

# PHILIPPINE BIDDING DOCUMENTS

**Project ID: CIAC-BAC-Goods-P75**

## Contracting of Services for the Maintenance of 157.82 Hectares CIAC Landside Sodded Grounds

Government of the Republic of the  
Philippines

Sixth Edition  
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# Table of Contents

|  |           |
|--|-----------|
| <b>Glossary of Acronyms, Terms, and Abbreviations</b>                  | <b>3</b>  |
| <b>Section I. Invitation to Bid</b>                                    | <b>6</b>  |
| <b>Section II. Instructions to Bidders</b>                             | <b>9</b>  |
| 1. Scope of Bid  | 10        |
| 2. Funding Information   | 10        |
| 3. Bidding Requirements  | 10        |
| 4. Corrupt, Fraudulent, Collusive, and Coercive Practices              | 10        |
| 5. Eligible Bidders  | 10        |
| 6. Origin of Goods   | 11        |
| 7. Subcontractors  | 11        |
| 8. Pre-Bid Conference  | 11        |
| 9. Clarification and Amendment of Bidding Documents                    | 11        |
| 10. Documents comprising the Bid: Eligibility and Technical Components | 11        |
| 11. Documents comprising the Bid: Financial Component                  | 12        |
| 12. Bid Prices   | 12        |
| 13. Bid and Payment Currencies   | 13        |
| 14. Bid Security   | 13        |
| 15. Sealing and Marking of Bids  | 13        |
| 16. Deadline for Submission of Bids                                    | 13        |
| 17. Opening and Preliminary Examination of Bids                        | 13        |
| 18. Document Preferences   | 14        |
| 19. Detailed Evaluation and Comparison of Bids                         | 14        |
| 20. Post-Qualification   | 14        |
| 21. Signing of the Contract  | 15        |
| <b>Section III. Bid Data Sheet</b>                                     | <b>16</b> |
| <b>Section IV. General Conditions of Contract</b>                      | <b>19</b> |
| 1. Scope of Contract   | 20        |
| 2. Advance Payment and Terms of Payment                                | 20        |
| 3. Performance Security  | 20        |
| 4. Inspection and Tests  | 20        |
| 5. Warranty  | 21        |
| 6. Liability of the Supplier   | 21        |
| <b>Section V. Special Conditions of Contract</b>                       | <b>22</b> |
| <b>Section VI. Schedule of Requirements</b>                            | <b>24</b> |
| <b>Section VII. Technical Specifications</b>                           | <b>26</b> |
| <b>Section VIII. Checklist of Technical and Financial Documents</b>    | <b>34</b> |
| <b>Section IX. Bidding Forms</b>                                       | <b>37</b> |

# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** –Approved Budget for the Contract.

**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 Sentralng Pilipinas.

**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])

**CDA** - Cooperative Development Authority.

**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.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**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]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**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.

**GPPB** –Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**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.

**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.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations

# ***Section I. Invitation to Bid***



## INVITATION TO BID FOR CONTRACTING OF SERVICES FOR THE MAINTENANCE OF 157.82 HECTARES CIAC LANDSIDE SODDED GROUNDS

1. The Clark International Airport Corporation (CIAC), through the Corporate Budget of CY 2024 intends to apply the sum of **Nine Million Nine Hundred Twenty-Six Thousand Pesos (Php 9,926,000.00)** VAT inclusive being the ABC to payments under the contract **Contracting of Services for the Maintenance of 157.82 Hectares CIAC Landside Sodded Grounds** [CIAC-BAC-Goods-P75]. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Clark International Airport Corporation now invites bids for the above Procurement Project. The contract duration is ten (10) months commencing March 1, 2024 to December 31, 2024. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from the CIAC-BAC and inspect the Bidding Documents at the address given below from 8:00 am to 5:00 pm, Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **January 24, 2024 until the deadline of the Submission of Bid** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (Php10,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the bidding document fee in person or through the electronic mail as provided below
6. The **CIAC-BAC** will hold a Pre-Bid Conference on **January 31, 2024 (Wednesday), 10:00am** at the CIAC Corporate Office Building, Clark Freeport Zone, Pampanga and through video conferencing via Zoom application which shall be open to prospective bidders. Prospective bidders who are interested to participate in the Pre-Bid conference shall inform the CIAC-BAC and coordinate with the BAC Secretariat through the email address provided below.



(+63) 45 599 - 2888 to 97



Corporate Office Building  
Civil Aviation Complex  
Clark Freeport Zone  
Pampanga, Philippines 2023



ciac.gov.ph  
publicaffairs@ciac.gov.ph

7. Bids must be duly received by the BAC Secretariat through manual submission at the **Records Management Division, Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone**, on or before **February 12, 2024 (Monday), 10:00am** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **February 12, 2024 (Monday), 10:15am** at the **CIAC Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone** and through video conferencing via Zoom Application. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **CIAC** 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.

Each Bidder shall submit one (1) original and two (2) certified true copies of its bid.

11. For further information, please refer to:

**Office of the BAC Secretariat**

Clark International Airport Corporation, Clark Civil Aviation Complex

Clark Freeport Zone, Pampanga 2023

Telephone No.: [+6345] 599-2888 local 182

E-mail address: [ciac\\_bacsecretariat@yahoo.com](mailto:ciac_bacsecretariat@yahoo.com)

Web address: <https://ciac.gov.ph>

12. You may visit the following websites:

PhilGEPS: [www.philgeps.gov.ph](http://www.philgeps.gov.ph)

CIAC: [www.ciac.com.ph](http://www.ciac.com.ph)

Date of Issue: January 24, 2024

**Atty. RUSTICO D. QUIZON III**  
BAC Chairperson



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

## **1. Scope of Bid**

The Procuring Entity, Clark International Airport Corporation wishes to receive Bids for the Contracting of Services for the Maintenance of 157.82 Hectares CIAC Landside Sodded Grounds (CIAC-BAC-Goods-P75).

The Procurement Project (referred to herein as "Project") is the grass cutting of sodded grounds, the details of which are described in Section VII (Technical Specifications).

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for the Corporate Budget for CY 2024 in the amount of Nine Million Nine Hundred Twenty-Six Thousand Pesos (Php 9,926,000.00) VAT inclusive.

2.2. The source of funding is: GOCC and GFIs, the Corporate Operating Budget.

## **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 Manuals 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 **IB** 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 verified and accepted the general requirements of this Project, including 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, and Coercive Practices**

The Procuring Entity, as well as the Bidders and Suppliers, 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. Foreign ownership exceeding those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of 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, subject to Domestic Preference requirements under **ITB** Clause 18.

## **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 twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through video conferencing via zoom application 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 VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.

- 10.3. 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. Similar to the required authentication above, 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.

## **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 VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. 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. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through

carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

### **13. Bid and Payment Currencies**

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the 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.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

### **14. Bid Security**

- 14.1. 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**.
- 14.2. The Bid and bid security shall be valid until 120 days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. 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 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.

### **16. Deadline for Submission of Bids**

- 16.1. 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**.

