

**PHILIPPINE BIDDING DOCUMENTS**  
(As Harmonized with Development Partners)

**Procurement of  
INFRASTRUCTURE  
PROJECTS**

Government of the Republic of the Philippines

Proposed Urban Farming Vertical Garden and Rooftop Garden at  
Various Quezon City Public Building

Project No.: 20-00052

**Sixth Edition**  
**July 2020**

# 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***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



**REPUBLIC OF THE PHILIPPINES**  
**QUEZON CITY GOVERNMENT**



**BIDS AND AWARDS COMMITTEE FOR INFRASTRUCTURE & CONSULTANCY**  
2<sup>nd</sup> floor, Finance Building, Procurement Department, Quezon City Hall Complex, Elliptical Road, Quezon City

October 15, 2020

## INVITATION TO BID

No.	Project No.	Project Name	Location	District	Amount	Duration (Calendar Days)	Office	Source Fund
<b>Building - Small B</b>								
1	20-00051	Proposed Rehabilitation of Quezon City Heritage House and Social Hall at Quezon Memorial Circle	Central	4	Php2,965,359.63	120	City Engineering Department	General Fund-Engineering Dept.
<b>Parks - Small B</b>								
2	20-00052	Proposed Urban Farming Vertical Garden and Rooftop Garden at Various Quezon City Public	Various Barangays	1-6	Php2,341,737.84	75	City Engineering Department	General Fund-Engineering Dept.
3	20-00053	Proposed Vertical Gardens at Escopa 3 PUD Site	Escopa 3	3	Php2,939,871.22	75	City Engineering Department	General Fund-Engineering Dept.
4	20-00054	Proposed Improvement of Bernardo Park Park	Kamuning	4	Php4,337,597.20	75	City Engineering Department	General Fund-Engineering Dept.
5	20-00055	Proposed Improvement of Project 4 Park and Landscaping and Beautification of Evangelista	Milagrosa and Bagumbuhay	3	Php4,370,886.23	120	City Engineering Department	General Fund-Engineering Dept.
6	20-00056	Proposed Construction of Linear Park strip along Culiati Creek at Mines Street	Vasra	1	Php4,770,891.34	105	City Engineering Department	General Fund-Engineering Dept.
7	20-00057	Proposed Rehabilitation of Merry Homes Park	Sauyo	6	Php4,957,929.30	90	City Engineering Department	General Fund-Engineering Dept.
8	20-00058	Proposed Improvement of Bagong Silangan Park at Geronimo Street	Bagong Silangan	2	Php5,205,340.18	105	City Engineering Department	General Fund-Engineering Dept.
9	20-00059	Proposed Improvement of Manresa Park along Biak na Bato and Makaturing Streets	Manresa	1	Php5,375,666.42	105	City Engineering Department	General Fund-Engineering Dept.
10	20-00060	Proposed Improvement of Villilia Park at Villilia Subdivision	Talipapa	6	Php5,794,293.10	105	City Engineering Department	General Fund-Engineering Dept.
11	20-00061	Proposed Improvement of Toro Hills Park	Bahay Toro	1	Php5,980,734.72	120	City Engineering Department	General Fund-Engineering Dept.
12	20-00062	Proposed Improvement of Commonwealth Heights Park at Pres. Quezon Street	Commonwealth	2	Php6,342,179.40	120	City Engineering Department	General Fund-Engineering Dept.
13	20-00063	Proposed Rehabilitation of Hayaville II Park	Bahay Toro	1	Php6,345,518.48	120	City Engineering Department	General Fund-Engineering Dept.
14	20-00064	Proposed Improvement of Centennial Park at Lagro Blk 10	Greater Lagro	5	Php6,677,775.00	120	City Engineering Department	General Fund-Engineering Dept.
15	20-00065	Proposed Rehabilitation of Silvina Park at Silvina Subdivision	Talipapa	6	Php7,989,880.45	150	City Engineering Department	General Fund-Engineering Dept.
16	20-00066	Proposed Rehabilitation of Doña Faustina Park at Doña Faustina Subdivision	Culiati	6	Php14,361,635.54	210	City Engineering Department	General Fund-Engineering Dept.

- The **QUEZON CITY LOCAL GOVERNMENT** now invites bids for Various Projects. Completion of the works is required *as stated above*. 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

2. A complete set of Bidding Documents may be acquired by interested Bidders on **October 16, 2020** upon submission of a Document Request List (DRL) printed from the Philippine Government Electronic Procurement System (PhilGEPS) website from the address below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB.*

**STANDARD RATES:**

Approved Budget for the Contract	Maximum Cost of Bidding Documents (in Philippine Peso)
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00
More than 10 Million up to 50 Million	25,000.00

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of the bids.

