

Republic of the Philippines
Department of the Interior and Local Government
DILG-NAPOLCOM Center, EDSA cor. Quezon Ave., Quezon City

INVITATION TO BID

- 1.0 The Department of the Interior and Local Government (DILG) [hereinafter referred to as “*the Procuring Entity*”] through the DILG Fund for CY 2019 intends to apply the sum of **Two Hundred Million Pesos (PhP 200,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for “***Construction of Three-Storey Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck***” with Project Reference/Contract I.D. No. **E911NOCC-2019-001**, [otherwise known as “*the Project*”] and using Design and Build Scheme in accordance with Annex “G” of the Revised Implementing Rules and Regulations of R.A. No. 9184, otherwise known as the “Government Procurement Reform Act” (IRR/RA No. 9184). Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2.0 The Department of the Interior and Local Government now invites bids for the project below.
- 2.1 *Project Reference No/Contract ID:* : **E911NOCC-2019-01**
- 2.2 Approved Budget for the Contract : **PhP 200,000,000.00**
- 2.3 Contract Name : ***Construction of Three-Storey Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck***
- 2.4 Calendar Days : **365 Calendar Days**
- 2.4.1 Design Preparation : **Sixty [60] Calendar Days**
- 2.4.2 Construction : **Three Hundred Five [305] Calendar Days**

The project involves the **Design and Build of the *Three-Storey Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck***

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.

- 3.0 Bidding will be conducted through open competitive bidding procedures with a Two-Step Evaluation Procedure using a non-discretionary “Pass”/“Fail” evaluation with a Point System, as specified in Annex “G” IRR/RA No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least seventy five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.

- 4.0 Interested bidders may obtain further information from DILG SBAC Secretariat, and inspect the Bidding Documents at the address given below, Working Days from 9:00 A.M. to 4:00 P.M.
- 5.0 A complete set of Bidding Document may be purchased by interested Bidders on February 15, 2020 from the address below and upon payment of applicable fee for the bidding documents, pursuant to the latest guidelines issued by the GPPB, in the amount of **Php 50, 000.00**.

It may also be downloaded free of charge from the website of the Philippines Government Electronic Procurement System [PhilGEPS] and the website of the Department of the Interior and Local Government, provided that bidders shall pay the fee for the Bidding Document until 10:30 A.M. on the day of submission of their bids on March 9, 2020.


- 6.0 The DILG-SBAC will hold a Pre-Bid Conference on February 24, 2020 10:00AM at the 27th Floor, Multi-purpose Hall, DILG-NAPOLCOM Center, EDSA corner Quezon Avenue, Quezon City, which shall be open to prospective bidders.
- 7.0 Bids must be duly received by the DILG-SBAC Secretariat at the address below on or before March 9, 2020 10:30AM. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be on March 9, 2020 10:30AM at the 27th Floor, Multi-purpose Hall, DILG-NAPOLCOM Center, EDSA corner Quezon Avenue, Quezon City. Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below. Late bids shall not be accepted.

- 8.0 a. The eligibility of Design and Build Contractors shall be based on provisions of Annex “G”, IRR/R.A. No. 9184, including Legal, Technical and Financial requirements. In the technical requirements, the Design and Build Contractor [as in solo or in joint venture/consortia] should be able to comply with the experience requirement under the IRR/R.A. No. 9184, where one [1] of the parties [in a joint venture/consortia] should have completed at least one [1] similar project, over the last five (5) years from the date of Bid submission, both in design and construction, with at least 50% of the cost of the ABC of the Project-At-Hand or **One Hundred Million Pesos (PhP 100,000,000.00)**; the joint venture/consortia Contractor must also submit Class “A” and Class “B” Documents;
- b. In the event that the design and construction shall be accomplished separately by

- b. In the event that the design and construction shall be accomplished separately by the parties in a JVA, sub-contracting or partnerships, as the case may be, the party that will accomplish the design should have atleast one similar project, the cost of which is equivalent to at least 50% of the 3% of the ABC, while the party tasked to accomplish the construction component, should have at least one similar project, the cost of which is equivalent to atleast 50% of the 97% of the ABC.
- c. In accordance with provisions of Annex "G" IRR/RA No. 9184, Bidders shall submit Bids in two [2] separately sealed envelopes. The first envelope [Technical Proposal] shall contain all the required Class "A" documents for infrastructure projects and additional documents specified in the Bid Data Sheets and Bid Forms of the Bidding Documents. The second envelope (Financial Proposal) shall contain all the required documents for infrastructure specified in Bid Data Sheets and Bid Forms.
- 9.0 The DILG reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
- 10.0 For further information, please refer to:

Office of the SBAC Secretariat
20th Floor, Emergency 911 National Office
DILG-NAPOLCOM Center
EDSA corner Quezon Avenue, Quezon City
Tel No: (02) 8925-9111/ (02) 8928-7281
Email Add: e911no@gmail.com


MANUEL B. FELIX
Assistant Secretary for Peace and Order
SBAC Chairperson



**Republic of the Philippines
Office of the Secretary
Department of the Interior and Local Government**

**BIDDING DOCUMENTS
FOR THE
CONSTRUCTION OF
THREE-STOREY EMERGENCY 911 NATIONAL
OFFICE AND COMMAND CENTER BUILDING
WITH LOWER GROUND PARKING AND
ROOF DECK**

DESIGN AND BUILD SCHEME

LOCATION: QUEZON CITY

CONTRACT ID No.: E911NOCC-2019-001

(FEBRUARY 2020)



**Republic of the Philippines
Office of the Secretary
Department of the Interior and Local Government**

**BIDDING DOCUMENTS
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CONSTRUCTION OF
THREE-STOREY EMERGENCY 911 NATIONAL
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DESIGN AND BUILD SCHEME

LOCATION: QUEZON CITY

CONTRACT ID No. E911NOCC-2019-001

(FEBRUARY 2020)

BIDDING DOCUMENTS

For the Construction Of Three-Storey Emergency 911 National Office and Command Center Building With Lower Ground Parking and Roof Deck

**Design and Build Mode
Location: Quezon city**

**CONTRACT ID No. E911NOCC-2019-001
(February 2020)**

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Department of the Interior and Local Government

Section I.

