PHILIPPINE BIDDING DOCUMENTS

Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

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Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the "Works") through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv)the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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





Invitation to Bid for Completion of the Four (4) Storey Training Center Building

- 1. The Department of Social Welfare and Development Cordillera Administrative Region (DSWD-CAR), through the *General Appropriations Act of 2021* intends to apply the sum of *Seventeen Million Pesos Only (Php17,000,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *ITB 2021-DSWD-CAR-13*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- The Department of Social Welfare and Development Cordillera Administrative Region (DSWD-CAR) now invites bids for the above Procurement Project. Completion of the Works is required within 200 calendar days. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Interested bidders may obtain further information from *Department of Social Welfare and Development Cordillera Administrative Region (DSWD-CAR)* and inspect the Bidding Documents at the address given below from *8:00AM to 5:00PM*.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on *February 25, 2021 to 9:00 AM of March 16, 2021* from given address and website/s below. The bidding document fee costs Php25,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person and the payment thereof shall be paid at the Procuring Entity's Cash Section.*
- 6. The Department of Social Welfare and Development Cordillera Administrative Region (DSWD-CAR) will hold a Pre-Bid Conference¹ on 10:00AM of March 04, 2021 at DSWD-CAR Premises and/or through videoconferencing/webcasting via google meet with a meeting ID of <u>meet.google.com/gar-qtpi-twz</u>, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat via (i) manual submission at the office address as indicated below, on or before *9:00AM (PST) of March 16, 2021*. 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 16.

May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.





- Bid opening shall be on 9:30 AM of March 16, 2021 at the given address below and/or through <u>meet.google.com/ofz-ayyv-rth</u>. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. N/A
- 11. The *Department of Social Welfare and Development Cordillera Administrative Region (DSWD-CAR)* 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

BAC SECRETARIAT

Procurement Section DSWD-CAR #40 Northdrive, Baguio City bacsec.car@dswd.gov.ph (074) 661-0430 Local 25025 / (02) 396-6580

13. You may visit the following websites for downloading of Bidding Documents: https://car.dswd.gov.ph/downloads/procurement-opportunities

> SGD ENRIQUE H. GASCON JR. BAC Chairperson





Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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





1. Scope of Bid

The Procuring Entity, *Department of Social Welfare and Development - Cordillera Administrative Region (DSWD-CAR)* invites Bids for the **Completion of the Four (4) Storey Training Center Building**, with Project Identification Number *ITB 2021-DSWD-CAR-13*

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for *CY 2021* in the amount of *Seventeen Million Pesos Only (Php17,000,000.00)*.
- 2.2. The source of funding is:
 - a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or





through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

7. Subcontracts

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 and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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





10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids





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

13. Bid Prices

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

14. Bid and Payment Currencies

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

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid within 120 calendar days upon opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy





of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

18. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.





21. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Notes on the Bid Data Sheet (BDS)

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

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

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

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

Bid Data Sheet

ITB Clause			
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Construction of Building that includes the provision of elevator and generator</i>		
7.1	Not Applicable		
10.3	<i>PCAB license should be at least "small b" as to range and/or at least C&D as to license category</i>		
10.4	Please see attached requirements for Key Personnel		
10.5	See prescribed specifications		
12	Not Applicable		
15.1	 The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than Php340,000.00 (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 		
	b. The amount of not less than Php850,000.00 (5%) of ABC] if bid security is in Surety Bond.		
19.2	Not Applicable		
20	Not Applicable		
21	Additional contract documents relevant to the Project - construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE.		

Notes on the General Conditions of Contract

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

- 3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the SCC, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
 - 3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. **Performance Security**

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **SCC** supplemented by any information obtained by the Contractor.