3. The following are the requirements for purchase of Bidding Documents;
  1. PhilGEPS Registration Certificate (Platinum – 3 Pages)
  2. Document Request List (DRL)
  3. Authorization to purchase bidding documents
    - 3.1 Secretary’s Certificate (for corporation)
    - 3.2 Special Power of Attorney (for sole proprietorship)
  4. Notarized Joint Venture Agreement (if applicable)
  5. Letter of Intent

It must be duly received by the BAC Secretariat at 2<sup>nd</sup> Floor, Procurement Department, Finance Building, Quezon City Hall Compound on or before **October 23, 2020 - 5:00PM**

4. The ***QC- BAC- INFRASTRUCTURE & CONSULTANCY*** will hold a Pre-Bid Conference on **October 29, 2020 at 1:30 PM** at **2<sup>nd</sup> Floor, Procurement Department-Bidding Room, Finance Building, Quezon City Hall Compound** or we encourage the prospective bidders to join through our **Virtual Conference (ZOOM APP)**  
**Meeting ID: 89111859539**  
**Password : 598996**

5. Bids must be duly received by the BAC Secretariat at the address below on or before **November 10, 2020 – 9:00AM**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause.

Bid opening will be on **November 10, 2020 - 10:00AM** at **2<sup>nd</sup> Floor, Procurement Department-Bidding Room, Finance Building, Quezon City Hall Compound**. Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below. Late bids shall not be accepted.

6. The ***Quezon City Local Government*** 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

7. For further information, please refer to:

**ATTY. DOMINIC B. GARCIA**  
OIC, Procurement Department  
2<sup>nd</sup> Floor, Procurement Department,  
Finance Building, Quezon City Hall Compound  
Elliptical Road, Barangay Central Diliman, Quezon City.  
Tel. No. (02)8988-4242 loc. 8506/8710  
Email Add: [procurement@quezoncity.gov.ph](mailto:procurement@quezoncity.gov.ph)  
Website: [www.quezoncity.gov.ph](http://www.quezoncity.gov.ph)

By:

  
**ATTY. MARK DALE DIAMOND P. PERRAL**  
Chairman BAC-Infra and Consultancy 

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

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, *[indicate name]* invites Bids for the *[insert Procurement Project]*, with Project Identification Number *[indicate number]*.

*[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]*

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for *[indicate funding year]* in the amount of *[indicate amount]*.

2.2. The source of funding is:

*[If an early procurement activity, select one and delete others:]*

- a. NGA, the National Expenditure Program.
- b. GOCC and GFIs, the proposed Corporate Operating Budget.
- c. LGUs, the proposed Local Expenditure Program.

*[If not an early procurement activity, select one and delete others:]*

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.
- c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

## 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:  
[Select one, delete other/s]

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
  - b. Subcontracting is not allowed.
- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding , state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterion stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *{[insert if applicable]}* 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 PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

## **11. Documents Comprising the Bid: Financial Component**

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

## **12. Alternative Bids**

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

## **13. Bid Prices**

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during

contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

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

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

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

*[Select one, delete other/s]*

a. Philippine Pesos.

b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP.]*

#### **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 *[indicate date]*. 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.

#### **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 16 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***

### **Notes on the Bid Data Sheet (BDS)**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is <i>Quezon City Government</i></p> <p>The name of the Contract is <b><i>PROPOSED URBAN FARMING VERTICAL GARDEN AND ROOFTOP GARDEN AT VARIOUS QUEZON CITY PUBLIC BUILDING, VARIOUS BARANGAYS</i></b></p> <p>The identification number of the Contract is <b><i>20-00052</i></b></p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through <b><i>General Fund-Engineering Dept.</i></b> in the amount of <b><i>Two Million Three Hundred Forty One Thousand Seven Hundred Thirty Seven Pesos &amp; 84/100 Cts. (₱ 2,341,737.84).</i></b></p> <p><b><i>NOTE: In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of Government-Owned and/or –Controlled Corporations, Government Financial Institutions, and State Universities and Colleges, the Corporate Budget for the contract approved by the governing Boards; in the case of Local Government Units, the Budget for the contract approved by the respective Sanggunian.</i></b></p> <p>The name of the Project is <b><i>Proposed Urban Farming Vertical Garden and Rooftop Garden at Various Quezon City Public Building, Various Barangays, District 1-6, Quezon City</i></b></p>
3.1	No further instructions.
5.1	<p>In addition, eligible bidders shall qualify or comply with the following:</p> <p>1. Bidders with valid Philippine Contractors Accreditation Board (PCAB) Type</p> <p style="padding-left: 40px;"><input type="checkbox"/> <b><i>Parks - Small B</i></b></p> <p>2. Completed construction project(s) which is similar to the Project and which cost at least fifty percent (50%) of the ABC.</p>
5.2	Bidding is <b>restricted to eligible bidders</b> as defined in ITB Clause 5.1.
5.4(a)	No further instructions.
5.4(b)	For this purpose, similar contracts shall refer to contracts which have the same major categories of work.
8.1	<b>Subcontracting is not allowed</b>
8.2	Not applicable