### **17. Opening and Preliminary Examination of Bids**

- 17.1. 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.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The CIAC-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 the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:  
  
One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. 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**

- 21.1. 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 |  |
|------------|--|
| 5.3        | <p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. Contracting of Services for the Maintenance of Sodded Grounds with at least 50% of the ABC.</li> <li>b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ol>   |
| 7.1        | Subcontracting is not allowed.   |
| 12         | The price of the Goods shall be quoted DDP to Clark International Airport Corporation (CIAC) or the applicable International Commercial Terms (INCOTERMS) for this Project.  |
| 14.1       | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a. The amount of not less than <b>One Hundred Ninety-Eight Thousand Five Hundred Twenty Pesos (198,520.00)</b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Four Hundred Ninety-Six Thousand Three Hundred Pesos (496,300.00)</b> if bid security is in Surety Bond.</li> </ol>  |
| 19.3       | Not applicable.  |
| 20.1       | <p><b>Additional Post-Qualification Documentary Requirements</b></p> <ol style="list-style-type: none"> <li>1. Proof of Ownership or Lease Agreement for the lease of equipment to be exclusively used to CIAC project.</li> <li>2. Availability for inspection and actual field testing of all the tools and equipment based on the approved specifications. The Chief Mechanic of CIAC or its duly representative together with BAC-TWG shall conduct actual field testing of the above-listed equipment during post-qualification. CIAC Chief Mechanic must certify that all equipment required in this project is in satisfactory condition.</li> <li>3. Affidavit of Undertaking/Commitment for the exclusive use of equipment to CIAC project.</li> <li>4. The bidder must have a Certificate of Satisfactory Performance and/or Certificate of 100% Completion &amp; Acceptance in their previous project that is similar in nature.</li> </ol> <p>The bidder's failure to submit or comply with the foregoing during post-qualification shall cause the disqualification of the bidder. CIAC shall then resort to the next lowest calculated and complying bidder.</p> <p>Pursuant to RA 9184, partial delivery of services or any items under this Technical Specifications is not allowed.</p> |

|      |  |
|------|--|
| 20.2 | <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p>The Bidder shall submit Certified True Copy of the following documents filed using the Electronic Filing and Payment System (EFPS):</p> <ul style="list-style-type: none"> <li>a. <b>INCOME TAX RETURN</b>- refer to the latest ITR (BIR Form No. 1702 for Corporation and Partnership); and</li> <li>b. <b>BUSINESS TAX RETURNS</b>- refers to the:</li> </ul> <p>Pursuant to the Revenue Memorandum circular No. 5-2023 dated January 3, 2023, which states that " <b><i>beginning January 1, 2023, the filing and payment required under this subsection shall be done within twenty-five (25) days following the close of each taxable quarter</i></b>" In this regard, <u>VAT-registered taxpayers are not required to file the Monthly Value Added Tax Declaration (BIR Form No. 2550M) for transactions starting January 1, 2023 but will instead file the corresponding Quarterly Value Added Tax Return (BIR Form No. 2550Q) within twenty-five (25) days following the close of each taxable quarter when the transactions transpired.</u></p> <p>For Income Tax Returns:</p> <p>For participants already with an Annual ITR, Latest ITR shall refer to the ITR for the preceding Tax Year be it on a calendar or fiscal year. For new establishments which, therefore, have no annual ITR yet, it shall refer to the most recent quarter's ITR.</p> <p>For Latest Business Tax Return:<br/>Refers to the Value Added Tax (VAT) or Percentage tax returns covering the previous six months. For those with less than six (6) months of operations, this refers to the monthly business tax return filed to date.</p> <p>Certificate of Registration with National Privacy Commission (NPC).</p> |
| 21.2 | No additional contract documents.  |

## ***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.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## **2. Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder 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 of RA No. 9184.

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## ***Section V. Special Conditions of Contract***



## ***Section VI. Schedule of Requirements***

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

| Item Number                                       | Description   | Quantity       | Total        | Delivered, Weeks/Months |           |              |           |                    |           |                  |           |         |          |                   |          |                   |           |                |            |                     |            |   |           |                       |          |             |           |                           |           |       |                                   |             |              |  |
|---|---|----------------|--------------|-------------------------|-----------|--------------|-----------|--------------------|-----------|------------------|-----------|---------|----------|-------------------|----------|-------------------|-----------|----------------|------------|---------------------|------------|---|-----------|-----------------------|----------|-------------|-----------|---------------------------|-----------|-------|-----------------------------------|-------------|--------------|--|
| 1   | <p>Maintenance of 157.82 hectares (59.82 has – Prominent Area and 98 has – Non Prominent Area) CIAC Landside Sodded Grounds</p> <p>a. Ten (10) Months Grass cutting of 59.82 has. at 2x cutting for Prominent Areas</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Prominent Area</th> <th style="text-align: center;">Area (sq.m.)</th> </tr> </thead> <tbody> <tr> <td>ML Quezon Ave.</td> <td style="text-align: right;">18,345.00</td> </tr> <tr> <td>CM Recto Hwy</td> <td style="text-align: right;">38,470.00</td> </tr> <tr> <td>Andres Soriano Sr.</td> <td style="text-align: right;">13,770.00</td> </tr> <tr> <td>Ninoy Aquino Ave</td> <td style="text-align: right;">26,136.00</td> </tr> <tr> <td>P. Cruz</td> <td style="text-align: right;">5,064.00</td> </tr> <tr> <td>A. Bonifacio Ave.</td> <td style="text-align: right;">6,434.80</td> </tr> <tr> <td>Rdwy going to NTB</td> <td style="text-align: right;">39,662.00</td> </tr> <tr> <td>Gil Puyat Ave.</td> <td style="text-align: right;">161,204.00</td> </tr> <tr> <td>Prince Balagtas Ave</td> <td style="text-align: right;">129,196.00</td> </tr> <tr> <td>Rd from Gil Puyat Ave through Prince Balagtas Ave</td> <td style="text-align: right;">36,024.00</td> </tr> <tr> <td>Gil Puyat Ave Rotonda</td> <td style="text-align: right;">9,502.00</td> </tr> <tr> <td>Patrol Road</td> <td style="text-align: right;">79,303.00</td> </tr> <tr> <td>Corporate Office Building</td> <td style="text-align: right;">35,110.00</td> </tr> <tr> <td style="text-align: center;">TOTAL</td> <td style="text-align: right;">598,220.8 sq.m.<br/>59.82 hectares</td> </tr> </tbody> </table> | Prominent Area | Area (sq.m.) | ML Quezon Ave.          | 18,345.00 | CM Recto Hwy | 38,470.00 | Andres Soriano Sr. | 13,770.00 | Ninoy Aquino Ave | 26,136.00 | P. Cruz | 5,064.00 | A. Bonifacio Ave. | 6,434.80 | Rdwy going to NTB | 39,662.00 | Gil Puyat Ave. | 161,204.00 | Prince Balagtas Ave | 129,196.00 | Rd from Gil Puyat Ave through Prince Balagtas Ave | 36,024.00 | Gil Puyat Ave Rotonda | 9,502.00 | Patrol Road | 79,303.00 | Corporate Office Building | 35,110.00 | TOTAL | 598,220.8 sq.m.<br>59.82 hectares | 119.64 has. | 1,435.68 has | <p>Upon implementation of Contract (March 1, 2024 – December 31, 2024)</p> |
| Prominent Area                                    | Area (sq.m.)  |                |              |                         |           |              |           |                    |           |                  |           |         |          |                   |          |                   |           |                |            |                     |            |   |           |                       |          |             |           |                           |           |       |                                   |             |              |  |
| ML Quezon Ave.                                    | 18,345.00   |                |              |                         |           |              |           |                    |           |                  |           |         |          |                   |          |                   |           |                |            |                     |            |   |           |                       |          |             |           |                           |           |       |                                   |             |              |  |
| CM Recto Hwy                                      | 38,470.00   |                |              |                         |           |              |           |                    |           |                  |           |         |          |                   |          |                   |           |                |            |                     |            |   |           |                       |          |             |           |                           |           |       |                                   |             |              |  |
| Andres Soriano Sr.                                | 13,770.00   |                |              |                         |           |              |           |                    |           |                  |           |         |          |                   |          |                   |           |                |            |                     |            |   |           |                       |          |             |           |                           |           |       |                                   |             |              |  |
| Ninoy Aquino Ave                                  | 26,136.00   |                |              |                         |           |              |           |                    |           |                  |           |         |          |                   |          |                   |           |                |            |                     |            |   |           |                       |          |             |           |                           |           |       |                                   |             |              |  |
| P. Cruz   | 5,064.00  |                |              |                         |           |              |           |                    |           |                  |           |         |          |                   |          |                   |           |                |            |                     |            |   |           |                       |          |             |           |                           |           |       |                                   |             |              |  |
| A. Bonifacio Ave.                                 | 6,434.80  |                |              |                         |           |              |           |                    |           |                  |           |         |          |                   |          |                   |           |                |            |                     |            |   |           |                       |          |             |           |                           |           |       |                                   |             |              |  |
| Rdwy going to NTB                                 | 39,662.00   |                |              |                         |           |              |           |                    |           |                  |           |         |          |                   |          |                   |           |                |            |                     |            |   |           |                       |          |             |           |                           |           |       |                                   |             |              |  |
| Gil Puyat Ave.                                    | 161,204.00  |                |              |                         |           |              |           |                    |           |                  |           |         |          |                   |          |                   |           |                |            |                     |            |   |           |                       |          |             |           |                           |           |       |                                   |             |              |  |
| Prince Balagtas Ave                               | 129,196.00  |                |              |                         |           |              |           |                    |           |                  |           |         |          |                   |          |                   |           |                |            |                     |            |   |           |                       |          |             |           |                           |           |       |                                   |             |              |  |
| Rd from Gil Puyat Ave through Prince Balagtas Ave | 36,024.00   |                |              |                         |           |              |           |                    |           |                  |           |         |          |                   |          |                   |           |                |            |                     |            |   |           |                       |          |             |           |                           |           |       |                                   |             |              |  |
| Gil Puyat Ave Rotonda                             | 9,502.00  |                |              |                         |           |              |           |                    |           |                  |           |         |          |                   |          |                   |           |                |            |                     |            |   |           |                       |          |             |           |                           |           |       |                                   |             |              |  |
| Patrol Road                                       | 79,303.00   |                |              |                         |           |              |           |                    |           |                  |           |         |          |                   |          |                   |           |                |            |                     |            |   |           |                       |          |             |           |                           |           |       |                                   |             |              |  |
| Corporate Office Building                         | 35,110.00   |                |              |                         |           |              |           |                    |           |                  |           |         |          |                   |          |                   |           |                |            |                     |            |   |           |                       |          |             |           |                           |           |       |                                   |             |              |  |
| TOTAL   | 598,220.8 sq.m.<br>59.82 hectares   |                |              |                         |           |              |           |                    |           |                  |           |         |          |                   |          |                   |           |                |            |                     |            |   |           |                       |          |             |           |                           |           |       |                                   |             |              |  |