Invitation To Bid

Republic of the Philippines
Department of the Interior and Local Government
DILG-NAPOLCOM Center, EDSA cor. Quezon Ave., Quezon City

INVITATION TO BID

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2.0 The Department of the Interior and Local Government now invites bids for the project below.

- | | | | |
|-----|--|---|--|
| 2.1 | <i>Project Reference No/Contract ID:</i> | : | E911NOCC-2019-01 |
| 2.2 | Approved Budget for the Contract | : | PhP 200,000,000.00 |
| 2.3 | Contract Name | : | <i>Construction of Three-Storey Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck</i> |
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| | 2.4.2 Construction | : | Three Hundred Five [305] Calendar Days |

The project involves the **Design and Build of the *Three-Storey Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck***

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.

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- b. In the event that the design and construction shall be accomplished separately by the parties in a JVA, sub-contracting or partnerships, as the case may be, the party that will accomplish the design should have atleast one similar project, the cost of which is equivalent to at least 50% of the 3% of the ABC, while the party tasked to accomplish the construction component, should have at least one similar project, the cost of which is equivalent to atleast 50% of the 97% of the ABC.
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Email Add: e911no@gmail.com


MANUEL B. FELIX
Assistant Secretary for Peace and Order
SBAC Chairperson

Section II.

Instruction To Bidders [ITB]

Section II. Instructions to Bidders [ITB]

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A. General

1. Scope of Bid

- 1.1. The Procuring Entity as defined in the **BDS**, invites bids for the construction of Works, as described in Section VI – Technical Specifications and Special Provisions based on Section VIII – Terms of Reference [TOR] and Section XIII – Minimum Performance Specifications and Parameters. The name and identification number of the Contract is provided in the **BDS**.
- 1.2. The successful bidder will be expected to complete the Works by the intended completion date specified in **SCC Clause 1.16**.

2. Source of Funds

The Procuring Entity has a budget or received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the Contract for the Works.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the BDS, the Procuring Entity, as well as bidders and contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Funding Source:

[a] defines, for purposes of this provision, the terms set forth below as follows:

[i] "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Procuring Entity, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act No. 3019;

[ii] "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders [prior to or after Bid submission] designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the

benefits of free and open competition;

- [iii] “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels;
 - [iv] “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract; and
 - [v] “obstructive practice” is
 - [aa] deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - [bb] acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- [b] will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
- [c] will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing, or in executing, a Contract funded by the Funding Source.

- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1[a].
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as

reflected in the GCC Clause 34.

4. Conflict of Interest

4.1. All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs [a] through [c] and a general conflict of interest in any of the circumstances set out in paragraphs [d] through [g] below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

1.2. 4.2 In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;

- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c) or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

- 5.1. Unless otherwise indicated in the BDS, the following persons shall be eligible to participate in this Bidding:
- (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines.
 - (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino ownership or interest is less than seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

- 5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**.
- 5.3. Government owned or controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. (a) 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 Philippine Statistics Authority (PSA) consumer price index. However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.
- (b) 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 **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**.

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section X. Bidding Forms as required in **ITB** Clause 12.1[b][iii].

6.2. The Bidder is responsible for the following:

- [a] Having taken steps to carefully examine all of the Bidding Documents;
- [b] Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- [c] Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- [d] Having complied with its responsibility to inquire or secure Supplemental/ Bid Bulletin/s as provided under **ITB** Clause 10.3.
- [e] Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- [f] Ensuring that 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;
- [g] Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- [h] Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- [i] Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- [j] Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of

Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

- [k] Ensuring that it 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;

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: [a] the location and the nature of the contract, project, or 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.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 6.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.

- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. Bidders should note that the Procuring Entity will only accept bids only from those that have paid the non refundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of GOODS and Services

There is no restriction on the origin of Goods, or Contracting of Works or Services other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Works to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Works shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Works will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. [a] If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

[b] The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids, but not earlier than seven (7) calendar days from the posting of the Invitation to Bid/Bidding Documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the

submission and receipt of bids, as specified in the **BDS**.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification(s) on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB Clause Error! Reference source not found..**

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

[a] Eligibility Documents –

Class "A" Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR;
- (ii) Statement 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

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
- (ii.2) date of the contract;

- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) nature of work;
- (ii.6) contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
- (ii.7) total contract value at award;
- (ii.8) date of completion or estimated completion time;
- (ii.9) total contract value at completion, if applicable;
- (ii.10) percentages of planned and actual accomplishments, if applicable; and
- (ii.11) value of outstanding works, if applicable.

The statement of the Bidder's SLCC shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted;

- (iii) Unless otherwise provided in the **BDS**, a valid special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project; and
- (iv) NFCC computation in accordance with ITB Clause 5.5.

Class "B" Documents

- (v) If applicable, Joint Venture Agreement (JVA) in accordance with RA 4566.

[b] Technical Documents –

- [i] Bid security as prescribed in **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - [i.1] a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - [i.2] a surety bond accompanied by a certification coming from an authorized Insurance Commission that a surety

or insurance company is authorized to issue such instrument;

- [ii] Project Requirements, which shall include the following:
 - [ii.1] Organizational Chart for the contract to be bid;
 - [ii.2] List of contractor's 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. These personnel must meet the required minimum years of experience set in the **BDS**; and
 - [ii.3] 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, which must meet the minimum requirements for the contract set in the **BDS**; and
- [iii] Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in **Error! Reference source not found.**

13. Documents Comprising the Bid: Financial Component

13.1. The financial component of the bid shall contain the following:

- [a] Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with **ITB** Clauses 15.1 and 15.3; and
- [b] Any other document related to the financial component of the bid as stated in the **BDS**.

13.2. [a] Unless indicated in the **BDS**, all Bids that exceed the ABC shall not be accepted.

- [b] Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - [i] Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - [ii] The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates

are based on adequate detailed engineering [in the case of works] and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

- [iii] The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.
- [iv] The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- [v] The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1. Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two [2] or more separate bid envelopes.
- 14.2. 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.
- 14.3. Each Bidder shall submit only one [1] Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one [1] bid [other than as a subcontractor if a subcontractor is permitted to participate in more than one bid] will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 15.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a

zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be provided for.

