations;
- h. Responsible for any loss or damage to End-User's property due to gross negligence or deliberate act of construction personnel. The amount of loss or damage shall be deducted from the bill;
- i. Provide written notice for review and approval of the End-User in case there are changes or revisions to be done to the approved DAED caused by unforeseen circumstances during the actual construction;
- k. Provide accomplishment reports of the construction phase of the project as attachments for progress billing which includes updated actual plans, photos of on-going construction and written reports with percentage values. The accomplishment reports submitted are subject to review and approval of the HOPE (BMB); and,

**ii. OBLIGATIONS OF THE BMB**

- a. Provide full information available on all requirements for the Project including a conceptual design/plan.

A conceptual design/plan to be prepared by End-User, however, this design shall serve as reference only. The End-User does not guarantee that the data is fully correct, updated and applicable to the project at hand. The winning bidder is responsible for the accuracy and applicability of all data. The conceptual design/plan is hereto attached as Annex "A" respectively.

- b. Approve the Winning Bidder or Contractor's design without diminishing their full and sole responsibility for the quality and integrity thereof;
- c. Give prompt written notice thereof to Winning Bidder or Contractor, if it observes or becomes aware of any defect in the Project;
- d. Designate when necessary, representatives authorized to act on its behalf. It shall examine documents submitted by the Winning Bidder or Contractor and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of their work. It shall observe the procedure of issuing orders to the Winning Bidder or Contractor;

- e. Supervise and monitor the implementation of the project and evaluate, review and approve submitted accomplishment reports of the winning bidder for progress billing and written notices; and,
- f. Compensate the accomplishment accepted in the conformance with the approved DAEDs and minimum requirements and specifications included under the Design and Build Contract.

**VI. DESIGN AND BUILD PERIOD:**

No. of Months	1	2	3	4	5	6	7	8	9	10	11	12
Design Phase												
NAPWC Management Board Presentation												
Construction Phase												

The Winning Bidder shall commence actual works upon the issuance by the Procurement Entity of the Notice to Proceed (NTP).

The Winning Bidder shall complete the DAED and submit to the End-User for review and approval and will be presented to the Protected Area Management Board for information. The contractor shall complete the project within one hundred eighty (180) calendar days (CDs).

**VII. Other Requirements to be submitted by prospective bidders for Bidding Purposes shall include the following as Required by the End-User:**

- a. Organizational Chart for the design phase and construction phase of the project.

**For Design Phase**

The key professionals and the respective qualification of the design personnel shall be as follows:

- Principal Architect

The Principal Architect must be duly-licensed Landscape Architect with at least five (5) years' experience and must have expertise in water feature design, landscaping, and urban planning; and shall preferably be knowledgeable in the application of rapid construction technologies.

- **Structural Engineer**

The Structural Engineer must be a duly-licensed Civil Engineer with at least five (5) years' experience in structural design including designing of culverts and other related structures and shall preferably be knowledgeable in the application of rapid construction technologies.

- **Professional Electrical Engineer**

The Electrical Engineer must be a registered Professional Electrical Engineer with at least five (5) years' experience in the design of lighting, power distribution system and preferably knowledgeable in developments in emergent efficient lighting technologies and energy management.

- **Professional Mechanical Engineer**

The Mechanical Engineer must be a Professional Mechanical Engineer with at least five (5) years' experience in machineries with regards to water features, fixtures and roughing-ins, and preferably knowledgeable in emergent, alternative energy-efficient technology.

- **Sanitary Engineer**

The Sanitary Engineer must be duly-licensed with at least five (5) years' experience in the design of water features and its water supply and distribution, plumbing, and preferably knowledgeable in waste water management/treatment, and emergent, alternative effluent collection and treatment system.

The key professionals listed above are required. The DESIGN & BUILD CONTRACTOR may, as needed and its own expense, add additional professionals and/or support personnel for the optimal performance of all Architectural and Engineering Design Services, as stipulated in these Terms of Reference, for the PROJECT. Prospective bidders shall attach each individual's resume and PRC license of the (professional) staff.

Design personnel may also be utilized for the construction phase provided that the same meet the minimum number of years of experience in the construction similar projects.