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the **SCC**, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC.**

15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
2	Not Applicable
4.1	Not Applicable
6	Not Applicable
7.2	Fifteen (15) years.
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	Not Applicable
11.2	Not Applicable
13	The amount of the advance payment is <i>up to Php 2,550,000.00 (15% of the ABC only)</i> .
14	Payment will not be allowed if equipment is not fully installed.
15.1	The date by which operating and maintenance manuals are required is <i>within 5 days upon completion of the contract</i>.The date by which "as built" drawings are required is <i>within 5 days upon completion of the contract</i>.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>Php50,000.00</i> .

Notes on Specifications

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

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

SPECIFICATIONS

General Conditions

1. DEFINITIONS

i. The term "Owner" as used in these Specifications means the administration of the Department of Social Welfare and Development – Cordillera Administrative Region.

ii. The term "Construction Engineer" shall mean the project in-charge on behalf of the Owner for the construction of the project and the said Construction Engineer's duly authorized assistants or representatives.

iii. The term "Contractor" means the entity that will provide all labor, materials, equipment, and perform all the work necessary for the completion of the project in accordance with the plans and specifications.

iv. The term "Completion of Contract" shall mean full performance by the contractor or of the contractor's obligations under the contract and all amendments and revisions thereof except the contractor's obligation concerning (1) release of liens and certificate of contractor, (2) other final documents. The term "completion" or "completion of the project" shall mean the contract and all amendments and revision thereof. The Certificate of Completion, signed by the Construction Engineer and approved in writing by the Owner shall be the sole and conclusive evidence as to the date of completion.

v. The term "default" used herein shall include any such failure by the contractor to make progress in the prosecution of work so as to endanger the completion of the project within the calendar days allotted.

vi. Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the direction, requirement, designation, or prescription, of the Construction Engineer is intended; and similarly, the words "approved", "acceptable to", or satisfactory to" of the Consultants unless otherwise expressly stated.

vii. Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided", as used herein shall be understood to mean "provided complete in place", that is, furnished and installed.

Any mention in these sections or indications on the drawings of articles, materials, operations, or methods, requires that the contactor furnish each item so mentioned or indicated, of the kind, type or design and quality specified or shown on the drawings, and that the contractor furnish all labor, equipment, incidentals, and superintendence necessary to complete the work in accordance with the true meaning and intent of these specifications even though such mention of articles, materials, operations, methods, quality, qualifications, or condition is not expressed in complete sentences. The necessary

information – items, accessories, anchors, connections, patterns, templates etc. – shall be delivered when required in order to prevent any delay in the progress and completion of work.

2. SPECIFICATIONS AND DRAWINGS

i. The contractor shall keep in the work place a copy of the drawings and specifications and shall at all times give the Construction Engineer access thereto. Anything mentioned in the

specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be like effect as if shown or mentioned in both. In case of difference between drawings and specifications the specifications shall govern. Any adjustment by the contractor without such determination shall be at his risk and expense.

ii. Omissions and misdescription. Omissions from the drawings or specifications or misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

iii. Deviations from the drawings and dimensions therein given, whether or not error is believed to exist, shall be made only after written authority is obtained from the Construction Engineer.

3. PROGRESS SCHEDULE.

The work shall be prosecuted with faithfulness and energy and in the order of precedence as directed by the Construction Engineer. The Contractor shall submit a progress schedule as follows:

i. The progress schedule shall be submitted within two weeks after the date of award of contract and shall be subjected to the approval of and/or modification by the Construction Engineer.

ii. The progress schedule shall be in Chart Form or Critical Path Method (CPM) and shall show the order in which the contractor proposes to carry on the work, the dates on which he will start the several salient features (including procurement of materials, plant and equipment) and the contemplated dates completing the same.

4. TAXES, LICENSES, PERMITS, AND FEES.

All taxes, licenses, permits and fees which may be due to the local and/or National Government on account of the performance and completion of the work stipulated herein and fees for testing materials and specimens shall be paid for and obtained by the contractor including the building and occupancy permits.

5. INSURANCE.

The contractor shall take out and maintain throughout the construction period insurance with the minimum requirements.