- 15.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- 15.4. All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in GCC Clause **Error! Reference source not found.** Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

- 16.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the Bid opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty [120] calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be

considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

- 18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two percent (2%)
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, the Bank Draft/ Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security;</p>	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 32.2, within ten (10) calendar days from receipt of the Notice of

Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB Clause Error! Reference source not found..**
- 18.4. Upon signing and execution of the contract, pursuant to **ITB Clause 31**, and the posting of the performance security, pursuant to **ITB Clause 32**, the successful Bidder's Bid security will be discharged, but in no case later than the Bid security validity period as indicated in **ITB Clause 18.2**.
- 18.5. The bid security may be forfeited:
 - [a] if a Bidder:
 - [i] withdraws its bid during the period of bid validity specified in **ITB Clause 17**;
 - [ii] does not accept the correction of errors pursuant to **ITB Clause 27.3[b]**;
 - [iii] has a finding against the veracity of the required documents submitted in accordance with **ITB Clause 28.2**;
 - [iv] submission of eligibility requirements containing false information or falsified documents;
 - [v] submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - [vi] allowing the use of one's name, or using the name of another for purposes of public bidding;
 - [vii] withdrawal of a bid, or refusal to accept an award, or enter into

contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;

- [viii] refusal or failure to post the required performance security within the prescribed time;
 - [ix] refusal to clarify or validate in writing its bid during post-qualification within a period of seven [7] calendar days from receipt of the request for clarification;
 - [x] any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
 - [xi] failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - [xii] all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three [3] times within a year, except for valid reasons.
- [b] if the successful Bidder:
- [i] fails to sign the contract in accordance with **ITB** Clause 31; or
 - [ii] fails to furnish performance security in accordance with **ITB** Clause 32.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section X. Bidding Forms on or before the deadline specified in the **ITB** Clause 21 in two [2] separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Bill of Quantities, under

Section IX hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and “COPY NO. ____ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____”, respectively. These envelopes containing the original and the copies shall then be enclosed in one [1] single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
- [a] contain the name of the contract to be bid in capital letters;
 - [b] bear the name and address of the Bidder in capital letters;
 - [c] be addressed to the Procuring Entity’s BAC identified in **ITB** Clause 10.1;
 - [d] bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - [e] bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause **Error! Reference source not found.**, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of Bid Submission and Opening, the Bidder's name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the

imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the Bids in public, immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the BDS, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in ITB Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the BDS, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible Bidder whose first bid envelope was rated "passed." The second envelope of each complying Bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed." Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in ITB Clause **Error! Reference source not found.**, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR.:
 - a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;

- b) Mayor's/Business permit issued by the local government where the principal place of business of the Bidder is located; and
 - c) Audited Financial Statements showing, among others, the prospective Bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the documents required in **ITB** Clauses 12.1[a][i] and 12.1[a][ii]. Submission of documents required under **ITB** Clauses 12.1[a][iii] to 12.1[a][vi] by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.9. The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the Bid Opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.10. To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of Bid evaluation, Bid comparison or contract award will result in the rejection of the Bidder's Bid.

26. Clarification of Bids

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered

27. Detailed Evaluation and Comparison of Bids

27.1. The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to ITB Clause 24, in order to determine the Lowest Calculated Bid.

27.2. The Lowest Calculated Bid shall be determined in two steps:

- [a] The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
- [b] The ranking of the total bid prices as calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

27.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary "pass/fail" criterion. The BAC shall consider the following in the evaluation of bids:

- [a] Completeness of the bid. Unless the BDS allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
- [b] Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

27.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the

ABC shall not be considered, unless otherwise indicated in the **BDS**.

- 27.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.
- 27.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax [VAT], income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 27.7. If so indicated pursuant to **ITB** Clause 1.2. Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids 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 prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 27.3.

28. Post Qualification

- 28.1. The SBAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, **Error! Reference source not found.**, and **Error! Reference source not found.**
- 28.2. 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**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 28.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses **Error! Reference source not found.** and **Error! Reference source not found.**, as well as other information as the Procuring Entity deems necessary

and appropriate, using a non-discretionary “pass/fail” criterion, which shall be completed within a period of twelve (12) calendar days.

- 28.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to **ITB Clause Error! Reference source not found.**
- 28.5. A negative determination shall result in rejection of the Bidder’s bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid, with a fresh period to make a similar determination of that Bidder’s capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation of contract award.
- 28.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the Bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

29. Reservation Clause

- 29.1. Notwithstanding the eligibility or post-qualification of a bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder’s capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any

liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- [a] if there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- [b] if the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- [c] for any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the Government as follows:
 - [i] If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
 - [ii] If the project is no longer necessary as determined by the head of the procuring entity; and
 - [iii] If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

29.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

- [a] No bids are received;
- [b] All prospective bidders are declared ineligible;
- [c] All bids fail to comply with all the bid requirements or fail post-qualification; or
- [d] The Bidder with the LCRB refuses, without justifiable cause, to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

30. Contract Award

30.1. Subject to **ITB** Clause 28, the Procuring Entity shall award the contract to the Bidder whose Bid has been determined to be the Lowest Calculated and Responsive Bid [LCRB].

- 30.2. Prior to the expiration of the period of Bid validity, the Procuring Entity shall notify the successful Bidder in writing that its Bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two [2] days by the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder; or
 - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a pre-condition to the Award;
 - [b] Posting of the performance security in accordance with **ITB** Clause 32;
 - [c] Signing of the contract as provided in **ITB** Clause 31; and
 - [d] Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31. Signing of the Contract

- 31.1. At the same time as the Procuring Entity notifies the successful Bidder that its Bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2. Within ten [10] calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 31.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten [10] calendar day period provided that all the documentary requirements are complied with.
- 31.4. The following documents shall form part of the contract:

- [a] Contract Agreement;
- [b] Bidding Documents;
- [c] Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
- [d] Performance Security;
- [e] Notice of Award of Contract; and
- [f] Other contract documents that may be required by existing laws and/or specified in the **BDS**.