|  |  |                     |         |          |   |
|--|--|---------------------|---------|----------|---|
|  | b. Quarterly Grass cutting of 98 has. at Non-Prominent Areas for ten (10) months |                     | 98 has. | 392 has. | Upon implementation of Contract (March 1, 2024 – December 31, 2024) |
|  | <b>Non Prominent Area</b>  | <b>Area (sq.m.)</b> |         |          |   |
|  | Open Space   | 601,869.00          |         |          |   |
|  | Omni Area  | 154,035.00          |         |          |   |
|  | Along CIAC Industrial Area   | 103,625.00          |         |          |   |
|  | Gil Puyat Ave  | 84,446.00           |         |          |   |
|  | Along roadway going to NTB (inside the fence)                                    | 36,023.00           |         |          |   |
|  | TOTAL  | 979,998.00 sq.m.    |         |          |   |
|  |  | 98 Hectares         |         |          |   |

Conforme:

\_\_\_\_\_  
Name and Signature of Authorized Signatory

## ***Section VII. Technical Specifications***

# Technical Specifications

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

| Item  | Specification  | Statement of Compliance   |                |                                |   |  |   |   |                  |              |                |           |                   |           |                    |           |                  |            |                     |            |   |           |                       |           |                |            |                     |            |   |           |                       |          |             |           |  |  |  |
|---|--|---|----------------|--------------------------------|---|--|---|---|------------------|--------------|----------------|-----------|-------------------|-----------|--------------------|-----------|------------------|------------|---------------------|------------|---|-----------|-----------------------|-----------|----------------|------------|---------------------|------------|---|-----------|-----------------------|----------|-------------|-----------|--|--|--|
| 1.  | <p><b>Description</b><br/>                     This work shall consist of maintenance of 157.82 hectares (59.82 has – Prominent Area and 98 has – Non Prominent Area) CIAC Landside Sodded Grounds in accordance with the specifications and the location shown in the plans, or as directed by the engineer of CIAC-Engineering Department (ED).</p>  |   |                |                                |   |  |   |   |                  |              |                |           |                   |           |                    |           |                  |            |                     |            |   |           |                       |           |                |            |                     |            |   |           |                       |          |             |           |  |  |  |
| 2.  | <p><b>Scope of Work</b><br/>                     The Contractor shall furnish all necessary personnel, equipment, service vehicle, tools, consumable materials (2T oil, nylon, string and other supplies), labor, supervision, and other items necessary to perform the work enumerated in the succeeding provisions.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 40%;">Areas Covered</th> <th style="width: 30%;">Work Activity</th> <th style="width: 30%;">Timeline (100% accomplishment)</th> </tr> </thead> <tbody> <tr> <td>                     1. CIAC Perimeter Fence<br/>                     2. Along roads and access roads<br/>                     3. CIAC vacant building facilities<br/>                     4. Open Space                 </td> <td> <p><b>For Prominent Areas:</b></p>                     1. Cut grass to approximately two (2) inches height or as low as practicable.<br/>                     2. Cut grass from the fence up to the curb of the road (outside the fence)<br/>                     3. Removal of climbing vines at the perimeter fence.<br/>                     4. Trimming and removal of                 </td> <td style="text-align: center; vertical-align: top;">                     Twice a month grasscutting activity (March 1, 2024 – December 31, 2024)                 </td> </tr> <tr> <td> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 50%;">Prominent Area</th> <th style="width: 50%;">Area (sq.m.)</th> </tr> </thead> <tbody> <tr><td>ML Quezon Ave.</td><td style="text-align: right;">18,345.00</td></tr> <tr><td>CM Recto Hwy</td><td style="text-align: right;">38,470.00</td></tr> <tr><td>Andres Soriano Sr.</td><td style="text-align: right;">13,770.00</td></tr> <tr><td>Ninoy Aquino Ave</td><td style="text-align: right;">26,136.00</td></tr> <tr><td>P. Cruz</td><td style="text-align: right;">5,064.00</td></tr> <tr><td>A. Bonifacio Ave.</td><td style="text-align: right;">6,434.80</td></tr> <tr><td>Rdwy going to NTB</td><td style="text-align: right;">39,662.00</td></tr> <tr><td>Gil Puyat Ave.</td><td style="text-align: right;">161,204.00</td></tr> <tr><td>Prince Balagtas Ave</td><td style="text-align: right;">129,196.00</td></tr> <tr><td>Rd from Gil Puyat Ave through Prince Balagtas Ave</td><td style="text-align: right;">36,024.00</td></tr> <tr><td>Gil Puyat Ave Rotonda</td><td style="text-align: right;">9,502.00</td></tr> <tr><td>Patrol Road</td><td style="text-align: right;">79,303.00</td></tr> </tbody> </table> </td> <td></td> <td></td> </tr> </tbody> </table> | Areas Covered   | Work Activity  | Timeline (100% accomplishment) | 1. CIAC Perimeter Fence<br>2. Along roads and access roads<br>3. CIAC vacant building facilities<br>4. Open Space | <p><b>For Prominent Areas:</b></p> 1. Cut grass to approximately two (2) inches height or as low as practicable.<br>2. Cut grass from the fence up to the curb of the road (outside the fence)<br>3. Removal of climbing vines at the perimeter fence.<br>4. Trimming and removal of | Twice a month grasscutting activity (March 1, 2024 – December 31, 2024) | <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 50%;">Prominent Area</th> <th style="width: 50%;">Area (sq.m.)</th> </tr> </thead> <tbody> <tr><td>ML Quezon Ave.</td><td style="text-align: right;">18,345.00</td></tr> <tr><td>CM Recto Hwy</td><td style="text-align: right;">38,470.00</td></tr> <tr><td>Andres Soriano Sr.</td><td style="text-align: right;">13,770.00</td></tr> <tr><td>Ninoy Aquino Ave</td><td style="text-align: right;">26,136.00</td></tr> <tr><td>P. Cruz</td><td style="text-align: right;">5,064.00</td></tr> <tr><td>A. Bonifacio Ave.</td><td style="text-align: right;">6,434.80</td></tr> <tr><td>Rdwy going to NTB</td><td style="text-align: right;">39,662.00</td></tr> <tr><td>Gil Puyat Ave.</td><td style="text-align: right;">161,204.00</td></tr> <tr><td>Prince Balagtas Ave</td><td style="text-align: right;">129,196.00</td></tr> <tr><td>Rd from Gil Puyat Ave through Prince Balagtas Ave</td><td style="text-align: right;">36,024.00</td></tr> <tr><td>Gil Puyat Ave Rotonda</td><td style="text-align: right;">9,502.00</td></tr> <tr><td>Patrol Road</td><td style="text-align: right;">79,303.00</td></tr> </tbody> </table> | Prominent Area   | Area (sq.m.) | ML Quezon Ave. | 18,345.00 | CM Recto Hwy      | 38,470.00 | Andres Soriano Sr. | 13,770.00 | Ninoy Aquino Ave | 26,136.00  | P. Cruz             | 5,064.00   | A. Bonifacio Ave.                                 | 6,434.80  | Rdwy going to NTB     | 39,662.00 | Gil Puyat Ave. | 161,204.00 | Prince Balagtas Ave | 129,196.00 | Rd from Gil Puyat Ave through Prince Balagtas Ave | 36,024.00 | Gil Puyat Ave Rotonda | 9,502.00 | Patrol Road | 79,303.00 |  |  |  |
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| 1. CIAC Perimeter Fence<br>2. Along roads and access roads<br>3. CIAC vacant building facilities<br>4. Open Space   | <p><b>For Prominent Areas:</b></p> 1. Cut grass to approximately two (2) inches height or as low as practicable.<br>2. Cut grass from the fence up to the curb of the road (outside the fence)<br>3. Removal of climbing vines at the perimeter fence.<br>4. Trimming and removal of   | Twice a month grasscutting activity (March 1, 2024 – December 31, 2024) |                |                                |   |  |   |   |                  |              |                |           |                   |           |                    |           |                  |            |                     |            |   |           |                       |           |                |            |                     |            |   |           |                       |          |             |           |  |  |  |
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| Prominent Area  | Area (sq.m.)   |   |                |                                |   |  |   |   |                  |              |                |           |                   |           |                    |           |                  |            |                     |            |   |           |                       |           |                |            |                     |            |   |           |                       |          |             |           |  |  |  |
| ML Quezon Ave.  | 18,345.00  |   |                |                                |   |  |   |   |                  |              |                |           |                   |           |                    |           |                  |            |                     |            |   |           |                       |           |                |            |                     |            |   |           |                       |          |             |           |  |  |  |
| CM Recto Hwy  | 38,470.00  |   |                |                                |   |  |   |   |                  |              |                |           |                   |           |                    |           |                  |            |                     |            |   |           |                       |           |                |            |                     |            |   |           |                       |          |             |           |  |  |  |
| Andres Soriano Sr.  | 13,770.00  |   |                |                                |   |  |   |   |                  |              |                |           |                   |           |                    |           |                  |            |                     |            |   |           |                       |           |                |            |                     |            |   |           |                       |          |             |           |  |  |  |
| Ninoy Aquino Ave  | 26,136.00  |   |                |                                |   |  |   |   |                  |              |                |           |                   |           |                    |           |                  |            |                     |            |   |           |                       |           |                |            |                     |            |   |           |                       |          |             |           |  |  |  |
| P. Cruz   | 5,064.00   |   |                |                                |   |  |   |   |                  |              |                |           |                   |           |                    |           |                  |            |                     |            |   |           |                       |           |                |            |                     |            |   |           |                       |          |             |           |  |  |  |
| A. Bonifacio Ave.   | 6,434.80   |   |                |                                |   |  |   |   |                  |              |                |           |                   |           |                    |           |                  |            |                     |            |   |           |                       |           |                |            |                     |            |   |           |                       |          |             |           |  |  |  |
| Rdwy going to NTB   | 39,662.00  |   |                |                                |   |  |   |   |                  |              |                |           |                   |           |                    |           |                  |            |                     |            |   |           |                       |           |                |            |                     |            |   |           |                       |          |             |           |  |  |  |
| Gil Puyat Ave.  | 161,204.00   |   |                |                                |   |  |   |   |                  |              |                |           |                   |           |                    |           |                  |            |                     |            |   |           |                       |           |                |            |                     |            |   |           |                       |          |             |           |  |  |  |
| Prince Balagtas Ave   | 129,196.00   |   |                |                                |   |  |   |   |                  |              |                |           |                   |           |                    |           |                  |            |                     |            |   |           |                       |           |                |            |                     |            |   |           |                       |          |             |           |  |  |  |
| Rd from Gil Puyat Ave through Prince Balagtas Ave   | 36,024.00  |   |                |                                |   |  |   |   |                  |              |                |           |                   |           |                    |           |                  |            |                     |            |   |           |                       |           |                |            |                     |            |   |           |                       |          |             |           |  |  |  |
| Gil Puyat Ave Rotonda   | 9,502.00   |   |                |                                |   |  |   |   |                  |              |                |           |                   |           |                    |           |                  |            |                     |            |   |           |                       |           |                |            |                     |            |   |           |                       |          |             |           |  |  |  |
| Patrol Road   | 79,303.00  |   |                |                                |   |  |   |   |                  |              |                |           |                   |           |                    |           |                  |            |                     |            |   |           |                       |           |                |            |                     |            |   |           |                       |          |             |           |  |  |  |