6. CHANGES IN SPECIFICATIONS AND DRAWINGS.

The owner may, from time to time, during the progress of the construction of the project, make such changes in, additions to, or subtractions from the specifications and construction drawings as condition may warrant: provided, however, that if the cost to the contractor shall be materially increased by any such change, or addition, the owner shall pay the contractor for the reasonable cost thereof in accordance with a construction contract amendment signed by the owner and the contractor, but no claim for additional compensation for any such change or addition will be considered unless the

contractor shall have made a written request therefore to the owner prior to the commencement of work in connection with such change or addition. Written notification shall be made by the owner to the construction engineer prior to any change in specifications and drawings.

7. SUPERVISION AND INSPECTION.

i. The contractor shall cause the construction work on the project to receive a constant supervision by a competent Project Engineer (hereinafter called Project Engineer) who shall be present at all times during the working hours where construction is being carried-on. The contractor shall employ, in connection with the construction of the project, capable, experienced, and reliable foremen and such skilled workmen as may be required for the various scope of work to be performed. Directions and instructions given to the Project Engineer by the owner through the construction engineer shall be binding upon the contractor.

ii. The manner of performance of the work, and all equipment used therein shall be subject to the inspection, tests, and approval of the owner. The owner shall have the right to inspect data and records of the contractor relevant to the work. The contractor will provide all reasonable facilities necessary for such inspection and tests. The contractor shall have an authorized agent to accompany the inspector when the final inspection is made and, if requested by the owner, when any other inspection is made.

8. PROGRESS PHOTOGRAPHS.

i. The contractor, at his expense, shall furnish to the Construction Engineer progress photographs that shall be taken monthly starting when the work begins and continuing so long as the work is in progress, on the exterior or interior of the building, from the station points designated by the Construction Engineer.

ii. The photographs shall be $3^{"x}5^{"}$. At each period four (4) exposures shall be taken, one each side or interior of the building. The contractor shall clearly identify in the photographs the scope of work completed.

iii. No partial payment shall be considered for approval without the above-mentioned photographs.

9. RELEASE OF LIENS.

Neither the final payment nor any part of the retained percentage shall become due until the contractor, if required shall deliver to the owner a complete release of all liens arising out of the contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all labor and materials for which a lien can be filed.

10. SUPERVISION.

All work shall meet with the approval of the Construction Engineer and shall be completed in conformity with the plans and specifications approved by, and on file with the owner, which plans and

specifications will be made part of the contract to be entered into for the work referred herein. The contractor shall confer with the Construction Engineer before commencing any work under the contract. The contractor shall furnish all facilities for inspection at the construction site.

11. IDENTIFICATION OF EMPLOYEES.

The contractor shall be responsible for furnishing to each employee and for requiring each employee engaged in the work to display such identification as maybe approved and directed by the Construction Engineer.

12. SAMPLES.

The contractor shall submit 2 each of samples if required by the owner or Construction Engineer and these shall be properly identified with the contractor's name and manufacturer's name and catalog number, if applicable.

13. LIGHT, POWER, AND WATER.

The contractor shall furnish temporary water, light, and power, complete with connecting piping, wiring, lamps and similar equipment as required for the work. The contractor shall install, maintain, and remove his temporary line upon completion of the work. All expenses in connection with temporary services and facilities shall be paid by the contractor.

14. TEMPORARY OFFICE.

The contractor shall provide and maintain watertight office on the premises where directed for his own use and for the use of the Construction Engineer. The contractor shall provide janitorial services for these office for the duration of the job.

15. STORAGE SHEDS.

The contractor shall provide and maintain on the premises where directed, watertight storage sheds for all materials which might be damaged by weather.

16. LIGHTS, GUARDS, ETC.

The contractor shall provide such lights, guard, temporary fences, and warning signs as may be necessary for the safety during all the time from the execution of the contract until the final acceptance of the work, and shall be responsible for the installation and maintenance of lights, guards, fences and warning signs.