9.1	<p>The <b>QC-BAC- Infrastructure and Consultancy</b> will hold a pre-bid conference for this Project on <b>October 29, 2020 1:30 P.M.</b> at 2<sup>nd</sup> Floor, Procurement Department-Bidding Room, Finance Building, Quezon City Hall Compound or we encourage the prospective bidders to join through our <b>Virtual Conference (ZOOM APP)</b>  Meeting ID: 89111859539  Password : 598996</p>																				
10.1	<p>The Procuring Entity's address is:</p> <p><b>QUEZON CITY GOVERNMENT</b>  Quezon City Hall Compound  Barangay Central, Quezon City</p> <p><b>ATTY. DOMINIC B. GARCIA</b>  Procurement Department  2<sup>nd</sup> Floor, Finance Building,  Quezon City Hall Compound,  Barangay Central, Quezon City  8988-4242 loc. 8709/8710  Email Add: <a href="mailto:procurement@quezoncity.gov.ph">procurement@quezoncity.gov.ph</a>  Website: <a href="http://www.quezoncity.gov.ph">www.quezoncity.gov.ph</a></p>																				
10.4	No further instructions.																				
12	<p>Bidders are encouraged but not required to comply with the following:</p> <ul style="list-style-type: none"> <li>-all copy documents be originally stamped “Certified True Copy”and duly signed by the authorized signatory;</li> <li>-use of more visible color of ink other than black when stamping for Certified True Copy; and</li> <li>-tabbing of the required documents</li> </ul>																				
12.1(a)	In the statement of all on-going and completed contracts, all requirements in support of the enumerated projects shall be presented in proper sequence as they appear in the issued bid documents.																				
12.1(a)(ii)	Each contractor shall submit its relevant and number of completed projects which shall be subjected to detailed evaluation later on.																				
12.1(b)(ii.2)	<p>The minimum work experience requirements for key personnel are the following:</p> <table border="1" data-bbox="393 1769 1446 2006"> <thead> <tr> <th>Qty.</th> <th><u>Key Personnel</u></th> <th><u>General Experience</u></th> <th><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Project Engineer</td> <td>3 years</td> <td>3 years</td> </tr> <tr> <td>1</td> <td>Construction Foreman</td> <td>3 years</td> <td>3 years</td> </tr> <tr> <td>8</td> <td>Skilled Worker</td> <td>3 years</td> <td>3 years</td> </tr> <tr> <td>10</td> <td>Unskilled Worker</td> <td>3 years</td> <td>3 years</td> </tr> </tbody> </table> <p><i>In addition, the bidder must execute an affidavit of undertaking duly notarized stating that the foregoing personnel shall perform work exclusively for the project until its completion. Please see attached bid forms.</i></p>	Qty.	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	1	Project Engineer	3 years	3 years	1	Construction Foreman	3 years	3 years	8	Skilled Worker	3 years	3 years	10	Unskilled Worker	3 years	3 years
Qty.	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>																		
1	Project Engineer	3 years	3 years																		
1	Construction Foreman	3 years	3 years																		
8	Skilled Worker	3 years	3 years																		
10	Unskilled Worker	3 years	3 years																		

12.1(b)(iii.3)	<p>The minimum major equipment requirements are the following:</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;"><i>Equipment</i></th> <th style="text-align: center;"><u>Capacity</u></th> <th style="text-align: center;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><i>Welding Machine</i></td> <td></td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;"><i>Minor Tools</i></td> <td></td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;"><i>Elf Truck / Mini Dump Truck</i></td> <td></td> <td style="text-align: center;">1 unit</td> </tr> </tbody> </table> <p>In addition, the bidder must execute an affidavit of undertaking duly notarized stating that the foregoing equipment shall be used exclusively for the project until its completion. Please see attached bid forms.</p>	<i>Equipment</i>	<u>Capacity</u>	<u>Number of Units</u>	<i>Welding Machine</i>		3	<i>Minor Tools</i>		3	<i>Elf Truck / Mini Dump Truck</i>		1 unit
<i>Equipment</i>	<u>Capacity</u>	<u>Number of Units</u>											
<i>Welding Machine</i>		3											
<i>Minor Tools</i>		3											
<i>Elf Truck / Mini Dump Truck</i>		1 unit											
12.1.(b).(iii)	<p>The bidder’s authorized signatory is the one who executes the Omnibus Sworn Statement, otherwise, a separate Special Power of Attorney (SPA) shall be attached in support of the Omnibus Sworn Statement.</p> <p>An Affidavit of Site Inspection shall also be submitted or as part of the Omnibus Sworn Statement.</p>												
13.1	“No additional Requirements.												
13.1(b)	<p>This shall include all of the following documents:</p> <ul style="list-style-type: none"> <li>• Bid prices in the Bill of Quantities;</li> <li>• Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and</li> <li>• Cash flow by quarter or payment schedule.</li> </ul>												
13.2	<p>The ABC is <b><i>Two Million Three Hundred Forty One Thousand Seven Hundred Thirty TSeven Pesos &amp; 84/100 Cts. (₱ 2,341,737.84)</i></b>. Any bid with a financial component exceeding this amount shall not be accepted.</p>												
14.2	No further instructions												
15.4	No further instruction												
16.1	The bid prices shall be quoted in Philippine Pesos.												
16.3	No further instructions.												
17.1	<p>Bids will be valid until <b><i>120 calendar days from opening of bids</i></b></p> <p>Surety Bond issued by the private insurance company shall be callable on demand, valid up to 120cd, affixed with documentary stamps, with original Official Receipt of premium payment, and accompanied by a Certificate of Authority to issue such security by the Insurance Commission. For bonds issued by the GSIS certification by the Insurance Commission and documentary stamps are not required.</p>												
18.1	<p>The bid security shall be in the form of a <b>Bid Securing Declaration</b> or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>• The amount of not less than <b>₱ 46,834.76 [2% of ABC]</b>, if bid security is in</li> </ul>												