| Corporate Office Building   | 35,110.00                         | tree branches.     | 5. Street sweeping | Quarterly grasscutting activity (March 1, 2024 – December 31, 2024) |            |           |            |                            |            |               |           |   |           |       |                                 |  |
|---|-----------------------------------|--------------------|--------------------|---|------------|-----------|------------|----------------------------|------------|---------------|-----------|---|-----------|-------|---------------------------------|--|
| TOTAL   | 598,220.8 sq.m.<br>59.82 hectares |                    |                    |   |            |           |            |                            |            |               |           |   |           |       |                                 |  |
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| Non-Prominent Area  | Area (sq.m.)                      |                    |                    |   |            |           |            |                            |            |               |           |   |           |       |                                 |  |
| Open Space  | 601,869.00                        |                    |                    |   |            |           |            |                            |            |               |           |   |           |       |                                 |  |
| Omni Area   | 154,035.00                        |                    |                    |   |            |           |            |                            |            |               |           |   |           |       |                                 |  |
| Along CIAC Industrial Area  | 103,625.00                        |                    |                    |   |            |           |            |                            |            |               |           |   |           |       |                                 |  |
| Gil Puyat Ave   | 84,446.00                         |                    |                    |   |            |           |            |                            |            |               |           |   |           |       |                                 |  |
| Along roadway going to NTB (inside the fence)   | 36,023.00                         |                    |                    |   |            |           |            |                            |            |               |           |   |           |       |                                 |  |
| TOTAL   | 979,998.00 sq.m.<br>98 Hectares   |                    |                    |   |            |           |            |                            |            |               |           |   |           |       |                                 |  |
| <p>Based on the actual grass cutting and clearing works using equipment and personnel specified hereunder, grass areas shall be cut twice (2x) pass per month for Prominent Areas and Quarterly grass cutting for Non-Prominent Areas.</p> <p>The Contractor is responsible for the clearing, hauling and disposal of cut grass to include the removal of trash and debris as well trimmed branches and shall be disposed of in such a manner as to prevent damage to property, and create unsightly conditions. Disposal area shall be directed by the CIAC-Engineering Department.</p> <p>The Contractor shall ensure that perimeter fence at CIAC premises which includes the Mabalacat Exit and Prince Balagtas area is free from climbing vines and other plants and or/branches for the long life of the fence as well as for safety and security reasons.</p> <p>Damaged/Collapsed CIAC security fence due to Contractor’s failure to remove and clear the climbing vines shall be immediately repaired by the Contractor at their own expense. In the event that the Contractor fail to commence repair within seven (7) calendar days after being notified of such damaged, CIAC shall, at its option, undertake the corrective work, or have the same undertaken by other Service Provider at the cost and expense of the Contractor. CIAC shall have the authority to deduct such amount from the Contractor’s Progress Billing.</p> <p>All necessary permits shall be secure by the Contractor such as trimming permit, disposal permit and others.</p> |                                   |                    |                    |   |            |           |            |                            |            |               |           |   |           |       |                                 |  |

3. **Personnel Requirement**

The Contractor shall provide minimum number of personnel listed below to perform the work as provided in the proposed work schedule.