17. CLEANING.

Upon the completion of each part of the work as defined by the sections into which these specifications are divided or as separated by the various trades involved in the work, each area shall be cleaned of debris emanating from the work. The contractor shall remove remaining excess materials, waste, rubbish, debris, and his construction and installation equipments from the premises. Any dirt or stains caused by the work under the contract shall be removed from the surfaces of the structure and from the equipments and fixtures.

Miscellaneous Conditions

1. PROJECT SIGN.

The contractor shall provide a project sign fabricated to size as specified in the UAP-DOC. 301. GENERAL CONDITIONS.

2. USE OF OWNER FACILITIES BY CONTRACTOR.

The contractor will not be permitted to utilize any Owner's building or facility for his job-site office space or storage area for materials without prior written approval of the Construction Engineer.

3. INTERFERENCE WITH OWNER OPERATIONS.

The contractor shall establish work procedures and methods to avoid interference with existing operations within or adjacent to the construction area. Free passage into the adjoining

or adjacent buildings not in the contract will not be permitted, except as approved by the Construction Engineer. Procedures and methods shall also provide for safe conduct of work and protection of property, which is to remain undisturbed.

SPL A. MOBILIZATION/DEMOBILIZATION

The work shall consist of the mobilization and demobilization of the Contractor's forces and equipment necessary for performing the work required under the contract.

Mobilization shall include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the Contractor's operations at the site; premiums paid for performance and payment bonds, including coinsurance and reinsurance agreements as applicable; and other items specified in this specification.

Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal and site clean up, of offices, buildings and other facilities assembled on the site specifically for this contract.

ITEM 404. REINFORCING STEEL BARS

All reinforcing bars shall be brand new, in good condition and of good quality free from unwanted deformities. Shall have no signs of deterioration such as rust. The contractor shall submit samples within three (3) days prior to pouring with test results from accredited testing centers and witnessed by the owner.

All mild reinforced bars shall be round deformed structural grade in accordance with ASTM A-615.

16mm & larger rebars - fy = 275.73 MPa (40, 000 psi)

12mm & smaller – fy = 227.48 MPa (33, 000 psi)

Verify Structural general notes. For specific grade of bars for specific use.

SPL B. FORMWORKS AND SCAFFOLDINGS

Formwork includes the forms on or within which the concrete is poured and the frames and bracing which provide stability. The contractor shall use appropriate forms and scaffoldings to ensure accuracy of finished concrete.

SPL C. STEEL DECK

Verify supporting member are correctly laid out and aligned and free of debris. Do not proceed with installation until unsatisfactory conditions have been corrected. Install deck units and accessories in accordance with approved shop drawings. Place deck units or supporting members and adjust to proper alignment. Verify proper bearing on supporting members an accurate alignment of end laps and side laps prior to permanent attachment. Fasten steel deck supporting members with ½" effective diameter fusion welds. If studs are welded through deck (un-shored construction only), the studs can replace fusion welds. Fasten side laps by button punching, top seam weld, side seam weld or use of screw type fasteners. Welders shall be certified prior to commencing work. The contractor shall use 1.2mm Thick Steel Deck 1.

SPL D. STRUCTURAL STEEL WORKS

Connections for which details are not indicated shall be designed in accordance with the "American Institute of Steel Construction Manual of Steel Construction", and shall be welded.

Handling, shipping and storing steel works. All Materials shall be handled, shipped, and stored in a manner that will prevent distortion or other damage. Materials shall be stored in a clean location and keep properly drained. All damaged materials shall be replaced or repaired by and the expense of the contractor.

Structural carbon steel for welded work shall conform to ASTM A36.

Submerged arc welding. Bare electrodes and flux for submerged arc welding shall conform to the requirements of AWS D1.0, and the grade of A36. Welders shall be certified prior to commencing work.