	<p>cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <ul style="list-style-type: none"> <li>The amount of not less than ₱ <b>117,086.89 [5% of ABC]</b> if bid security is in Surety Bond.</li> </ul>
18.2	The bid security shall be valid until <b>120 calendar days from opening of bids</b>
20.3	Each Bidder shall submit <i>one (1) original</i> ) and one (1) copies of the first and second components of its bid.
21	<p>The address for submission of bids is at Bids and Awards Committee (BAC) <i>Bidding Room, Procurement Department, 2<sup>nd</sup> Floor, Civic Center Building F, Quezon City Hall Compound, Barangay Central, Quezon City</i></p> <p>The deadline for submission of bids is <b>9:00 AM, November 10, 2020.</b></p>
24.1	<p>The place of bid opening is at Bids and Awards Committee (BAC) <i>Bidding Room, Procurement Department, 2<sup>nd</sup> Floor, Civic Center Building F, Quezon City Hall Compound, Barangay Central, Quezon City</i></p> <p>The date and time of bid opening is <b>10:00 AM, November, 2020.</b></p>
24.2	No further instructions.
24.3	No further instructions.
27.3	<b>Partial bid is not allowed.</b> The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
27.4	No further instructions.
28.2	<b>None</b>
31.4(f)	<p><b>Additional Contract Documents relevant to the Project as required:</b></p> <ol style="list-style-type: none"> <li><b>1. Construction Schedule and S-curve,</b></li> <li><b>2. Manpower Schedule,</b></li> <li><b>3. Construction Methods,</b></li> <li><b>4. Equipment Utilization Schedule,</b></li> <li><b>5. PERT/CPM or other acceptable tools of project scheduling, shall be included in the submission of Technical Proposal.</b></li> </ol>



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

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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

4.1. 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.

4.2. 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***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## *Section VI. Specifications*

### **Notes on Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be

accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.





**PROJECT** : Proposed Urban Farming Vertical Garden and Rooftop Garden at Various Quezon City Public Buildings

**LOCATION** : Various Barangays, Quezon City

## SPECIFICATION

20-00052

### 1. GENERAL REQUIREMENTS:

**1.0 GENERAL INTENTION-** It is the declared and acknowledged intention of the City Government to provide the public and complete the Proposed Urban Farming Vertical Garden and Rooftop Garden at Various Quezon City Public Buildings, Various Barangays, Quezon City, and be ready for use.

**1.1 GENERAL DESCRIPTION OF WORK** - The contractor shall study the plans and conduct site investigation and inspection of the area in order to familiarize himself with the extent, condition and nature of work involved.

**1.2 LIQUIDATED DAMAGES** - The time of completion of construction of the project is of essence to the contract. Should the contractor neglect, refuse or fail to complete the construction within time herein provided, then in the event and in view of the difficulty of estimating with exactness the damage caused by delay, the representing agency will compute the liquidated damages as specified on RA 9184 and its implementing rules and regulations.

**1.3 SPECIAL CONDITION** - Prior to start of work, the contractor shall coordinate with government regarding the removal and disposal of existing materials and structures at the site.

**1.4 GENERAL SAFETY-** The contractor shall control the generation of dust and flying particles from his operations to prevent creation of nuisance to the public. All materials for construction shall be properly stored and all materials for disposal shall be properly disposed of. The site shall have fence and barricade for safety.

**1.5 MATERIALS SUBSTITUTE** - Whenever item or class of materials is specified exclusively by trade name, by manufacturers name or by catalogue references, only such item shall be used unless the implementing agency's approval for substitution is secured before using equal quality of materials.

**1.6 SHOP DRAWINGS OF REPORT** - The contractor shall submit a shop drawing subject for approval of the implementing agency before using or applying to the actual construction.

**1.7 PAYMENT** - Payment for each accomplished work shall be based on the approved construction contract.

**1.8 QUALITY CONTROL** - The contractor shall coordinate with the Parks Department to maintain the quality of materials used in the construction. All samples for testing shall be provided by the contractor at no additional cost to the City Government. When test samples fail to meet the specification requirements, the materials represented by the samples shall be replaced and the cost of retesting will be shouldered by the contractor.

## 2. SITE WORKS:

20-00052

**SCOPE:** This section includes Proposed Urban Farming Vertical Garden and Rooftop Garden at Various Quezon City Public Buildings, Various Barangays, Quezon City.

