: _____

Construction Safety and Health Program

General Description of the Construction Safety and Health Program

The Bidder is to provide a narrative description that summarizes its Construction Safety and Health Program according to the requirements of the Department of Labor and Employment (DOLE). It shall be responsive to the minimum safety requirements defined in the Bid Documents.

Elements of the Construction Safety and Health Program

The Bidder is to declare in narrative form, how it intends to tackle the basic elements of a Construction Safety, beginning with an understanding of the safety needs of the project, to protect its workers and their parties as well. An assignment of a Safety Officer depending on DOLE Requirements, provisions for warning signs and protective gears for all workers must be included. Safety in scheduling work activities and the adoption of appropriate construction procedures including equipment utilization and deployment of manpower are all associated with construction safety, and must be addressed.

I. Bidders Summarized Safety Program (Sample Only)		
Safety Requirements	Safety Applications	Frequency
Submission of a Construction Safety and Health Program	Submission during the pre-construction conference and for approval of the Employer	To be observed during the entire duration of the project
Assignment of a Permanent Construction Safety Officer	For approval of the Employer	From mobilization to demobilization
Provisions for Safety Signage(s)	At strategic locations such as the entrance to the construction premises, at points where there is deep excavation, etc. etc.	To be installed for the entire duration of the contract
Provisions for Safety Gears	Worker's uniforms, hard hats, safety belts, safety shoes, welder's goggles, dust masks and aprons.	Depending on the construction schedule
Construction Safety Meetings	For approval of the Employer	Preferably twice a month
Updating and assessment of the Construction Safety and Health Program	Based on the program approved by the Employer	Preferably at every end of the month

Submitted by : *[Insert registered business name of Contractor]*

: _____

(Printed Name and Signature of Contractor's Representative)

Designation : _____

Date : _____

[LETTERHEAD OF ISSUING BANK]

FORM OF PERFORMANCE SECURITY

BANK GUARANTEE

To: *[Name of PROCURING ENTITY]*
[Address of PROCURING ENTITY]

WHEREAS, *[name and address of contractor]*(hereinafter called the "Contractor") has undertaken, in pursuance of Contract No. *[insert number]*dated *[insert date]*to execute *[name of Contract and brief description of Works]* (hereinafter called the "Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with contractor's obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the contractor such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of *[insert amount of Guarantee in figures and in words]*[1]such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand declaring the Contractor in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

This Guarantee shall be valid from _____ until issuanceby you of the Certificate of Final Acceptance.

Signature and seal of the Guarantor :_____
Name of Bank : _____
Address : _____
Date : _____

_____

Place and Date of Issue: *[Insert place and date]*

Issued to: The Department of Education
Regional Office of Region __
[Insert complete address and Zip Code]

Dear Sir/Madam:

WHEREAS, ***[insert registered business name of contractor]*** (hereinafter called the "Contractor"), with office address at ***[insert office/business address of contractor]***,has undertaken, in pursuance of your Notice to Award (NOA) dated ***[insert date]***to execute ***[insert name of contract/project indicated in the invitation to bid; and brief description of works, e.g. lot no., two-storey four-classroom school building, location or project site]***(hereinafter called the "Contract");

WHEREAS, it has been stipulated by you in your bidding documents and said NOA that the Contractor shall furnish you with an Irrevocable Letter of Creditissued by a recognized bank for the sum specified therein as security of the Contractor to comply with its/his/her obligations stipulated in the bidding documents, the NOA and the Contract;

In consideration of the above-mentioned Contractor's request and the Contract, we, hereinafter called the "Bank," hereby establish our Irrevocable Letter of Credit No. _____, in favor of the herein mentioned Department of Education, Regional Office of Region ___, up to the aggregate amount of ***[Insert amount in words and in figures],***available and payable by us, without cavil or argument from the Bank's part, in whole amount to said Department of Education upon your presentation to this Bank of:

1. Your first written demand, duly signed by yourRegional Director or your Assistant Regional Director, declaring the Contractor in default under the Contract, without the necessity on your part to substantiate your demand or prove or show grounds or reasons for your demand for the total sum specified herein.

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

This Irrevocable Letter of Credit will remain in force from ***[insert date]***until issuanceby you of the Certificate of Final Acceptance. Any demand in respect of this Irrevocable Letter of Credit should reach the "Bank" not later than the date of your issuance of said Certificate of Final Acceptance.

DATE : _____ SIGNATURE OF THE BANK _____

SEAL _____

WITNESS :

_____
(Signature, Name and Address)