32. Performance Security

- 32.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten [10] calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 32.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price as stated in the **BDS** in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Ten percent (10%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

- 32.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

33. Notice to Proceed

Within seven (7) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

34. Protest Mechanism

- 34.1. Decision of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III.

Bid Data Sheet [BDS]

Section III. Bid Data Sheet [BDS]

ITB	ITB Clause
1.1	The PROCURING ENTITY is the Department of the Interior and Local
1.2	Name of Project: “Construction of Three-Storey Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck” The identification number of the Contract is E911NOCC-2019-001
2.1	The Funding Source is the DILG . 2.1.1 Pesos Two Hundred Million under the DILG Regular Fund, FY 2019 General Appropriations Act, RA 11260; and for a total cost of Pesos Two Hundred Million [PhP 200,000,000.00] being the Approved Budget for the Contract [ABC] to payments under the Contract I.D. No. <u>E911NOCC-2019-001</u> . The project involves “ <i>Construction of Three-Storey Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck</i> ”
3.1	No further instructions.
5.1	Eligible bidders shall be as stated in the ITB Clause. In addition, eligible bidders shall qualify or comply with the following: 1. Bidders with valid Philippine Contractors Accreditation Board (PCAB) License, at least Category “A”; General Building Bidders who have successfully undertaken and completed design and/or construction projects/contracts of similar type, costing at least fifty percent (50%) of the ABC in the last five (5) years.
5.1	A Concrete Building Structure is the Procuring Entity’s choice of building technology/ system in view of the need for consistency in the quality of the major building components, the need to deliver the project at the shortest period possible and the need to generate savings in the construction and the operation and maintenance (O&M) of the project as much as possible.

	<p>2. The Designer(s) shall be an architect (i.e. a natural person), or an architectural firm of two or more associated individuals or a partnership (with limitations as required in Section 37 of the IRR of R.A. No. 9266 or the Architecture Act of 2004) i.e. a juridical entity, registered and licensed to practice architecture, with design experience as stated above. In the case of a natural person who must be a registered and licensed architect (RLA), the PRC certificate of registration, the PRC professional identification card (PIC i.e. renewable license) and the professional/privilege tax receipt (PTR) are required for presentation in full accordance with Sec. 21 of R.A. No. 9266. In the case of a juridical entity, proof of such entity's prior registration with both the SEC and the Professional Regulatory Board of Architecture (PRBoA) is required, in addition to the documentary requirements for the natural persons who own and manage the juridical entity, and who must all be registered and licensed architects (RLAs).</p>
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
8.1	<p>The Design and Build Contractor may subcontract Specialty Works, such as, but not limited to, the following and subject to the approval of the Procuring Entity:</p> <ol style="list-style-type: none"> 1. Detailed Engineering Design Works; 2. Plumbing Works; 3. Electrical Works; 4. Mechanical Works; 5. Fire Protection Works; and 6. Base Isolation System. <p>Provided that if the Design and Build Contractor shall subcontract the Detailed Engineering Design Works, the Contractor shall enter into a Subcontract or Consortium Agreement with a the Design Entity which shall also submit Class "A" and Class "B" as part of the Contractor's Eligibility Information, in accordance with Annex G IRR/R.A. No. 9184 and pertinent Sections of the Bidding Documents;</p> <p>Provided further that the Design and Build Contractor does not subcontract more than 20% of the works.</p>
8.2	Sub-contractors must submit and comply with the eligibility requirements specified in ITB 12.1 (a)- Class "A" documents.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on February 24, 2020.

10.1	<p>The Procuring Entity's address is:</p> <p style="text-align: center;">ASEC. MANUEL B. FELIX Chairperson, SBAC <i>20th Floor, Emergency 911 National Office</i> <i>DILG-NAPOLCOM Center</i> <i>EDSA corner Quezon Avenue</i> <i>Diliman, Quezon City</i> <i>Tel No: (02) 8925-9111/ (02) 8928-7281</i> <i>Email Add: e911no@gmail.com</i></p>
10.2	No further instructions.
10.3	<p>If the Procuring Entity maintains a registry system using the PhilGEPS or its own electronic system:</p> <p>The first envelope shall contain the eligibility and technical documents stated in the ITB Clause. However, if the Bidder maintains a current and updated file of his Class "A" Documents with the Procuring Entity, a written letter of intent may be submitted in lieu of the Class "A" Documents; otherwise, it shall submit an application for eligibility and its latest Class "A" Documents five [5] days prior to set date of submission of bids. Any application for eligibility or updates submitted after the deadline for the submission of the letter of intent shall not be considered for the bidding at hand.</p>
12.1	<p>Additional submittal in the first envelope during opening of bids in accordance with Annex G of the Revised IRR of RA 9184</p> <ol style="list-style-type: none"> 1. Preliminary Concept Design Plans in accordance with the degree of details specified by the Procuring Entity; 2. Design and Construction Methods; and 3. Value engineering analysis of design and construction method.
12.1[a] [i]	No other acceptable proof of registration is recognized.
12.1[a][iv]	<p>Only bidders with at least Category "A" Philippine Contractor's Accreditation Board (PCAB) License may participate in the bidding</p> <p>For bidders entering into a Joint Venture Agreement, a special PCAB License name after the JV should be submitted in lieu of their individual PCAB License. Individual PCAB License (for those entering a JV) will not be accepted.</p>