### 2.0 HARDWARE:

Provide all rough hardware required for the construction works: nails, tie wire, deformed bars, GI pipe, angle bar, welded wire and plain GI sheet as specified in the approved plan.

### 2.1 FABRICATED MATERIALS:

Provide all fabricated materials as specified and shown on the approved plan.

### 2.2 PAINTING:

All paints shall meet the required specifications and shall be delivered at the site in the original container. Use Boysen or approved equivalent by the Project Engineer in the execution of the work.

- a) Steel surfaces shall be treated with Red oxide Primer before the application of paint. In general, rough surfaces of concrete shall be properly puttied before any application of paint.
- b) For the final coat, a color scheme shall be provided by the Implementing Agency.

### 2.3 URBAN GARDEN:

Provide all plants, garden soil, compost and pots required for urban vertical garden as per approved plan.

### 2.4 BILLBOARD:

This item shall include the furnishing of billboard to provide the public of various information regarding the project.

### 2.5 CLEAN UP:

When the work is completed, the contractor shall remove all temporary structures and surplus materials of every sort, restore what have been removed before leaving and leave the premises or site in good condition as he had originally found them.

### 2.6 SUBMITTAL REQUIREMENTS:

The contractor, during the progress of work, shall keep careful records of all changes, where the actual installation differs from the shown drawings. Upon completion, the contractor shall in a neat and accurate manner, finalize "AS BUILT" drawings on tracing paper together with the logbook signed by the Contractor's Engineer.

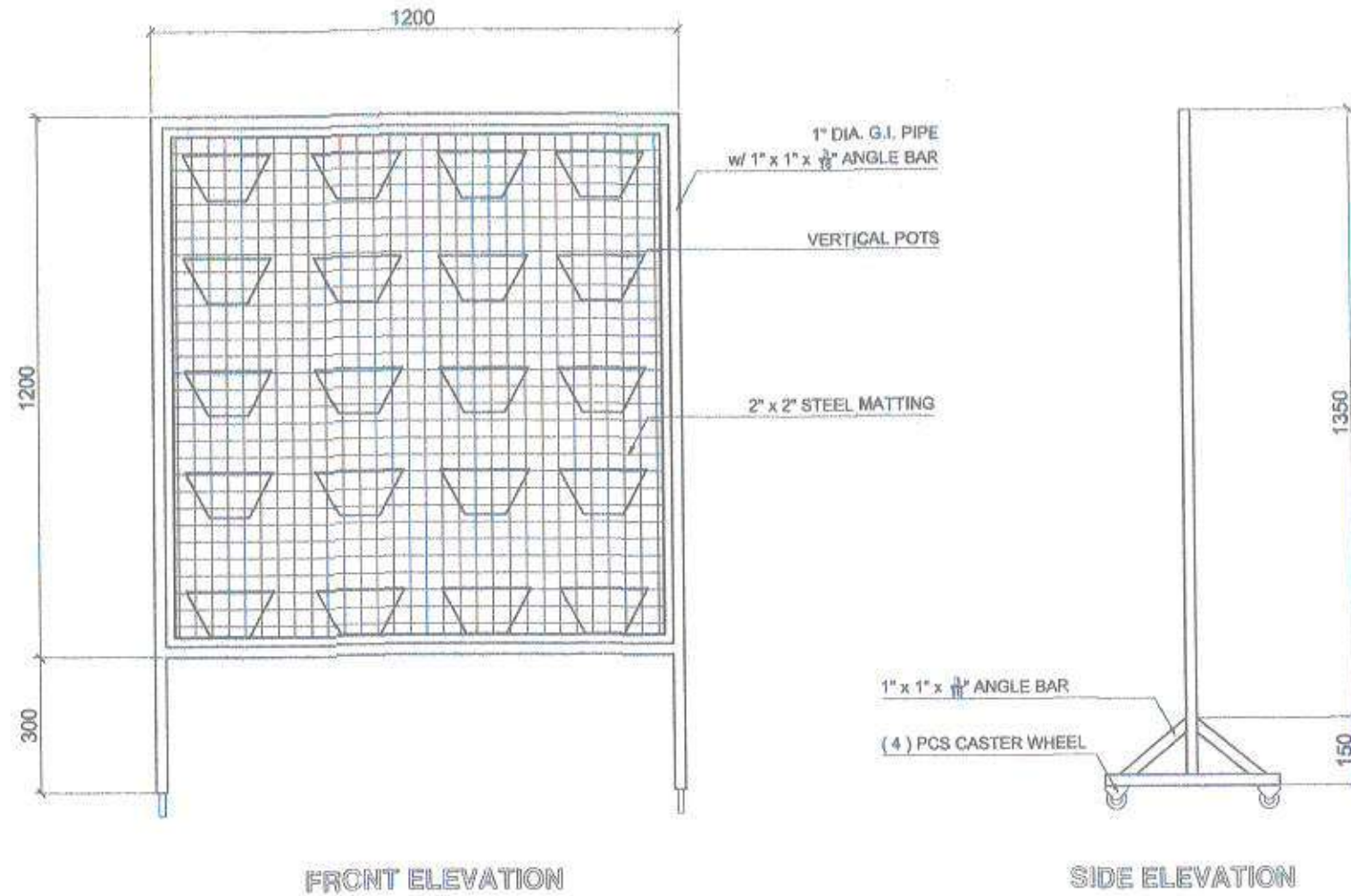
Prepared by:

  
**MARK JUSTIN M. FRADEJAS**  
Engineer I

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




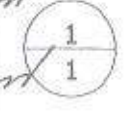
*[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]*

20-00052



1 VERTICAL GARDEN DETAIL

SCALE 1 : 15 MTS.