Item I: Maintenance of Sodded Grounds for Prominent Areas:

- a. One (1) Supervisor
- b. One (1) Leadman
- c. Fourteen (14) Bush Cutter Operator
- d. Four (4) Street Sweeper
- e. One (1) Service Driver

Item II: Maintenance of Sodded Grounds for Non-Prominent Areas:

- a. One (1) Supervisor
- b. One (1) Leadman
- c. Four (4) Bush Cutter Operator
- d. One (1) Service Driver

The Contractor shall at all times, provide supervisory and working personnel, sufficient in number to properly accomplish all necessary related works. The Contractor shall designate a representative who shall be available at the respective area to oversee working operation being carried out and to receive instruction from the Engineering Department.

The temporary facilities for the contractor shall be provided at the expense of the contractor. CIAC may assigned an area for the location of temporary facilities with appropriate rental fees to be paid by the contractor.

The Contractor's Authorized Representative shall be responsible for the overall management and coordination of work to be performed as per contract provisions. The Contractor's Authorized Representative shall have full authority to act thereat on behalf of the Contractor. Furthermore, the Contractor shall effect full coordination with the Engineering Department's representative prior to the implementation of the work.

The Contractor's personnel shall be distinctly recognizable while within the CIAC premises. The Contractor's personnel shall wear uniforms with their company's name, logo and proper identification. The Contractor shall secure access passes to be requested to LIPAD Corporation-Pass Control Office for the personnel involved in this particular project. All costs for uniforms, PPEs and all other accessories shall be borne by the Contractor.

Access Pass and Vehicle Pass required by CIAC shall be borne by the Contractor.

All labor cost includes basic salaries, fringe benefits, allowances, et al. and in accordance with the existing rules and regulations of the department of labor and employment (DOLE).

|           |   |  |
|-----------|---|--|
| <p>4.</p> | <p><b>Equipment Requirement</b></p> <p>The Contractor must provide the complete set of equipment as stated in their proposal to accomplish all necessary works. The equipment must be at all times, ready, capable and in satisfactory working condition to perform the tasks.</p> <p>Satisfactory working condition of equipment means that:</p> <ol style="list-style-type: none"> <li>a. Bush cutter machine in full working condition in order to cut grass to approximately two (2) inches height for Prominent Area and approximately two (2) inches height for Non-Prominent Area or as low as practicable.</li> <li>b. Bush cutter system shall be fully tested for operability during actual field testing.</li> </ol> <p>The Contractor shall provide minimum number of equipment:</p> <p>Item I: Maintenance of 59.82 has – Prominent Areas</p> <ol style="list-style-type: none"> <li>a. Fourteen (14) Bush cutter equipment</li> <li>b. One (1) Service vehicle</li> <li>c. One (1) Service Truck</li> <li>d. Two (2) Leaf Blower</li> </ol> <p>Item II: Maintenance of 98 has – Non-Prominent Areas</p> <ol style="list-style-type: none"> <li>a. Four (4) Bush cutter equipment</li> <li>b. One (1) Service vehicle</li> <li>c. One (1) Service Truck</li> <li>d. One (1) Leaf Blower</li> </ol> <p>Back-up equipment (in case of break down) : At least provide ten (10) units bush cutter (2/4 – stroke gasoline engine)</p> <p>All equipment cost includes mobilization, demobilization, operating, maintenance, and other contingency and incidental cost.</p> |  |
| <p>5.</p> | <p><b>Safety and Security</b></p> <p>The Contractor shall adhere to all standard measures and requirements set by the CIAC and shall, under no circumstances, violate standard rules and regulations.</p> <ol style="list-style-type: none"> <li>1. The Contractor shall comply at all times, with all security and safety requirements imposed by the CIAC Management while within the premises.</li> <li>2. All Contractor’s personnel should be recognizable while within CIAC premises for safety and security reasons.</li> <li>3. All Contractor’s personnel involved and present at the project site should be equipped with personnel protective equipment.</li> <li>4. CIAC shall not be held liable to any untoward incident that may result to injury and/or loss of life to the Contractor’s personnel including other people and properties during the implementation of the project.</li> </ol>   |  |

| 6.                           | <p><b>Operating Schedule and Inspection</b></p> <p>The Contractor shall provide and submit to CIAC-ED a system/methodology of work. All operations shall be done from 0800H to 1700H (Monday-Saturday). Daily inspection shall be made by CIAC-ED authorized personnel and shall have the authority to direct priority work, point to the Contractor incomplete/defective works and instruct necessary corrective measures.</p>  |                              |           |        |          |                              |         |          |                            |         |                    |                            |         |  |
|------------------------------|--|------------------------------|-----------|--------|----------|------------------------------|---------|----------|----------------------------|---------|--------------------|----------------------------|---------|--|
| 7.                           | <p><b>Damage to Property</b></p> <p>All damages to property caused by the Contractor’s personnel within the CIAC premises shall immediately repaired by the Contractor at their own expense. In the event that the Contractor shall fail to commence repair within seven (7) calendar days after being informed of such damaged, CIAC shall, at its option, undertake the remedial or corrective work, or have the same undertaken by other Contractors at the cost and expense of the Contractor. CIAC shall have the authority to deduct such amount from the Contractor’s Progress Billing.</p>   |                              |           |        |          |                              |         |          |                            |         |                    |                            |         |  |
| 8                            | <p><b>Reports</b></p> <p>The Contractor is required to submit a daily activity report to include actual locations of activities, personnel and equipment to the CIAC-ED.</p> <p>The Contractor shall also submit daily, weekly and monthly accomplishment report of the project to include plans of the work accomplished as stipulated in the Contract.</p>   |                              |           |        |          |                              |         |          |                            |         |                    |                            |         |  |
| 9.                           | <p>The winning bidder must have conducted seminar on Gender and Development (GAD) at least within 6<sup>th</sup> month of the contract implementation.</p>   |                              |           |        |          |                              |         |          |                            |         |                    |                            |         |  |
| 10.                          | <p><b>Evaluation of Performance and Inspection</b></p> <ol style="list-style-type: none"> <li>1. The performance of the Contractor will be evaluated quarterly based on the quality of work accomplished and its compliance with the contract requirements.</li> <li>2. A Monthly Performance Inspection will be conducted to assess the performance of the Contractor in terms of contract compliance. Personnel, equipment requirements, and work performance will form part of the Quarterly Performance Evaluation Report.</li> <li>3. Inspection shall be conducted after the completion of maintenance works to determine the work performance in accordance with the Terms of Reference and Specifications.</li> </ol>  |                              |           |        |          |                              |         |          |                            |         |                    |                            |         |  |
| 11.                          | <p><b>Monitoring and Inspection Checklist</b></p> <p>CIAC Engineering Department provides a monitoring and inspection checklist (Monthly Basis) for grass cutting services that shall be used as a tool for auditing the performance of the Contractor in terms of quality of service standards.</p> <p><b>Offenses</b></p> <table border="1" data-bbox="268 1850 1214 2045"> <thead> <tr> <th data-bbox="268 1850 587 1917">Scoring key per item of work</th> <th data-bbox="587 1850 959 1917">Frequency</th> <th data-bbox="959 1850 1214 1917">Action</th> </tr> </thead> <tbody> <tr> <td data-bbox="268 1917 587 1984">3 (Fair)</td> <td data-bbox="587 1917 959 1984">Three (3) consecutive months</td> <td data-bbox="959 1917 1214 1984">Warning</td> </tr> <tr> <td data-bbox="268 1984 587 2018">2 (Poor)</td> <td data-bbox="587 1984 959 2018">Two (2) times in a quarter</td> <td data-bbox="959 1984 1214 2018">Warning</td> </tr> <tr> <td data-bbox="268 2018 587 2045">1 (Not acceptable)</td> <td data-bbox="587 2018 959 2045">Two (2) times in a quarter</td> <td data-bbox="959 2018 1214 2045">Warning</td> </tr> </tbody> </table> | Scoring key per item of work | Frequency | Action | 3 (Fair) | Three (3) consecutive months | Warning | 2 (Poor) | Two (2) times in a quarter | Warning | 1 (Not acceptable) | Two (2) times in a quarter | Warning |  |
| Scoring key per item of work | Frequency  | Action                       |           |        |          |                              |         |          |                            |         |                    |                            |         |  |
| 3 (Fair)                     | Three (3) consecutive months   | Warning                      |           |        |          |                              |         |          |                            |         |                    |                            |         |  |
| 2 (Poor)                     | Two (2) times in a quarter   | Warning                      |           |        |          |                              |         |          |                            |         |                    |                            |         |  |
| 1 (Not acceptable)           | Two (2) times in a quarter   | Warning                      |           |        |          |                              |         |          |                            |         |                    |                            |         |  |