ITEM 405. STRUCTURAL CONCRETE

Test – Steel bars, cement, gravel, sand and concrete samples, shall be tested. Sample materials for testing shall be properly signed by the Project Engineer with corresponding date before issuing to private testing company. Results shall be officially signed or stamp and to be photo copied for four. The Owner shall furnish a copy of every testing results. Apply waterproofing for roof deck during pouring and after pouring.

Schedule of Concrete: Footing, tie beams, reinforced walls, wall footings, columns, and pedestal; f'c = 20.70 MPa (3000 psi) at 28 days

Suspended slabs, beams, girders, stairs; f'c = 20.70 MPa (3000 psi) at 28 days

Others not specified - f'c = 20.70 MPa (3,000 psi) at 28 days

Gravel – G-1 crushed, $\frac{1}{2}$ " to $\frac{3}{4}$ " in size

Sand – shall be river sand

SPL E. MASONRY WORKS

Concrete Hollow Blocks – 5" thick for wall with pipe line along surface perimeter. 4" thick for all interior

partitions unless otherwise noted. Both 25mm thick cement plastered. With compressive strength of 700 psi.

Reinforcement – 10mm dia. Bars at 0.40 m on center both ways for all concrete hollow blocks wall.

Cement and other cement materials shall be delivered to the site and stored in unbroken bags, barrels, or other approved containers, plainly marked and labeled with the manufacturers name

and brand. Concrete masonry units shall be handled with care to avoid chipping and breakage, and shall be stored as directed.

SPL F. PLASTERING

Exposed surfaces should be plastered on CHB. Cement plaster finish shall be true to details and plumbed. Finished surface shall have no visible junction marks where one day's work adjoins the other materials. Use class A mix ration with 25mm thick plaster finish.

SPL G. DOORS AND WINDOWS

Refer to Schedule of Doors & Windows for further details.

SPL H. PLUMBING

All fittings, connections and piping embedded in concrete shall be subjected to inspection by the Construction Engineer and/or his representative before completion.

The Contractor shall provide all items, articles, materials, operation or method listed, mentioned of schedule of the drawings and/or herein, including labor. Materials, equipment's and incidentals necessary and required for their completion.

It is not intended that the drawings shall show every pipe, fitting, valve and appliance. All such items whether specifically mentioned or not, or indicated on the drawing shall be furnished and installed, if necessary, to complete the system in accordance with the best practice of plumbing trade and to the satisfaction of the construction engineer and the owner.

The contractor is required to refer to all architectural, structural, mechanical and electrical plans and specifications and shall investigate all possible interferences and conditions affecting his work.

Work include under this section of the specifications consists in furnishing all labor, tools and equipment, appliances and materials necessary for complete installation, testing and operation of the plumbing system in accordance with the contract including rectifications of PHASE I Plumbing Works.

Sanitary drains from the building and their connections to the point of discharge as shown in the plans as verified at the jobsite.

Roof and ground storm drainage system and connections to the storm drainage system as shown in the plans as verified at the jobsite.

Soil, waste and vent pipe system within the building.

Cold water distribution and supply pipes to the fixtures.

Plumbing fixtures, trims and accessories.

Supply and installation of the standpipe system complete with the valves and fire department connection.

Water meter and water connections to cold water main and/or other sources as shown in the plan schemes. Provide also 4000 L or 20 Drums s/s water tank.

The contractor shall provide necessary shop drawing as-built plans.

All other works described in other sections of this document necessary for the completion of this contract.

SPL I. TILE WORKS

Please consult the construction engineer regarding the color and design of tiles, show samples to the owner for approval before purchasing.

SPL J. PAINTING WORKS

Materials - Paint.

Application – All applications and methods to be used shall follow strictly manufacturer's instructions and specifications.

SURFACE TREATMENT – All surface include masonry wall shall be thoroughly cleaned, puttied (masilla), sand papered rub and polish. All Masonry wall shall be treated first with penetrating sealer prior to painting.