PREPARED BY :	RECOMMENDING APPROVAL :	APPROVED BY :	PROJECT TITLE :	SHEET CONTENT :	NOTED BY : M.S.T	SHEET NO.:
 <b>PARKS</b> DEVELOPMENT & ADMINISTRATION DEPARTMENT	 Arch. NANCY G. ESCUERRA CITY GOVERNMENT DEPARTMENT HEAD III	 Hon. MA. JOSEFINA G. BELMONTE CITY MAYOR QUEZON CITY	PROPOSED URBAN FARMING VERTICAL GARDEN AND ROOFTOP GARDEN AT VARIOUS QUEZON CITY PUBLIC BUILDING LOCATION: VARIOUS BARANGAYS	FRONT ELEVATION SIDE ELEVATION	DATE : 8/7/2020 CHECKED BY: L.S. DATE : 8/7/2020 CADD BY: M.D. DATE : 8/7/2020	

## *Section VIII. Bill of Quantities*

### **Notes on the Bill of Quantities**

#### **Objectives**

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

#### **Daywork Schedule**

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

#### **Provisional Sums**

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

### **Signature Box**

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

**BILL OF QUANTITIES**  
(Parks Improvement/Rehabilitation Project)

**PROJECT :** PROPOSED URBAN FARMING VERTICAL GARDEN AND ROOFTOP GARDEN AT VARIOUS QUEZON CITY PUBLIC BUILDING

**LOCATION :** VARIOUS BARANGAYS, DISTRICT 1-6, QUEZON CITY

**PROJECT NO. :** 20 - 00052

**DURATION :** Seventy Five (75) Calendar Days

**SCOPE OF WORK :**

- 1.00 General Requirements
- 2.00 Installation of Urban Garden in Civic Building F Rooftop
- 3.00 Installation of Vertical Garden

ITEM NO.	WORK DESCRIPTION AND SCOPE OF WORK	UNIT	QTY	UNIT COST	MATERIAL COST	LABOR COST	TOTAL COST
<b>1.00</b>	<b>General Requirements</b>						
	Temporary enclosure	lot	1	P	P		P
	Temporary office and warehouse	lot	1				
	Temporary lighting and water facilities	days	75				
	Billboard	unit	1				
	<b>Sub-total # 1.00</b>				P		P
<b>2.00</b>	<b>Installation of Urban Garden in Civic Building F Rooftop</b>						
	<b>2.01 Plastic Drum</b>						
	Plastic Half-drum w/ caster wheel	units	8				
	Garden soil	cu.m	1				
	<b>2.02 Plant rack/stand:</b>						
	Caster Wheel with complete accessories and lock	rollers	24				
	Angle bar, 1" x 1" x 3/16	kgs	210				
	Welded wire, 2" x 2"	pcs	2				
	Welding Rod	kgs	10				
	Cutting Disc	pc	2				
	Painting (primer)	sq.m	18				
	Painting (steel)	sq.m	18				
	<b>2.03 Planter box</b>						
	Caster Wheel with complete accessories and lock	rollers	192				
	Wood lumber, 2 x 2 x 10'	pcs	288				
	Plain G.I Sheet, GA 26 (0.5mm)	pcs	59				
	Assorted Nails	kgs	30				
	Geotextile Sheet	sq.m	72				
	Painting (wood)	sq.m	144				
	<b>2.04 Trellis</b>						
	Bamboo plank/pole	bundle	12				
	Assorted Nails	kgs	6				
	Painting (wood)	sq.m	29				
	<b>2.05 Portable Greenhouse</b>						
	Greenhouse (plastic)	unit	1				