**For Construction Phase**

The key professionals and the respective qualification of the construction personnel shall be as follows:

- **Project Manager**

The Project Manager shall be a licensed Landscape Architect with at least five (5) years relevant experience on similar projects in different locations. The Project Manager should have a proven record or managerial capability

through the directing/managing of major landscaping works, including projects of a similar magnitude.

- Project Engineer

The Project Engineer shall be a licensed Architect or Civil Engineer with at least five (5) years' experience in similar projects and shall preferably be knowledgeable in the application of rapid construction technologies.

- Electrical Engineer

The Electrical Engineer must be duly-licensed with at least five (5) years' experience in similar projects in the installation of lighting and power distribution systems.

- Mechanical Engineer

The Mechanical Engineer must be duly-licensed with at least five (5) years' experience in similar projects and also have experience in machineries with regards to water features, fixtures and roughing-ins, and preferably knowledgeable in emergent, alternative energy-efficient technology.

- Sanitary Engineer

The Sanitary Engineer must be duly-licensed with at least five (5) years' experience in the design of water features and its water supply and distribution, plumbing, and preferably knowledgeable in waste water management/treatment, and emergent, alternative effluent collection and treatment system.

- Foreman

The Foreman must have at least five (5) years' experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.

- b. List of Contractor's Equipment Units which are owned, leased and/or under purchase agreements, supported by certification of availability of equipment from lessor/vendor for the duration of the project.
- c. Preliminary Conceptual Architectural Design Plans of the development of Forest Bathing Area, Sensory Garden, and Outdoor Community Fitness Gym in accordance with or beyond the degree of details specified by the design parameters and performance standards indicated by this TOR:

1. Site Development Plan (SDP)/Reference Plan
  2. Perspective
  3. Blow-up Details
  4. Walkthrough
- d. Lump sum bid prices for the following in the prescribed Bid Form (Financial Bid Form):
1. General Provisions (Permits, Mobilization/Demobilization, Hauling, Excavation and Clearing works, Preparation of Detailed Architectural and Engineering Plans and Detailed Cost Estimates)
  2. Development of Forest Bathing Area - Supports the submitted preliminary conceptual architectural design plans that is in accordance with or beyond the set design parameters and performance standards within this TOR.
  3. Development of Sensory Garden - Supports the submitted preliminary conceptual architectural design plans that is in accordance with or beyond the set design parameters and performance standards within this TOR.
  4. Development of Outdoor Community Fitness Facility - Supports the submitted preliminary conceptual architectural design plans that is in accordance with or beyond the set design parameters and performance standards within this TOR.

Prepared by:

  
**ARCH. RONALD F. RODIL**  
 Architect II, NAPWC


Checked by:

  
**ENGR. DAN ROBINSON R. BUGHAO**  
 Engineer II, NAPWC

Recommended by:

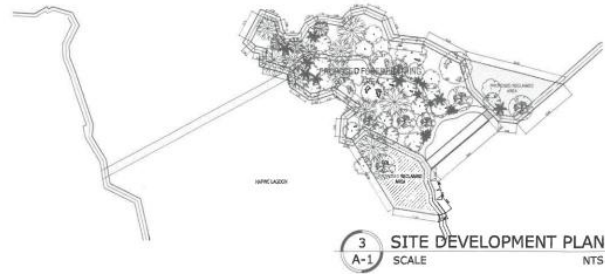
  
**MELODY ANN L. MALANO**  
 Parks Operations Superintendent IV, NAPWC

Approved by:

  
**MARCIAL C. AMARO, Jr.**  
 Assistant Secretary for Biodiversity and  
 Concurrent Director, BMB



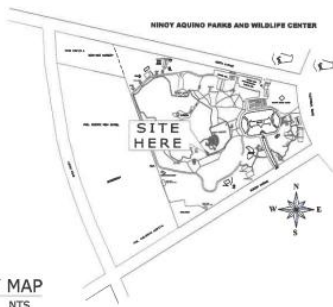
## *Section VII. Drawings*



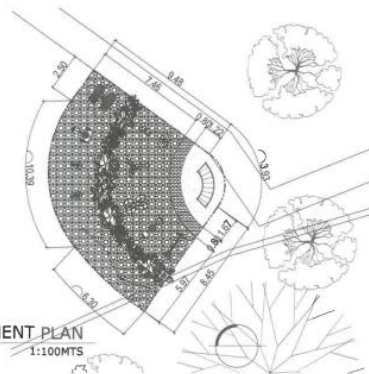
	<b>PROJECT TITLE:</b> DESIGN AND BUILD SCHEME FOR THE DEVELOPMENT OF COMMUNITY RETIRED FACILITY WITHIN THE NINDY AQUINO PARKS AND WILDLIFE CENTER (PAPWC)	<b>SHEET CONTENTS:</b> PERSPECTIVE SITE DEVELOPMENT PLAN VICINITY MAP	<b>PREPARED BY:</b>  <b>RONALD E. RODIL</b> ARCHITECT, I, NAPPC	<b>REVIEWED BY:</b>  <b>DAN ROBINSON R. BUGHAO</b> ENGINEER II, NAPPC	<b>RECOMMENDING APPROVAL:</b>  <b>MELODY ANN L. MALANO</b> PROTECTED AREA SUPERINTENDENT, NAPPC	<b>APPROVED BY:</b>  <b>MARCIAL C. AMARGI JR. CESO II</b> ASSISTANT SECRETARY FOR BI-DIVERSITY AND CONSERVATION DIRECTOR, BMB	<b>SHEET NO.</b> 1 of 3 sheets <b>A-1</b>
	<b>DEPARTMENT OF ENVIRONMENT AND          NATURAL RESOURCES</b> NINDY AQUINO PARKS AND WILDLIFE CENTER	<b>PROJECT LOCATION:</b> NINDY AQUINO PARKS AND WILDLIFE CENTER, QUEZON AVENUE, DELIMAR, QUEZON CITY					



1 PERSPECTIVES  
SCALE NTS



2 VICINITY MAP  
SCALE NTS

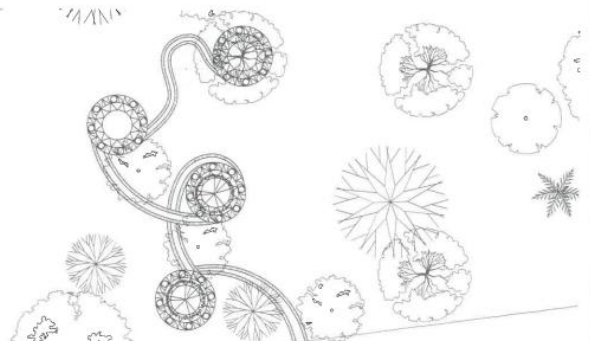


3 SITE DEVELOPMENT PLAN  
SCALE 1:100MTS

PROJECT TITLE	SHEET CONTENTS	PREPARED BY:	REVIEWED BY:	RECOMMENDING APPROVAL:	APPROVED BY:	SHEET NO.
<p>DESIGN AND BIDDING SCHEMES FOR THE DEVELOPMENT OF FOREST/PAVED AREA, WALKWAY, GRASSY AND OUTDOOR COMMUNITY RECREATION FACILITIES WITHIN THE NINOY AQUINO PARKS AND WILDLIFE CENTER (NAPWC)</p> <p>PROJECT LOCATION: NINOY AQUINO PARKS AND WILDLIFE CENTER, QUEZON AVENUE, OLD MAN, QUEZON CITY</p>	<p>PERSPECTIVE SITE DEVELOPMENT PLAN VICINITY MAP</p>	<p><b>RONALDO F. RODIL</b> ARCHITECT, NAPWC</p>	<p><b>DAN ROBINSON R. BUGHAO</b> ENGINEER II, NAPWC</p>	<p><b>MELODY ANN L. MALANO</b> PROTECTED AREA SUPERINTENDENT, NAPWC</p>	<p><b>MARCIAL C. AMARO, JR. CESO II</b> ASSISTANT SECRETARY FOR SUSTAINABILITY AND GOVERNMENT RELATIONS, NAPWC</p>	<p>3 of 3 A-3 sheet</p>