12.1[b] [ii] [ii.2]	<p>Key Personnel Capabilities</p> <p>1] The Contractor shall provide the complete list of Key Personnel listed below. All Engineers and Architects shall have valid PRC licenses which shall be attached to individual Curriculum Vitae in Section X. Bid Forms and Qualification Information. The Bid Forms and information required in the detailed Curriculum Vitae shall also be accomplished.</p> <p>2] The Contractor shall also accomplish the Summary Form of Key Personnel. Incomplete Personnel or information in the detailed Curriculum Vitae of each personnel shall be evaluated as <i>“Incomplete/Fail”</i> and the Bid Proposal shall be rejected. The Contractor may, as needed and at its own expense, augment additional professionals and/or support personnel for the optimal performance of all Architectural and Engineering Design Services.</p>
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Key Personnel For Design Stage		Total Years Of Experience	Minimum Number Of Years In Related Projects	Qualifications
1.	Project Architect	10	5	Experience in design and/or supervision in at least five [5] completed and/or ongoing multi-storey building.
2	Structural/Civil Engineer	15	15	Must have experience in structural designs of multi-storey buildings
3	Professional Electrical Engineer	10	5	Design of lighting and power distribution of buildings preferably knowledgeable in developments in emergent efficient lighting technologies.
4	Professional Mechanical Engineer	10	3	Design experience in HVAC and fire protection systems of buildings and preferably knowledgeable in emergent, alternative energy-efficient HVAC technologies and elevators.
5	Sanitary Engineer	10	7	Design of building water supply and distribution, plumbing, and preferably knowledgeable in waste water management/treatment, and emergent, alternative effluent collection and treatment systems.
6	Geotechnical Engineer	10	7	Conduct of geotechnical evaluation, preferably with a degree in Geotechnical Engineering.
7	Quantity & Cost Engineer/ Architect	10	7	Responsible for preparation of specifications, quantities surveying, and unit prices
8	Professional Electronic Communication Engineer	10	10	Conceptualize, design, test and oversee the installation of communications and electronic systems including coordination, communications security and service support.
Key Personnel For Construction Stage				
8	Project Manager	15	10	Certified Project Management Professional with relevant experience on similar and comparable projects in different locations; with proven record of managerial capability through the directing/managing of major civil engineering

				works, including projects of a similar magnitude.
9	Project Site Engineer/ Architect	10	7	Experience in similar and comparable projects and shall preferably be knowledgeable in the application of construction technologies.
10	Materials Site Engineer	10	7	Experience in similar and comparable projects and must be an accredited Materials Engineer II by DPWH.
11	Electrical Site Engineer / Master Site Electrician	10	7	Experience in similar and comparable projects in the installation, power distribution, communication systems [specifically structured and local area network cabling, PABX], building management systems.
13	Mechanical Site Engineer	10	7	Experience in similar and comparable projects in the installation of HVAC, fire protection and elevators.
14	Sanitary Site Engineer / Master Site Plumber	10	7	Experience in similar and comparable projects in the installation of building water supply and distribution, plumbing, waste water management/treatment, and emergent, alternative effluent collection and treatment systems.
	Safety Engineer / Safety Officer	5	3	DOLE Accredited / COSH
15	Foreman	10	7	Experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.
12.1 [b] [ii] [ii.3]		Section XI shows the Minimum Plant/Equipment requirements for the Project.		
13.1[b]		<p>The Approved Budget for the Contract [ABC] is Pesos Two Hundred Million [PhP 200,000,000.00 inclusive of taxes. Any bid with a financial component exceeding this amount shall not be accepted.</p> <p>Bidder to submit Detailed Unit Price Analysis</p>		
14.1		Alternative bids shall be considered but bidders will submit one (1) bid only, either follow the concept or submit an alternative design and construction approach and methodology.		
16.1		The bid prices shall be quoted in Philippine Pesos.		
17.1		Bids will be valid until one hundred twenty [120] calendar days from the date of the opening of bids		

18.1	<p>The bid security shall be in the following amount:</p> <ol style="list-style-type: none"> 1. The amount of Four Million Pesos (Php 4,000,000.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of Ten Million Pesos (Php 10,000,000.00) if bid security is in Surety Bond; or <p>Any combination of the foregoing proportionate to the share of form with respect to total amount of security.</p> <p>3. Bid Securing Declaration</p>
18.2	<p>The bid security shall be valid until one hundred twenty [120] calendar days from the date of the opening of bids.</p>
20.3	<p>Each Bidder shall submit one [1] original and two [2] copies of the first and second components of its bid.</p>
21	<p>The Deadline of Submission and Receipt of Bids / Bid Opening is on March 9, 2020.</p> <p>The address for submission of bids is</p> <p>Asec. Manuel B. Felix Chairperson Special Bids and Awards Committee [SBAC] 20th Floor, Emergency 911 National Office DILG-NAPOLCOM Center EDSA corner Quezon Avenue Diliman, Quezon City Tel No: (02) 8925-9111/ (02) 8928-7281.</p> <p>Email Address: e911no@gmail.com</p>
24.1	<p>The place of bid opening is</p> <p>OSEC Conference Room 27th Floor, DILG-NAPOLCOM Center, EDSA corner Quezon Avenue, Quezon City</p> <p>The date and time of bid opening is March 9, 2020 10:30AM immediately after the deadline for submission of bids.</p>

24.2	<p>The Financial Proposal (second envelope) will be opened after the detailed evaluation of the Technical Proposal (First Envelope)</p> <p>Schedule of the opening of the second envelope will be announced at a later date.</p>
27.3[b]	Bid modification is not allowed.
27.4	No further instructions.
27.5	The evaluation of Bids shall be in accordance with <i>Section 11 Bid Evaluation, Annex G Guidelines For The Procurement And Implementation of Contracts for Design and Build Infrastructure</i>
28.2[b]	<p>Latest VAT and Income Tax Returns filed through the Electronic Filing and Payments System (EFPS).</p> <p>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</p>
32.2	<p>The performance security shall be in the following amount:</p> <ol style="list-style-type: none"> 1. The amount of equivalent to Ten Percent (10%) of the Contract Price in Philippine Peso if performance security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of equivalent to Thirty Percent (30%) of the Contract Price in Philippine Peso (if performance security is in Surety Bond).

Section IV.

General Conditions of Contract

[GCC]

Section IV. General Conditions of Contract [GCC]

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1. Definitions

For purposes of this Clause, boldface type is used to identify defined terms.