ITEM NO.	WORK DESCRIPTION AND SCOPE OF WORK	UNIT	QTY	UNIT COST	MATERIAL COST	LABOR COST	TOTAL COST
	<b>2.06 Landscaping</b>						
	Malungay, Kalamansi	units	8				
	Eggplant, Red Pepper	units	7				
	Pechay, Upland Kangkong	units	11				
	Stringbeans	units	6				
	Lemmon Grass	units	1				
	Sweet Potato	units	12				
	Compost/Vermicast	sacks	2				
	Carbonized Ricehull	sacks	2				
	Garden soil	cu.m	10				
	<b>Sub-total # 2.00</b>				P	P	P
<b>3.00</b>	<b>Installation of Vertical Garden</b>						
	<b>3.01 Vertical Garden Stand: (24 units) Barangays of District 1</b>						
	<b>(Bahay Toro, Project 6, Ramon Magsaysay)</b>						
	Caster Wheel with complete accessories and lock	pcs	96				
	G.I pipe, 1" dia	kgs	504				
	Angle bar, 1" x 1" x 3/16	kgs	408				
	Welded wire, 2" x 2"	pcs	36				
	Welding Rod	kgs	25				
	Cutting Disc	pcs	8				
	Painting (primer)	sq.m	96				
	Painting (steel)	sq.m	96				
	<b>- Landscaping</b>						
	Lettuce, Mustard, Pechay	units	29				
	Compost/Vermicast	sack	1				
	Carbonized Ricehull	sack	1				
	Vertical Pots	pcs	18				
	Garden soil	cu.m	4				
					P	P	P
	<b>3.02 Vertical Garden Stand: (12 units) Barangays of District 2</b>						
	<b>(Batasan Hills, Holy Spirit)</b>						
	Caster Wheel with complete accessories and lock	pcs	48				
	G.I pipe, 1" dia	kgs	252				
	Angle bar, 1" x 1" x 3/16	kgs	204				
	Welded wire, 2" x 2"	pcs	18				
	Welding Rod	kgs	10				
	Cutting Disc	pcs	4				
	Painting (primer)	sq.m	48				
	Painting (steel)	sq.m	48				
	<b>- Landscaping</b>						
	Lettuce, Mustard, Pechay	units	29				
	Compost/Vermicast	sack	1				
	Carbonized Ricehull	sack	1				
	Vertical Pots	pcs	18				
	Garden soil	cu.m	2				
					P	P	P



ITEM NO.	WORK DESCRIPTION AND SCOPE OF WORK	UNIT	QTY	UNIT COST	MATERIAL COST	LABOR COST	TOTAL COST
	<b>3.03 Vertical Garden Stand: (24 units) Barangays of District 3</b>						
	<b>(Blue Ridge A, Blue Ridge B, Camp Aguinaldo, Quirino 2-B)</b>						
	Caster Wheel with complete accessories and lock	pcs	96				
	G.I pipe, 1" dia	kgs	504				
	Angle bar, 1" x 1" x 3/16	kgs	408				
	Welded wire, 2" x 2"	pcs	36				
	Welding Rod	kgs	25				
	Cutting Disc	pcs	8				
	Painting (primer)	sq.m	96				
	Painting (steel)	sq.m	96				
	<b>- Landscaping</b>						
	Lettuce, Mustard, Pechay	units	29				
	Compost/Vermicast	sack	1				
	Carbonized Ricehull	sack	1				
	Vertical Pots	pcs	18				
	Garden soil	cu.m	4				
					P	P	P
	<b>3.04 Vertical Garden Stand: (24 units) Barangays of District 4</b>						
	<b>(Pinyahan, Roxas, San Isidro Galas, Tatalon)</b>						
	Caster Wheel with complete accessories and lock	pcs	96				
	G.I pipe, 1" dia	kgs	504				
	Angle bar, 1" x 1" x 3/16	kgs	408				
	Welded wire, 2" x 2"	pcs	36				
	Welding Rod	kgs	25				
	Cutting Disc	pcs	8				
	Painting (primer)	sq.m	96				
	Painting (steel)	sq.m	96				
	<b>- Landscaping</b>						
	Lettuce, Mustard, Pechay	units	29				
	Compost/Vermicast	sack	1				
	Carbonized Ricehull	sack	1				
	Vertical Pots	pcs	18				
	Garden soil	cu.m	4				
					P	P	P
	<b>3.05 Vertical Garden Stand: ( 12 units) Barangays of District 5</b>						
	<b>(North Fairview, Nova Proper)</b>						
	Caster Wheel with complete accessories and lock	pcs	48				
	G.I pipe, 1" dia	kgs	252				
	Angle bar, 1" x 1" x 3/16	kgs	204				
	Welded wire, 2" x 2"	pcs	18				
	Welding Rod	kgs	10				
	Cutting Disc	pcs	4				
	Painting (primer)	sq.m	48				
	Painting (steel)	sq.m	48				
	<b>Landscaping</b>						
	Lettuce, Mustard, Pechay	units	29				
	Compost/Vermicast	sack	1				
	Carbonized Ricehull	sack	1				
	Vertical Pots	pcs	18				
	Garden soil	cu.m	4				
					P	P	P