SCHEDULE OF PAINTING FINISHES:

1. All masonry wall cemented finished surfaced – 2 coats Flat Top Coat.

2. Plywood surfaces or wood surfaces – 1 coat primer and 2 coats Semi-gloss Top Coat.

3. Hardiflex – 1 coat primer, 2 coats Flat Top Coat. Color White.

4. Steel and metal works. -2 coats red oxide primer and 2 coats aqua epoxy or quick drying enamel.

Extra Coats – shall be applied to achieve desired finish.

SPL K. ELEVATOR SYSTEM

Use passenger elevator

Elevator Specifications

		REMARKS	
TYPE	Passenger		
QUANTITY	1		
FIREMAN'S LIFT	Yes		
RATED CAPACITY (kg)	800kg		
SPEED (m/s)	1.00 (60mpm)		
NO. OF STOPS	4		
NO. OF OPENINGS	4 (ALL FRONT)		
FLOOR DESIGNATION	G-4		
TRAVEL HEIGHT (m)	9.0m Approx.		
SHAFT SIZE (W x D) per lift	1800mm x 1700mm	Verify	
SHAFT SIZE	Fixed	veniy	
SEPARATOR BEAM	Not required		
LIFT ARRANGEMENT	Single		
OVER TRAVEL (mm)	4200mm	Minimum Requirement	
PIT DEPTH (mm)	1200mm	Minimum Requirement	
DRIVE SYSTEM	Asynchronous Gearless Drive (VVVF)		
CONTROL SYSTEM	3300 Bionic 5.4		
OPERATION	1 KS		
MR LOCATION	Machine ROOMLESS		
MIREOCATION	230V, 3PH, 60HZ (w/ Gnd & Neutral) 220		
POWER SUPPLY (Main), Lighting			
COUNTERWEIGHT SAFETY	V, II II, 00112		
GEAR	Not required		
	Hotroquirou		
	LIFT C/	AR	
CAR SIZE (WxDxH) Structural			
	1350mm x 1400mm x 2450mm	Verify	
DOOR TYPE	2-Panel Center Opening		
DOOR SIZE (W x H)	800mm x 2100mm		
DOOR PANEL	Hairline Stainless Steel-brushed		
DOOR SILL	Extruded Hard Aluminum		
FRONT WALL FINISHES	Hairline Stainless Steel-brushed		
I KONT WALL I MISTLES	Hamme Stamess Steerbrashed		
REAR WALL FINISHES	Hairline Stainless Steel-brushed		
SIDE WALL FINISHES	Hairline Stainless Steel-brushed		
MIRROR	FULL HEIGHT MIRROR		
HANDRAILS	Rear Wall		
COP BUTTONS	Linea 100 without Braille		
NO. OF COP'S /LOCATION	1/Front (Surface Mounted)		
COP FACEPLATE	Linea 100 without Braille		
PLATFORM DECORATION	Artificial Granite(Black)		
CAR CEILING	Hairline Stainless Steel-Bracket		
	LIFT LOB	BY	
Landing DOOR PANEL FINISHES			
(Main Floor/s)	Hairline Stainless Steel-brushed		
	riannine Stamless Steel-prushed		
Landing DOOR PANEL FINISHES	Hairling Staiplang Steel brushed		
(Typical Floors)	Hairline Stainless Steel-brushed		
Landing DOOR FRAME LOP BUTTONS	50mm x 40mm Box Frame Linea 100 without Braille		
LOP FACEPLATE			
LOFTAULFLATE	Hairline Stainless Steel-brushed		

SPL L. SUPPLY AND INSTALLATION OF 200KVA GENERATOR SET WITH HOUSING

Exact location of 200KVA generator set to be verified on site. Installation of Generator set includes silencer, 180 Amperes ATS and housing.

SPL M. ELECTRICAL WORKS

The work to be done consist of the fabrication, finishing, delivery and installation, complete in all details of the Electrical Work at the premises and all work materials incidental to the proper completion of the installation. All works shall be done in accordance with the governing Codes and Regulations and with the specifications. Provide all labor, materials and equipment and performance of all work necessary for the complete execution of all the electrical works as shown in the electrical drawings including rectification of PHASE I Electrical Works.