- 1.1 The **Arbiter** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC Clause 21.
- 1.2 **Bill of Quantities** refers to a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.
- 1.3 The **Completion Date** is the date of completion of the Works as certified by the Procuring Entity's Representative, in accordance with GCC Clause 49.
- 1.4 The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works.
- 1.5 The **Contract Effectivity Date** is the date of signing of the Contract. However, the contractor shall commence execution of the Works on the Start Date as defined in GCC Clause 1.28.
- 1.6 The **Contract Price** is the price stated in the Letter of Acceptance and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract.
- 1.7 **Contract Time Extension** is the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.
- 1.8 The **Contractor** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.
- 1.9 The **Contractor's Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.10 **Days** are calendar days; months are calendar months.
- 1.11 **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- 1.12 A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.13 The **Defects Liability Certificate** is the certificate issued by Procuring

Entity's Representative upon correction of defects by the Contractor.

- 1.14 The **Defects Liability Period** is the one [1] year period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense.
- 1.15 **Drawings** are graphical presentations of the Works. They include all supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.
- 1.16 **Equipment** refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Work provided by the Contractor and which shall not form or are not intended to form part of the Permanent Works.
- 1.17 The **Intended Completion Date** refers to the date specified in the SCC when the Contractor is expected to have completed the Works. The Intended Completion Date may be revised only by the Procuring Entity's Representative by issuing an extension of time or an acceleration order.
- 1.18 **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.19 The **Notice to Proceed** is a written notice issued by the Procuring Entity or the Procuring Entity's Representative to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.
- 1.20 **Permanent Works** all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity and which shall remain at the Site after the removal of all Temporary Works.
- 1.21 **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.22 The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the SCC.
- 1.23 The **Procuring Entity's Representative** refers to the Head of the Procuring Entity or his duly authorized representative, identified in the SCC, who shall be responsible for supervising the execution of the Works and administering this Contract.
- 1.24 The **Site** is the place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the SCC, or notified to the Contractor by the Procuring Entity's

Representative as forming part of the Site.

- 1.25 **Site Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.26 **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.
- 1.27 **Specifications** means the description of Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.
- 1.28 The **Start Date**, as specified in the SCC, is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- 1.29 A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.
- 1.30 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.
- 1.31 **Work[s]** refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including [i] the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; [ii] the passing of any tests before acceptance by the Procuring Entity's Representative; [iii] and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the SCC.

2. Interpretation

- 2.1 In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this Contract unless specifically defined. The Procuring Entity's Representative will provide instructions clarifying queries about the Conditions of Contract.
- 2.2 If sectional completion is specified in the SCC, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works [other than references to the Completion Date and Intended Completion Date for the whole of the Works].

2.3 The documents forming this Contract shall be interpreted in the following order of priority:

- a) Contract Agreement;
- b) Bid Data Sheet;
- c) Instructions to Bidders;
- d) Addenda to the Bidding Documents;
- e) Special Conditions of Contract;
- f) General Conditions of Contract;
- g) Specifications;
- h) Bill of Quantities; and
- i) Drawings.

3. Governing Language and Law

3.1 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract which are exchanged by the parties shall be written in English.

3.2 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4. Communications

Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is received by the concerned party.

5. Possession of Site

5.1 On the date specified in the SCC, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with 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.

- 5.2 If possession of a portion is not given by the date stated in the SCC Clause 0, 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 shall be in accordance with GCC Clause 47.
- 5.3 The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.
- 5.4 The Contractor shall allow the Procuring Entity's Representative and any person authorized by the Procuring Entity's Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.

6. The Contractor's Obligations

- 6.1 The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.
- 6.2 The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- 6.3 The Contractor shall be responsible for the safety of all activities on the Site.
- 6.4 The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
- 6.5 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, 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.
- 6.6 If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven [7] days and has no further connection with the Work in this Contract.
- 6.7 During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.

- 6.8 The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- 6.9 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.
- 6.10 Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.

7. Performance Security

- 7.1 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 Contractor shall furnish the performance security in any the forms prescribed in ITB Clause 32.2.
- 7.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
- 7.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 7.4 The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- a] There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
 - b] The Contractor has no pending claims for labor and materials filed against it; and
 - c] Other terms specified in the SCC.
- 7.5 The Contractor shall post an additional performance security following the amount and form specified in ITB Clause 32.2 to cover any cumulative increase of more than ten percent [10%] over the original value of the contract as a result of amendments to order or change orders, extra work orders and

supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.

- 7.6 In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent [10%] and that the aggregate of such reductions is not more than fifty percent [50%] of the original performance security.
- 7.7 Unless otherwise indicated in the SCC, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 3688 against any subcontractors be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

8. Subcontracting

- 8.1 Unless otherwise indicated in the SCC, the Contractor cannot subcontract Works more than the percentage specified in **BDS** Clause 8.1.
- 8.2 Subcontracting of any portion of the Works does not relieve the Contractor of any liability or obligation under this Contract. The Contractor will be responsible for the acts, defaults, and negligence of any subcontractors, its agents, servants or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 8.3 If subcontracting is allowed. The contractor may identify its subcontractor during contract implementation stage. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by any Procuring Entity to be eligible, the subcontracting of such portion of the Works shall be disallowed.

9. Liquidated Damages

- 9.1 The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct liquidated damages from

payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity may rescind or terminate this Contract, without prejudice to other courses of action and remedies available under the circumstances.

- 9.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

10. 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.

11. The Procuring Entity, Licenses and Permits

The Procuring Entity shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals, which are required for the Works.

12. Contractor's Risk and Warranty Security

- 12.1 The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.

- 12.2 The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety [90] days from the time the Head of the Procuring Entity has issued an order to undertake repair.

In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.

- 12.3 Unless otherwise indicated in the SCC, in case the Contractor fails to comply with the preceding paragraph, 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.

12.4 After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for “Structural Defects”, *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or “Structural Failures”, *i.e.*, where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:

- a] Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
- b] Consultant – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
- c] Procuring Entity’s Representatives/Project Manager/Construction Managers and Supervisors – The project owner’s representative[s], project manager, construction manager, and supervisor[s] shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;
- d] Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.
- e] Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.

12.5 The warranty against Structural Defects/Failures, except those occasioned on force majeure, shall cover the period specified in the SCC reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.

12.6 The Contractor shall be required to put up a warranty security in the form of

cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

Form of Warranty	Minimum Amount in Percentage [%] of Total Contract Price
a] Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Five Percent [5%]
b] Bank guarantee confirmed by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Ten Percent [10%]
c] Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission	Thirty Percent [30%]

- 12.7 The warranty security shall be stated in Philippine Pesos and shall remain effective for one [1] year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.
- 12.8 In case of structural defects/failure occurring during the applicable warranty period provided in GCC Clause 12.5, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

13. 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.