|                    | <p>Note: Two (2) consecutive warnings will result in the termination of the Contract.</p> <table border="1" data-bbox="272 264 1214 495"> <thead> <tr> <th data-bbox="272 264 743 297">Scoring</th> <th data-bbox="743 264 1214 297">Remarks</th> </tr> </thead> <tbody> <tr> <td data-bbox="272 297 743 360">3 (Fair)</td> <td data-bbox="743 297 1214 360">Little below average or normal requirements some deviation noted.</td> </tr> <tr> <td data-bbox="272 360 743 427">2 (poor)</td> <td data-bbox="743 360 1214 427">Far behind from requirements, a lot of deviations from requirements.</td> </tr> <tr> <td data-bbox="272 427 743 495">1 (Not acceptable)</td> <td data-bbox="743 427 1214 495">Works not properly accomplished after two (2) written instructions.</td> </tr> </tbody> </table>   | Scoring  | Remarks             | 3 (Fair) | Little below average or normal requirements some deviation noted. | 2 (poor) | Far behind from requirements, a lot of deviations from requirements. | 1 (Not acceptable) | Works not properly accomplished after two (2) written instructions. |   |                                    |        |          |   |                                  |        |          |   |                                   |        |          |   |                                   |        |          |   |                                     |        |          |   |  |        |          |   |                                      |        |          |   |                                     |        |          |    |  |        |          |  |
|--------------------|--|----------|---------------------|----------|---|----------|--|--------------------|---|---|------------------------------------|--------|----------|---|----------------------------------|--------|----------|---|-----------------------------------|--------|----------|---|-----------------------------------|--------|----------|---|-------------------------------------|--------|----------|---|--|--------|----------|---|--------------------------------------|--------|----------|---|-------------------------------------|--------|----------|----|--|--------|----------|--|
| Scoring            | Remarks  |          |                     |          |   |          |  |                    |   |   |                                    |        |          |   |                                  |        |          |   |                                   |        |          |   |                                   |        |          |   |                                     |        |          |   |  |        |          |   |                                      |        |          |   |                                     |        |          |    |  |        |          |  |
| 3 (Fair)           | Little below average or normal requirements some deviation noted.  |          |                     |          |   |          |  |                    |   |   |                                    |        |          |   |                                  |        |          |   |                                   |        |          |   |                                   |        |          |   |                                     |        |          |   |  |        |          |   |                                      |        |          |   |                                     |        |          |    |  |        |          |  |
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| 1 (Not acceptable) | Works not properly accomplished after two (2) written instructions.  |          |                     |          |   |          |  |                    |   |   |                                    |        |          |   |                                  |        |          |   |                                   |        |          |   |                                   |        |          |   |                                     |        |          |   |  |        |          |   |                                      |        |          |   |                                     |        |          |    |  |        |          |  |
| 9.                 | <p><b>Scope of Payment</b></p> <p>Once a month, the Contractor may submit a request for payment for work accomplished. Such request for payment shall be verified and certified by the CIAC-ED representative.</p> <p>The quantity or area of works to be paid for shall be the actual quantity accomplished in accordance with the plans and specifications and accepted by the CIAC Engineer.</p> <p>Payment shall be made at the respective contract price for hectare for the maintenance of landside grounds and maintenance of security fence. The price shall be full compensation for furnishing all labor, equipment, tools and incidentals to complete the item.</p> <p>Documentary requirements in the form of affidavits and certification that their personnel received their full salary including remittances to BIR, SSS, Pag-IBIG and PhilHealth.</p>   |          |                     |          |   |          |  |                    |   |   |                                    |        |          |   |                                  |        |          |   |                                   |        |          |   |                                   |        |          |   |                                     |        |          |   |  |        |          |   |                                      |        |          |   |                                     |        |          |    |  |        |          |  |
| 10.                | <p><b>Method of Measurement</b></p> <p>Grass cutting shall be measured by hectares (has), and the quantity to be measured for payment shall be the actual number of hectares of area accomplished in accordance with the plans and specifications and accepted by the CIAC-ED representative.</p>  |          |                     |          |   |          |  |                    |   |   |                                    |        |          |   |                                  |        |          |   |                                   |        |          |   |                                   |        |          |   |                                     |        |          |   |  |        |          |   |                                      |        |          |   |                                     |        |          |    |  |        |          |  |
| 11.                | <p><b>Basis of Payment</b></p> <p>The quantity as determined in the method of measurement shall be paid for at contract price per hectare for grass cutting shall be the full compensation for furnishing all labor, equipment, tools and incidentals to complete the item.</p> <p><b>Ten (10) Months Grasscutting of 59.82 has. at 2x cutting for Prominent Areas</b></p> <table border="1" data-bbox="272 1592 1214 1989"> <thead> <tr> <th data-bbox="272 1592 368 1659">Item No.</th> <th data-bbox="368 1592 743 1659">Description</th> <th data-bbox="743 1592 903 1659">Quantity</th> <th data-bbox="903 1592 1214 1659">Unit of Measurement</th> </tr> </thead> <tbody> <tr> <td data-bbox="272 1659 368 1693">1</td> <td data-bbox="368 1659 743 1693">1<sup>st</sup> Month – March 2024</td> <td data-bbox="743 1659 903 1693">119.64</td> <td data-bbox="903 1659 1214 1693">Hectares</td> </tr> <tr> <td data-bbox="272 1693 368 1727">2</td> <td data-bbox="368 1693 743 1727">2<sup>nd</sup> Month – April 2024</td> <td data-bbox="743 1693 903 1727">119.64</td> <td data-bbox="903 1693 1214 1727">Hectares</td> </tr> <tr> <td data-bbox="272 1727 368 1760">3</td> <td data-bbox="368 1727 743 1760">3<sup>rd</sup> Month – May 2024</td> <td data-bbox="743 1727 903 1760">119.64</td> <td data-bbox="903 1727 1214 1760">Hectares</td> </tr> <tr> <td data-bbox="272 1760 368 1794">4</td> <td data-bbox="368 1760 743 1794">4<sup>th</sup> Month – June 2024</td> <td data-bbox="743 1760 903 1794">119.64</td> <td data-bbox="903 1760 1214 1794">Hectares</td> </tr> <tr> <td data-bbox="272 1794 368 1827">5</td> <td data-bbox="368 1794 743 1827">5<sup>th</sup> Month – July 2024</td> <td data-bbox="743 1794 903 1827">119.64</td> <td data-bbox="903 1794 1214 1827">Hectares</td> </tr> <tr> <td data-bbox="272 1827 368 1861">6</td> <td data-bbox="368 1827 743 1861">6<sup>th</sup> Month – August 2024</td> <td data-bbox="743 1827 903 1861">119.64</td> <td data-bbox="903 1827 1214 1861">Hectares</td> </tr> <tr> <td data-bbox="272 1861 368 1895">7</td> <td data-bbox="368 1861 743 1895">7<sup>th</sup> Month – September 2024</td> <td data-bbox="743 1861 903 1895">119.64</td> <td data-bbox="903 1861 1214 1895">Hectares</td> </tr> <tr> <td data-bbox="272 1895 368 1928">8</td> <td data-bbox="368 1895 743 1928">8<sup>th</sup> Month – October 2024</td> <td data-bbox="743 1895 903 1928">119.64</td> <td data-bbox="903 1895 1214 1928">Hectares</td> </tr> <tr> <td data-bbox="272 1928 368 1962">9</td> <td data-bbox="368 1928 743 1962">9<sup>th</sup> Month–November 2024</td> <td data-bbox="743 1928 903 1962">119.64</td> <td data-bbox="903 1928 1214 1962">Hectares</td> </tr> <tr> <td data-bbox="272 1962 368 1989">10</td> <td data-bbox="368 1962 743 1989">10<sup>th</sup> Month – December 2024</td> <td data-bbox="743 1962 903 1989">119.64</td> <td data-bbox="903 1962 1214 1989">Hectares</td> </tr> </tbody> </table> | Item No. | Description         | Quantity | Unit of Measurement   | 1        | 1 <sup>st</sup> Month – March 2024                                   | 119.64             | Hectares  | 2 | 2 <sup>nd</sup> Month – April 2024 | 119.64 | Hectares | 3 | 3 <sup>rd</sup> Month – May 2024 | 119.64 | Hectares | 4 | 4 <sup>th</sup> Month – June 2024 | 119.64 | Hectares | 5 | 5 <sup>th</sup> Month – July 2024 | 119.64 | Hectares | 6 | 6 <sup>th</sup> Month – August 2024 | 119.64 | Hectares | 7 | 7 <sup>th</sup> Month – September 2024 | 119.64 | Hectares | 8 | 8 <sup>th</sup> Month – October 2024 | 119.64 | Hectares | 9 | 9 <sup>th</sup> Month–November 2024 | 119.64 | Hectares | 10 | 10 <sup>th</sup> Month – December 2024 | 119.64 | Hectares |  |
| Item No.           | Description  | Quantity | Unit of Measurement |          |   |          |  |                    |   |   |                                    |        |          |   |                                  |        |          |   |                                   |        |          |   |                                   |        |          |   |                                     |        |          |   |  |        |          |   |                                      |        |          |   |                                     |        |          |    |  |        |          |  |
| 1                  | 1 <sup>st</sup> Month – March 2024   | 119.64   | Hectares            |          |   |          |  |                    |   |   |                                    |        |          |   |                                  |        |          |   |                                   |        |          |   |                                   |        |          |   |                                     |        |          |   |  |        |          |   |                                      |        |          |   |                                     |        |          |    |  |        |          |  |
| 2                  | 2 <sup>nd</sup> Month – April 2024   | 119.64   | Hectares            |          |   |          |  |                    |   |   |                                    |        |          |   |                                  |        |          |   |                                   |        |          |   |                                   |        |          |   |                                     |        |          |   |  |        |          |   |                                      |        |          |   |                                     |        |          |    |  |        |          |  |
| 3                  | 3 <sup>rd</sup> Month – May 2024   | 119.64   | Hectares            |          |   |          |  |                    |   |   |                                    |        |          |   |                                  |        |          |   |                                   |        |          |   |                                   |        |          |   |                                     |        |          |   |  |        |          |   |                                      |        |          |   |                                     |        |          |    |  |        |          |  |
| 4                  | 4 <sup>th</sup> Month – June 2024  | 119.64   | Hectares            |          |   |          |  |                    |   |   |                                    |        |          |   |                                  |        |          |   |                                   |        |          |   |                                   |        |          |   |                                     |        |          |   |  |        |          |   |                                      |        |          |   |                                     |        |          |    |  |        |          |  |
| 5                  | 5 <sup>th</sup> Month – July 2024  | 119.64   | Hectares            |          |   |          |  |                    |   |   |                                    |        |          |   |                                  |        |          |   |                                   |        |          |   |                                   |        |          |   |                                     |        |          |   |  |        |          |   |                                      |        |          |   |                                     |        |          |    |  |        |          |  |
| 6                  | 6 <sup>th</sup> Month – August 2024  | 119.64   | Hectares            |          |   |          |  |                    |   |   |                                    |        |          |   |                                  |        |          |   |                                   |        |          |   |                                   |        |          |   |                                     |        |          |   |  |        |          |   |                                      |        |          |   |                                     |        |          |    |  |        |          |  |
| 7                  | 7 <sup>th</sup> Month – September 2024   | 119.64   | Hectares            |          |   |          |  |                    |   |   |                                    |        |          |   |                                  |        |          |   |                                   |        |          |   |                                   |        |          |   |                                     |        |          |   |  |        |          |   |                                      |        |          |   |                                     |        |          |    |  |        |          |  |
| 8                  | 8 <sup>th</sup> Month – October 2024   | 119.64   | Hectares            |          |   |          |  |                    |   |   |                                    |        |          |   |                                  |        |          |   |                                   |        |          |   |                                   |        |          |   |                                     |        |          |   |  |        |          |   |                                      |        |          |   |                                     |        |          |    |  |        |          |  |
| 9                  | 9 <sup>th</sup> Month–November 2024  | 119.64   | Hectares            |          |   |          |  |                    |   |   |                                    |        |          |   |                                  |        |          |   |                                   |        |          |   |                                   |        |          |   |                                     |        |          |   |  |        |          |   |                                      |        |          |   |                                     |        |          |    |  |        |          |  |
| 10                 | 10 <sup>th</sup> Month – December 2024   | 119.64   | Hectares            |          |   |          |  |                    |   |   |                                    |        |          |   |                                  |        |          |   |                                   |        |          |   |                                   |        |          |   |                                     |        |          |   |  |        |          |   |                                      |        |          |   |                                     |        |          |    |  |        |          |  |