1 PERSPECTIVES  
A-2 SCALE NTS



	<p>PROJECT TITLE: DESIGN AND DEVELOPMENT FOR THE DEVELOPMENT OF RECREATION AREA, BIODIVERSITY GARDEN AND OUTDOOR COMMUNITY FITNESS FACILITY WITHIN THE NINDOY AQUINO PARKS AND WILDLIFE CENTER (DAPWC)</p>	<p>SHEET CONTENTS: PERSPECTIVE SITE DEVELOPMENT PLAN VICINITY MAP</p>	<p>PREPARED BY: <i>Ronal D. E. Sodil</i> ARCHITECT, NAPWC</p>	<p>REVIEWED BY: <i>Dan Robinson R. Bughao</i> ENGINEER II, NAPWC</p>	<p>RECOMMENDING APPROVAL: <i>Melody Ann L. Malano</i> PROTECTED AREA SUPERINTENDENT, NAPWC</p>	<p>APPROVED BY: <i>Marcial C. Amaro Jr. Cesoj II</i> ASST. SECRETARY FOR BIODIVERSITY AND CONSERVATION DIRECTOR, BIAS</p>	<p>SHEET NO. 2 of 3 A-2 sheet</p>
	<p>DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES NINDOY AQUINO PARKS AND WILDLIFE CENTER</p>	<p>PROJECT LOCATION: NINDOY AQUINO PARKS AND WILDLIFE CENTER, QUEZON AVENUE, QUEZON CITY</p>					

*Section VIII. Bill of Quantities*

**SUMMARY OF COST ESTIMATE**

Project name: **DESIGN AND BUILD SCHEME FOR THE DEVELOPMENT OF FORESTBATHING AREA, SENSORY GARDEN AND OUTDOOR COMMUNITY FITNESS FACILITY WITHIN THE NINOY AQUINO PARKS AND WILDLIFE CENTER (NAPWC)**

Location: Ninoy Aquino Parks and Wildlife Center, Quezon Ave., Diliman Quezon City

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
<b>I.</b>	<b>GENERAL PROVISIONS</b>				
A.	ALL NECESSARY PERMITS	lot	1.00		
B.	MOBILIZATION/DEMobilIZATION/SITE PREPARATION/HAULING AND CLEARING WORKS	lot	1.00		
<b>II.</b>	<b>DETAILED ARCHITECTURAL AND ENGINEERING DESIGN/PLANS</b>	lot	1.00		
<b>III.</b>	<b>BUILDING CONSTRUCTION/CIVIL WORKS/SUPPLY INSTALLATION WORKS OF FOREST BATHING AREA</b>				
A.	EXCAVATION WORKS	sqm	128.00		
B.	ARTIFICIAL WATER FALLS	Sqm	128.00		
C.	SOLAR LIGHTS/SOLAR PANEL INSTALLATION	set	8.00		
D.	MISTING MACHINE INSTALLATION	set	4.00		
E.	STONE WALK PATHWAY	Cu.m.	378.00		
<b>IV.</b>	<b>BUILDING CONSTRUCTION/CIVIL WORKS/ SUPPLY INSTALLATION WORKS OF OUTDOOR COMMUNITY FITNESS FACILITY</b>				
A.	CONSTRUCTION OF CONCRETE PEDESTALS FOR FITNESS FACILITY EQUIPMENT	sets	14.00		
B.	SUPPLY AND INSTALLATION OF FITNESS FACILITY EQUIPMENT	sets	14.00		
<b>V.</b>	<b>LANDSCAPING WORKS</b>				
A.	SENSORY GARDEN	sqm	100.00		

<b>B.</b>	BACKFILLING/RECLAMATION	Cu.m.	200.00		
<b>C.</b>	PLANTING	lot	1.00		
<b>VI.</b>	<b>CLEARING AND TURN-OVER</b>	lot	1.00		

TOTAL DIRECT COST = \_\_\_\_\_

OCM 12%

PROFIT 10%

VAT 12%

TOTAL INDIRECT COST = \_\_\_\_\_

TOTAL COST (DIRECT COST+INDIRECT COST)= \_\_\_\_\_

AMOUNT IN WORDS: \_\_\_\_\_

***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;
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;
- (d) Valid PCAB License in case of Joint Ventures
- (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;
- (f) Project Requirements, which shall include the following:
  - a. Organizational chart for the contract to be bid;
  - b. List of contractor’s key personnel for Design Phase (e.g. Principal Architect, structural engineer, Professional Mechanical Engineer, Sanitary Engineer) For Construction Phase (e.g. Project Manager, Project Engineer, Mechanical Engineer, Sanitary Engineer, Foreman) 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;