14. Procuring Entity's Risk

14.1 From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:

- a] The risk of personal injury, death, or loss of or damage to property [excluding the Works, Plant, Materials, and Equipment], which are due to:
 - [i] any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or
 - [ii] negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
- b] The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

15. Insurance

15.1 The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:

- a] Contractor's All Risk Insurance;
- b] Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
- c] Personal injury or death of Contractor's employees; and
- d] Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.

15.2 The Contractor shall provide evidence to the Procuring Entity's Representative that the insurances required under this Contract have been effected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity's Representative. Such evidence and such policies shall be provided to the Procuring Entity's through the Procuring Entity's Representative.

15.3 The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity's Representative the insurance policies in force including the receipts for payment of the current

premiums.

The above insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity's Representative.

- 15.4 If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent [25%] therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 15.5 In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 40 until the Contractor complies with this Clause.
- 15.6 The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:
- a] The issuer of the insurance policy to be replaced has:
 - [i] become bankrupt;
 - [ii] been placed under receivership or under a management committee;
 - [iii] been sued for suspension of payment;
 - [iv] been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
 - [v] where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

16. Termination for Default of Contractor

- 16.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:

- (i) Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent [15%] or more in accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;
- (ii) Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or
- (iii) The Contractor:
 - [a] abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
 - [b] does not actually have on the project Site the minimum essential equipment listed on the Bid necessary to prosecute the Works in accordance with the approved Program of Work and equipment deployment schedule as required for the project;
 - [c] does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
 - [d] neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or
 - [e] sub-lets any part of this Contract without approval by the Procuring Entity.

16.5 All materials on the Site, Plant, Works, including Equipment purchased and funded under the Contract shall be deemed to be the property of the Procuring Entity if this Contract is rescinded because of the Contractor's default.

17. Termination for Default of Procuring Entity

The Contractor may terminate this Contract with the Procuring Entity if the works are completely stopped for a continuous period of at least sixty [60] calendar days through no fault of its own, due to any of the following reasons:

- a] Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of this Contract; or
- b] The prosecution of the Work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial

Commander and approved by the Secretary of National Defense.

18. Termination for Other Causes

- 18.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate this Contract for the convenience of the Procuring Entity if he 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.
- 18.2 The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.
- 18.3 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- a] The Contractor stops work for twenty eight [28] days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;
 - b] The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight [28] days;
 - c] The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;
 - d] A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty four [84] days from the date of the Procuring Entity's Representative's certificate;
 - e] The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative;
 - f] The Contractor does not maintain a Security, which is required;

- g] The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the GCC Clause 9; and
 - h] 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, the following:
 - [i] corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in ITB Clause 3.1[a], unless otherwise specified in the SCC;
 - [ii] drawing up or using forged documents;
 - [iii] using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - [iv] any other act analogous to the foregoing.
- 18.4 The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.
- 18.5 When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under GCC Clause 18.3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.
- 18.6 If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

19. Procedures for Termination of Contracts

- 19.1 The following provisions shall govern the procedures for the termination of this Contract:
- a] Upon receipt of a written report of acts or causes which may constitute ground[s] for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven [7] calendar days, verify the existence of such ground[s] and cause the execution of a Verified Report, with all relevant evidence attached;

- b] Upon recommendation by the Procuring Entity, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:
- [i] that this Contract is being terminated for any of the ground[s] afore- mentioned, and a statement of the acts that constitute the ground[s] constituting the same;
 - [ii] the extent of termination, whether in whole or in part;
 - [iii] an instruction to the Contractor to show cause as to why this Contract should not be terminated; and
 - [iv] special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- c] Within a period of seven [7] calendar days from receipt of the Notice of Termination, the Contractor shall submit to the Head of the Procuring Entity a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven [7] day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating the contract;
- d] The Procuring Entity may, at anytime before receipt of the Bidder's verified position paper described in item [c] above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- e] Within a non-extendible period of ten [10] calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground[s] stated in the Notice to Terminate; and
- f] The Head of the Procuring Entity may create a Contract Termination Review Committee [CTRC] to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity.

19.2 Pursuant to Section 69[f] of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one [1] year for the first offense, suspension for two [2] years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

- a] Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed [“NTP”];
- b] Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative[s] pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
 - [i] Employment of competent technical personnel, competent engineers and/or work supervisors;
 - [ii] Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - [iii] Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - [iv] Deployment of committed equipment, facilities, support staff and manpower; and
 - [v] Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
- c] Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- d] Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System [“CPES”] rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Contractor shall be construed as poor

performance:

- [i] Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
 - [ii] Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.
- e] Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

In addition to the penalty of suspension, the performance security posted by the contractor shall also be forfeited.

20. Force Majeure, Release From Performance

- 20.1 For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.
- 20.2 If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity’s Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.
- 20.3 If the event continues for a period of eighty four [84] days, either party may then give notice of termination, which shall take effect twenty eight [28] days after the giving of the notice.
- 20.4 After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:
- a] any sum to which the Contractor is entitled under GCC Clause 28;
 - b] the cost of his suspension and demobilization;
 - c] any sum to which the Procuring Entity is entitled.

- 20.5 The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

21. Resolution of Disputes

- 21.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 21.2 If the Contractor believes that a decision taken by the PROCURING ENTITY's Representative was either outside the authority given to the PROCURING ENTITY's Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the SCC within fourteen [14] days of the notification of the PROCURING ENTITY's Representative's decision.
- 21.3 Any and all disputes arising from the implementation of this Contract covered by the R.A. No. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": *Provided, however,* That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of the Act and its IRR: *Provided, further,* That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

22. Suspension of Loan, Credit, Grant, or Appropriation

In the event that the Funding Source suspends the Loan, Credit, Grant, or Appropriation to the Procuring Entity, from which part of the payments to the Contractor are being made:

- a] The Procuring Entity is obligated to notify the Contractor of such suspension within seven [7] days of having received the suspension notice.
- b] If the Contractor has not received sums due it for work already done within forty five [45] days from the time the Contractor's claim for payment has been certified by the Procuring Entity's Representative, the Contractor may immediately issue a suspension of work notice in accordance with GCC Clause 45.2.