|          | <p><b>Quarterly Grasscutting of 98 has. at Non-Prominent Areas</b></p> <table border="1"> <thead> <tr> <th>Item No.</th> <th>Description</th> <th>Quantity</th> <th>Unit of Measurement</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1<sup>st</sup> Quarter (March 2024 – May 2024)</td> <td>98</td> <td>Hectares</td> </tr> <tr> <td>2</td> <td>2<sup>nd</sup> Quarter (June 2024 – August 2024)</td> <td>98</td> <td>Hectares</td> </tr> <tr> <td>3</td> <td>3<sup>rd</sup> Quarter (September 2024 – November 2024)</td> <td>98</td> <td>Hectares</td> </tr> </tbody> </table> <p><b>One Month Grasscutting of 4.70 has. at Non-Prominent Areas</b></p> <table border="1"> <thead> <tr> <th>Item No.</th> <th>Description</th> <th>Quantity</th> <th>Unit of Measurement</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>December 2024</td> <td>4.70</td> <td>Hectares</td> </tr> </tbody> </table>  | Item No. | Description         | Quantity | Unit of Measurement | 1 | 1 <sup>st</sup> Quarter (March 2024 – May 2024) | 98 | Hectares | 2 | 2 <sup>nd</sup> Quarter (June 2024 – August 2024) | 98 | Hectares | 3 | 3 <sup>rd</sup> Quarter (September 2024 – November 2024) | 98 | Hectares | Item No. | Description | Quantity | Unit of Measurement | 1 | December 2024 | 4.70 | Hectares |  |
|----------|--|----------|---------------------|----------|---------------------|---|---|----|----------|---|---|----|----------|---|--|----|----------|----------|-------------|----------|---------------------|---|---------------|------|----------|--|
| Item No. | Description  | Quantity | Unit of Measurement |          |                     |   |   |    |          |   |   |    |          |   |  |    |          |          |             |          |                     |   |               |      |          |  |
| 1        | 1 <sup>st</sup> Quarter (March 2024 – May 2024)  | 98       | Hectares            |          |                     |   |   |    |          |   |   |    |          |   |  |    |          |          |             |          |                     |   |               |      |          |  |
| 2        | 2 <sup>nd</sup> Quarter (June 2024 – August 2024)  | 98       | Hectares            |          |                     |   |   |    |          |   |   |    |          |   |  |    |          |          |             |          |                     |   |               |      |          |  |
| 3        | 3 <sup>rd</sup> Quarter (September 2024 – November 2024)   | 98       | Hectares            |          |                     |   |   |    |          |   |   |    |          |   |  |    |          |          |             |          |                     |   |               |      |          |  |
| Item No. | Description  | Quantity | Unit of Measurement |          |                     |   |   |    |          |   |   |    |          |   |  |    |          |          |             |          |                     |   |               |      |          |  |
| 1        | December 2024  | 4.70     | Hectares            |          |                     |   |   |    |          |   |   |    |          |   |  |    |          |          |             |          |                     |   |               |      |          |  |
| 12.      | <p><b>Additional Post-Qualification Documentary Requirements</b></p> <ol style="list-style-type: none"> <li>1. Proof of Ownership or Lease Agreement for the lease of equipment to be exclusively used to CIAC project.</li> <li>2. Availability for inspection and actual field testing of all the tools and equipment based on the approved specifications. The Chief Mechanic of CIAC or its duly representative together with BAC-TWG shall conduct actual field testing of the above-listed equipment during post-qualification. CIAC Chief Mechanic must certify that all equipment required in this project is in satisfactory condition.</li> <li>3. Affidavit of Undertaking/Commitment for the exclusive use of equipment to CIAC project.</li> <li>4. The bidder must have a Certificate of Satisfactory Performance and/or Certificate of 100% Completion &amp; Acceptance in their previous project that is similar in nature.</li> </ol> <p>The bidder's failure to submit or comply with the foregoing during post-qualification shall cause the disqualification of the bidder. CIAC shall then resort to the next lowest calculated and complying bidder.</p> <p>Pursuant to RA 9184, partial delivery of services or any items under this Technical Specifications is not allowed.</p> |          |                     |          |                     |   |   |    |          |   |   |    |          |   |  |    |          |          |             |          |                     |   |               |      |          |  |
| 13.      | <p><b>Termination of Contract</b></p> <p>CIAC may pre-terminate the contract within thirty (30) days after the receipt of notification due to the following:</p> <ol style="list-style-type: none"> <li>1. The CIAC may terminate a contract for the convenience of the Government if has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.</li> <li>2. For violation of any provision under the contract.</li> </ol>  |          |                     |          |                     |   |   |    |          |   |   |    |          |   |  |    |          |          |             |          |                     |   |               |      |          |  |