The contractor shall construct electrical room and all electrical Main Panels shall be in it. The contractor shall guarantee that the electrical systems are free from all grounds and from all defective workmanship and materials and will remain so for a period of one year from date of acceptance of work. Any defects, appearing within aforesaid period, shall be remedied by the contractor at his own expense.

SPL N. FIRE PROTECTION SYSTEM

This contractor shall provide complete system for fire protection which includes Fire Alarm system, Fire Sprinkler System with cistern tank, jockey pumps, pump housing, completely functional and complies with applicable standards.

SPL O. SECURITY SYSTEM

Provide 6 units CCTV connected to existing security system.

Internet Protocol (IP) Cameras

i. Greater than or equal to 44 Dome/ Bullet IP Cameras

- a. At least Full HD 1080 IP Cameras
- b. Supports H.265+, H.265 video compression
- c. Autofocus / Varifocal Lens
- d. Powerful zoom and autofocus zooming capability without losing focus on the image
- e. Capable of operating in both normal and poorly lit environment
- f. Weatherproof, IP67 housing
- g. Advanced Analytics: Intrusion Detection/Line Crossing Detection
- h. Usable with NVR recorder, PC Windows Software, or Mobile Applications
- i. Accepts POE, 12V DC Power, or extended POE

ii. Greater than or equal to 10 Full HD 1080P PTZ IP Cameras

- a. Pan, Tilt, Zoom Feature
- b. At least Full HD 1080 IP Cameras
- c. At least 20X Optical Zoom and 16X Digital Zoom
- d. Powerful zoom and autofocus zooming capability without losing focus on the image
- e. Capable of operating in both normal and poorly lit environment
- f. With IR LEDs for up to 50m

- g. IP66 or IP67 housing
- h. Smart Detection: Intrusion, Line Crossing, Region Exit, Region Entrance
- i. Smart Tracking: Manual, Auto and Event
- j. Usable with NVR recorder, PC Windows Software, or Mobile Applications
- k. Accepts PoE, 12V DC Power, or extended PoE
- 1. Capable of automatic return to home position and can be locked

Network Video Recorders

a. At least four (4) Network Video Recorders (NVR), 16 Channel NVR that support all IP cameras and with Surveillance Hard Drive for at least two (2) months recording

b. Should have an Integrated System/Application for Video operation such as but not limited to real-time/live view, video recording, remote search, playback, backup, etc.

- c. Third-party network cameras supported
- d. Support H.265+/H.264/MPEG4 video formats

SPL P. CONSTRUCTION SAFETY AND HEALTH

Workers shall wear personal protective equipment at all times. The Construction Safety and Health Program shall be executed always on site.

Section VII. Drawings

See attached drawings.

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

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

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

Daywork Schedule

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

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

Provisional Sums

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

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

Signature Box

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

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

See a attached Bill of Quantities.

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- □ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); <u>or</u>
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; <u>and</u>
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
 and
- □ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- □ (e) 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
- $\square (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;$ **and**
- □ (g) Philippine Contractors Accreditation Board (PCAB) License;
 - <u>or</u>

Special PCAB License in case of Joint Ventures;

<u>and</u>

registration for the type and cost of the contract to be bid; and

□ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

<u>or</u>

Original copy of Notarized Bid Securing Declaration; and

- (i) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;

- b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
- c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**

\Box (j) 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

□ (k) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;

and

□ (1) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

□ (m) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR 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

 \Box (n) Original of duly signed and accomplished Financial Bid Form; <u>and</u>

Other documentary requirements under RA No. 9184

- \Box (o) Original of duly signed Bid Prices in the Bill of Quantities; <u>and</u>
- □ (p) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- \Box (q) Cash Flow by Quarter.