ITEM NO.	WORK DESCRIPTION AND SCOPE OF WORK	UNIT	QTY	UNIT COST	MATERIAL COST	LABOR COST	TOTAL COST
	<b>3.06 Vertical Garden Stand: ( 12 units) Barangays of District 6</b>						
	<b>(Baesa, Talipapa)</b>						
	Caster Wheel with complete accessories and lock	pcs	48				
	G.I pipe, 1" dia	kgs	252				
	Angle bar, 1" x 1" x 3/16	kgs	204				
	Welded wire, 2" x 2"	pcs	18				
	Welding Rod	kgs	10				
	Cutting Disc	pcs	4				
	Painting (primer)	sq.m	48				
	Painting (steel)	sq.m	48				
	<b>- Landscaping</b>						
	Lettuce, Mustard, Pechay	units	29				
	Compost/Vermicast	sack	1				
	Carbonized Ricehull	sack	1				
	Vertical Pots	pcs	18				
	Garden soil	cu.m	2				
					P	P	P
	<b>Sub-total # 3.00</b>				P	P	P
<b>TOTAL DIRECT COST</b>							P
<b>OCM</b>							
<b>PROFIT</b>							
<b>VAT (OCM, Profit, TDC, Permits)</b>							
<b>TOTAL INDIRECT COST</b>							
<b>TOTAL PROJECT COST</b>							P

**PROJECT : PROPOSED URBAN FARMING VERTICAL GARDEN AND ROOFTOP GARDEN AT VARIOUS QUEZON CITY PUBLIC BUILDING**

**LOCATION : VARIOUS BARANGAYS, DISTRICT 1-6, QUEZON CITY**

**PROJECT NO. : 20 - 00052**

**DURATION : Seventy Five (75) Calendar Days**

***BREAKDOWN OF COST***

<b>NO.</b>	<b>ITEM OF WORK / DESCRIPTION</b>	<b>MATERIALS COST</b>	<b>LABOR COST</b>	<b>INDIRECT COST</b>	<b>AGGREGATE COST</b>
1.00	General Requirements	P	P	P	P
2.00	Installation of Urban Garden in Civic Building F Rooftop				
3.00	Installation of Vertical Garden				
	<b>TOTAL</b>	P	P	P	P

**TOTAL COST P**

LUMP SUM BID IN WORDS : \_\_\_\_\_

\_\_\_\_\_

Contractor : \_\_\_\_\_

## ***Section IX. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

## Bid Form

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

IB<sup>1</sup> N°: \_\_\_\_\_

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

Address: *[insert address]*

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;

The discounts offered and the methodology for their application are: *[insert information]*;

- (c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) 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;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- (f) 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;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) 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

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<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- (k) 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: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

## Form of 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 *[insert the amount in specified currency in numbers and words]* 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 shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Drawings/Plans;
  - (c) Specifications;
  - (d) Invitation to Bid;
  - (e) Instructions to Bidders;
  - (f) Bid Data Sheet;
  - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
  - (h) 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;
  - (i) Eligibility requirements, documents and/or statements;
  - (j) Performance Security;
  - (k) Notice of Award of Contract and the Bidder’s conforme thereto;
  - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Contractor).

Binding Signature of Procuring Entity

\_\_\_\_\_

Binding Signature of Contractor

\_\_\_\_\_

*[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement]*



## Omnibus Sworn Statement

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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]* *[insert "as shown in the attached duly notarized Special Power of Attorney" for the authorized representative]*;

*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]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, 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;

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

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

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

*If a sole proprietorship:* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure 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.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

\* This form will not apply for WB funded projects.

## Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

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

X-----X

**Invitation to Bid** [*Insert reference 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 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 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 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;
  - c. I am/we are declared as 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'S AUTHORIZED REPRESENTATIVE]**  
**[Insert signatory's legal capacity]**

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

**Serial No. of Commission** \_\_\_\_\_  
**Notary Public for** \_\_\_\_\_ **until** \_\_\_\_\_  
**Roll of Attorneys No.** \_\_\_\_\_  
**PTR No.** \_\_, [date issued], [place issued]  
**IBP No.** \_\_, [date issued], [place issued]  
**Doc. No.** \_\_\_\_  
**Page No.** \_\_\_\_  
**Book No.** \_\_\_\_  
**Series of** \_\_\_\_.

REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_ ) S. S.

**AFFIDAVIT OF UNDERTAKING**

I, \_\_\_\_\_, of legal age, Filipino, \_\_\_\_\_ **[OFFICER OR REPRESENTATIVE]**

with office address at \_\_\_\_\_ after having been duly sworn to in accordance with law, hereby voluntary depose and state:

That I am duly authorized representative of the **[Name of Bidder]** to execute this undertaking as evidenced by Secretary’s Certificate and Board Resolution.

That **[Name of Bidder]** bidding for the (Name of Project)

That relative to the aforementioned Project, the **[Name of Bidder]** hereby undertake that the equipment to be use and the key personnel to be assign shall exclusively be used and will only perform to the said project until its completion.

That I am executing this affidavit to attest to the truth of the foregoing and in compliance with the submission of the technical requirements for the public bidding of the said project.

IN WITNESS HEREOF, I have hereunto signed my name below this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.

AFFIANT FURTHER SAYETH NAUGHT.

\_\_\_\_\_

Affiant

**SUBSCRIBED AND SWORN TO BEFORE ME** this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in \_\_\_\_\_,

affiant exhibiting to me his/her \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_.

Doc. No. ;  
Page No. ;  
Book No. ;  
Series of 2020

\_\_\_\_\_

Notary Public