\_\_\_\_\_  
Signature over Printed Name of  
Authorized Representative

\_\_\_\_\_  
Position/Designation

## ***Section VIII. 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);
- (b) Pursuant to the Department of Transportation (DOTr) Department Order, the bidder is required to submit a certification, under oath, certifying that said bidder has no pending case(s) against the government.

#### Technical Documents

- (c) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (d) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (f) Conformity with the Technical Specifications, which may include production/delivery schedule, personnel requirements, and/or after-sales/parts, if applicable; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder

#### Financial Documents

- (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### ***Class "B" Documents***

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

### **II. FINANCIAL COMPONENT ENVELOPE**

- (j) Original of duly signed and accomplished Financial Bid Form; **and**
- (k) Original of duly signed and accomplished Price Schedule(s).

*Other documentary requirements under RA No. 9184 (as applicable)*

- (l) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

## ***IX. Bidding Forms***

**Bid Form for the Procurement of Goods**  
*[shall be submitted with the Bid]*

**BID FORM**

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

Project Identification No. : CIAC-BAC-Goods-P75

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, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. 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 or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

| Name and address of agent | Amount and Currency | Purpose of Commission or gratuity |
|---------------------------|---------------------|-----------------------------------|
|---------------------------|---------------------|-----------------------------------|

(if none, state "None") ]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, 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: \_\_\_\_\_

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No.: CIAC-BAC-Goods-P75 Page \_\_\_ of \_\_\_

| 1    | 2   | 3                 | 4  | 5                       | 6   | 7  | 8  | 9                                      | 10   |
|------|---|-------------------|--|-------------------------|---|--|--|--|--|
| Item | Description   | Country of origin | Quantity   | Unit price EXW per item | Transportation and all other costs incidental to delivery, per item | Sales and other taxes payable if Contract is awarded, per item | Cost of Incidental Services, if applicable, per item | Total Price, per unit<br>(col 5+6+7+8) | Total Price delivered Final Destination<br>(col 9) x (col 4) |
| I    | Ten (10) months or grass cutting of 59.82 has. at 2x cutting for <b>prominent areas</b> | Philippines       | 1,196.40 has. (twice cutting per month for 10 months-March 2024 to December 2024 ) |                         |   |  |  |  |  |
| II   | Quarterly grass cutting of 98 has. at <b>non-prominent areas</b> for 3 quarters         | Philippines       | 294has. (3 quarters-March 2024 to November 2024)                                   |                         |   |  |  |  |  |
| III  | One month grass cutting of 4.70 has.  | Philippines       | 4.70 has. (December 2024)  |                         |   |  |  |  |  |

\*Note: Per Section 32.2.1 of the 2016 Revised IRR of RA 9184, only zero (0) or dash (-) are the acceptable symbols on columns which are offered by the bidder to the Government for free, except those required by law or regulations to be provided for.

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

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



**Price Schedule for Goods Offered from Abroad**  
*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. CIAC-BAC-Goods-P75 Page \_\_\_\_ of \_\_\_\_

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

\*Note: Per Section 32.2.1 of the 2016 Revised IRR of RA 9184, only zero (0) or dash (-) are the acceptable symbols on columns which are offered by the bidder to the Government for free, except those required by law or regulations to be provided for.

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Bid Securing Declaration Form**

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

REPUBLIC OF THE PHILIPPINES)

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

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**BID SECURING DECLARATION**

**Project Identification No.:** CIAC-BAC-Goods-P75

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]*

**Contract Agreement Form for the Procurement of Goods (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 the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called "the Contract Price").

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 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 integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. 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;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. 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 hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

**Omnibus Sworn Statement (Revised)**  
***[shall be submitted with the Bid]***

---

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

*[Insert signatory's legal capacity]*

Affiant

***[Jurat]***

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

**AFFIDAVIT OF NO PENDING CASE**

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:

1. That I am the *[State position in the company]* of *[Name of Company or Bidder's Name]* with office address at *[State office address]*;
2. That no pending civil, criminal and/or administrative case/s has been filed by the Government of the Republic of the Philippines against *[Name of Company or Bidder]* in any forum;
3. That I am executing this statement as part of the eligibility requirement for the project *[State project title]*; and
4. That in the event of finding against the veracity hereof shall constitute a ground for the automatic disqualification of *[Name of Company or Bidder]* for the project *[State project title]*.

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

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory  
(Affiant's name and signature)

**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 \_\_\_\_\_

**Statement of all on-going Government & Private Contracts including contracts awarded but not yet started, which are similar or not similar in nature and complexity to the contract to be bid**

---

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

| Name of Contract  | a. Owner's Name<br>b. Address<br>c. Telephone Nos.<br>d. Date of Contract<br>e. Contract Duration | Nature of Work | Contractor's Role |   | a. Total contract value at award<br>b. Estimated completion time | a. Percentage of planned and actual accomplishment, if applicable<br>b. Value of outstanding works, if applicable |
|-------------------|---|----------------|-------------------|---|--|---|
|                   |   |                | Description       | % |  |   |
| <b>Government</b> |   |                |                   |   |  |   |
|                   |   |                |                   |   |  |   |
|                   |   |                |                   |   |  |   |
|                   |   |                |                   |   |  |   |
| <b>Private</b>    |   |                |                   |   |  |   |
|                   |   |                |                   |   |  |   |
|                   |   |                |                   |   |  |   |
|                   |   |                |                   |   |  |   |

Submitted by : \_\_\_\_\_

(Printed Name & Signature)

Designation : \_\_\_\_\_

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



**Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

| Name of Contract  | a. Owner's Name<br>b. Address<br>c. Telephone Nos.<br>d. Date of Contract<br>e. Contract Duration | Nature of Work | Contractor's Role |   | a. Total contract value at award<br>b. Date of completion<br>c. Total contract value at completion | a. Percentage of planned and actual accomplishment, if applicable<br>b. Value of outstanding works, if applicable |
|-------------------|---|----------------|-------------------|---|--|---|
|                   |   |                | Description       | % |  |   |
| <b>Government</b> |   |                |                   |   |  |   |
|                   |   |                |                   |   |  |   |
|                   |   |                |                   |   |  |   |
|                   |   |                |                   |   |  |   |
| <b>Private</b>    |   |                |                   |   |  |   |
|                   |   |                |                   |   |  |   |
|                   |   |                |                   |   |  |   |
|                   |   |                |                   |   |  |   |

Note: This statement shall be supported with Certificate of Final Acceptance or Official Receipt/s or Sales Invoice/s issued by the owner.

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

Designation : \_\_\_\_\_

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