## II. GENERAL REQUIREMENT

- (g) Preliminary Conceptual Architectural Design Plans of the development of Forest Bathing Area, Sensory Garden and Outdoor Community Fitness Gym:
  - a. Site Development Plan (SDP) /Reference Plan
  - b. Perspective
  - c. Blow-up Details
  - d. Walkthrough (3D Video)

### III. DESIGN PARAMETERS

(h) Space Planning

Zoning- the design has considered zone and/or area for exploration, meditation, and/or active spaces for various activities and social assembly.

Spatial Composition – placement of landscape (hedges, shrubs, trees, and/or ground cover) and hardscape (outdoor furniture, path walks, boulders, art installation etc.) materials.

(i) Scale and Proportion

Proportion- the relative size of each component are considered. The height of the proposed featured water installation shall compliment the landscape development without overwhelming it. Moreover, it shall promote seclusion by acting as screen to conceal the site within the nearby spaces without hindering the viewer's experience.

(j) Pedestrian Circulation

Movement – the development was strategically conceptualized to have with ample access ways (path walk, dirt walk, etc.) design to mimic or complement the surrounding natural environment which also follow the site's topography and contour, and is clear and free from obstruction.

(k) Accessibility and Inclusivity

Accessibility – Provision for access way for every user has been considered (ramps, lifts, etc.). the design has considered the required draw bridge as access way for PWD's and senior Citizens.

Inclusion – the design shall promote social interconnection by means of providing spaces that fosters environment where people from all classes can come together.

(l) Functional/Operational Planning

Operation – this includes designing systems that are specific to the needs of the urban environment, considering human health and ecological impacts. The development shall also ensure the effective implementation of these designs, with a focus on monitoring and adaptive management.

Safety Features – the material used in the design must withstand weathering due to exposure to outdoor elements. Non-slip on non-skid materials has been considered for built path walks. Guide rails and railing has been considerably placed that ultimately promoting the limit and ensuring safety within the proposed development.

(m) Adaptability

Flexible Approach – the design should be adaptable enough to accommodate changes and must allow periodic revisions based on new knowledge technological advancements.

(n) User Productivity

The design must create dynamic spaces that aims to promote user satisfaction. The design must capture the essence of the development on creating a space for physical, mental and emotional improvement while valuing ecological, economical, and social factors.

(o) Sustainability and Environmental Impact

Green Approach – the design incorporated values that promotes sustainability. Bioengineering design and consideration for slope protection (gabions, geomatting, vetiver grass etc.) natural drainage systems, bioswales, retention ponds, xeriscaping, etc. promoting and amplifying sustainability of the development.

Ecological Conservation – Natural environment shall be considered in the design. The planting material shall adapt and must employ native flora in the Philippines. Water conservation through smart irrigation, incorporating renewable energy sources, and the use of resources that minimize the environmental impact of the development are some of the key considerations.

(p) 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.

(q) The prospective Bidder's computation of Net Financial Contracting Capacity (NFCC)

(r) The prospective bidder's computation of Audited Financial Statements (AFS)

***Class "B" Documents***

(s) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; or duly notarized statements from all potential joint venture partner stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**IV. FINANCIAL COMPONENT ENVELOPE**

(t) Original of duly signed and accomplished Financial Bid Form;

(u) Original of duly signed Bid Prices in Bill of Quantities;

(v) 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;

(w) Cash Flow by Quarter.

## *Section X. Bidding Documents*

## **TABLE OF CONTENTS**

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# Bid Form for the Procurement of Infrastructure Projects

*[shall be submitted with the Bid]*

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## BID FORM

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

Project Identification No. : \_\_\_\_\_

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>1</sup> for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
  
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- 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

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

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*].

1. 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
<b><u>Government</u></b>				
<b><u>Private</u></b>				

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]*

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## 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

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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]

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REPUBLIC OF THE PHILIPPINES )

CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*

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

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REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION**

**Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

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

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

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



[Insert signatory's legal capacity]

Affiant

**[Jurat]**

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

## 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 2024
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 : \_\_\_\_\_