23. Procuring Entity's Representative's Decisions

- 23.1 Except where otherwise specifically stated, the Procuring Entity's Representative will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.
- 23.2 The Procuring Entity's Representative may delegate any of his duties and responsibilities to other people, except to the Arbiter, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

24. Approval of Drawings and Temporary Works by the Procuring Entity's Representative

- 24.1 All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity's Representative before its use.
- 24.2 The Contractor shall be responsible for design of Temporary Works.
- 24.3 The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 24.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

25. Acceleration and Delays Ordered by the Procuring Entity's Representative

- 25.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity's Representative will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- 25.2 If the Contractor's Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

26. Extension of the Intended Completion Date

- 26.1 The Procuring Entity's Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.

- 26.2 The Procuring Entity's Representative shall decide whether and by how much to extend the Intended Completion Date within twenty one [21] days of the Contractor asking the Procuring Entity's Representative for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Right to Vary

- 27.1 The Procuring Entity's Representative with the prior approval of the Procuring Entity may instruct Variations, up to a maximum cumulative amount of ten percent [10%] of the original contract cost.
- 27.2 Variations shall be valued as follows:
- a] At a lump sum price agreed between the parties;
 - b] where appropriate, at rates in this Contract;
 - c] in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
 - d] at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the Head of the Procuring Entity.

28. Contractor's Right to Claim

If the Contractor incurs cost as a result of any of the events under GCC Clause 13, the Contractor shall be entitled to the amount of such cost. If as a result of any of the said events, it is necessary to change the Works, this shall be dealt with as a Variation.

29. Dayworks

- 29.1 Subject to GCC Clause 43 on Variation Order, 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.
- 29.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity's Representative. Each completed form shall be verified and signed by the Procuring Entity's Representative within two days of the work being done.

- 29.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. Early Warning

- 30.1 The Contractor shall warn the Procuring Entity's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity's Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2 The Contractor shall cooperate with the Procuring Entity's Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity's Representative.

31. Program of Work

- 31.1 Within the time stated in the SCC, the Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 31.2 An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 31.3 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.
- 31.4 The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.
- 31.5 When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

- 31.6 All Variations shall be included in updated Program of Work produced by the Contractor.

32. Management Conferences

- 32.1 Either the Procuring Entity's Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.
- 32.2 The Procuring Entity's Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the PROCURING ENTITY's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

33. Bill of Quantities

- 33.1 The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.
- 33.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 33.3 If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent [25%] of the original quantity, provided the aggregate changes for all items do not exceed ten percent [10%] of the Contract price, the Procuring Entity's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.
- 33.4 If requested by the Procuring Entity's Representative, the Contractor shall provide the Procuring Entity's Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

34. Instructions, Inspections and Audits

- 34.1 The Procuring Entity's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.
- 34.2 If the Procuring Entity's Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and

any samples. If there is no defect, the test shall be a Compensation Event.

- 34.3 The Contractor shall permit the Funding Source named in the SCC to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

35. Identifying Defects

The Procuring Entity's Representative shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Entity's Representative may instruct the Contractor to search uncover defects and test any work that the Procuring Entity's Representative considers below standards and defective.

36. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

37. Correction of Defects

- 37.1 The Procuring Entity's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is One (1) year from project completion up to final acceptance by the Procuring Entity's Representative.
- 37.2 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity's Representative's notice.
- 37.3 The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.
- 37.4 The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

38. Uncorrected Defects

- 38.1 The Procuring Entity shall give the Contractor at least fourteen [14] days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity

may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.

- 38.2 The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

39. Advance Payment

- 39.1 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.
- 39.2 The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.
- 39.3 The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.
- 39.4 The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
- 39.5 The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in SCC Clause 39.1.

40. Progress Payments

- 40.1 The Contractor may submit a request for payment for Work accomplished. Such request 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.
- 40.2 The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
- a] Cumulative value of the work previously certified and paid for.
 - b] Portion of the advance payment to be recouped for the month;
 - c] Retention money in accordance with the condition of contract;

- d] Amount to cover third party liabilities; and
 - e] Amount to cover uncorrected discovered defects in the works.
- 40.3 Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight [28] days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.
- 40.4 The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent [20%] of the work has been accomplished as certified by the Procuring Entity's Representative.
- 40.5 Items of the Works for which a price of "0" [zero] has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

41. Payment Certificates

- 41.1 The Contractor shall submit to the Procuring Entity's Representative monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 41.2 The Procuring Entity's Representative shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 41.3 The value of Work executed shall:
- a] be determined by the Procuring Entity's Representative;
 - b] comprise the value of the quantities of the items in the Bill of Quantities completed; and
 - c] include the valuations of approved variations.
- 41.4 The Procuring Entity's Representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

42. Retention

- 42.1 The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Sub-Clause 42.2.
- 42.2 Progress payments are subject to retention of ten percent [10%], referred

to as the “retention money.” Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent [50%] of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent [50%] completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent [10%] retention shall again be imposed using the rate specified therefor.

- 42.3 The total “retention money” shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten [10%] percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten [10%] percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.
- 42.4 On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee in a form acceptable to the Procuring Entity.

43. Variation Orders

- 43.1 Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the “as staked plans” or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent [10%] of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.
- 43.2 A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.
- 43.3 An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the

original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.

- 43.4 Any cumulative Variation Order beyond ten percent [10%] shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the Head of the Procuring Entity may authorize a positive Variation Order go beyond ten percent [10%] but not more than twenty percent [20%] of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however*, That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent [10%].
- 43.5 In claiming for any Variation Order, the Contractor shall, within seven [7] calendar days after such work has been commenced or after the circumstances leading to such condition[s] leading to the extra cost, and within twenty-eight [28] calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:
- a] If the Procuring Entity's representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the Head of the Procuring Entity for approval.
 - b] The Head of the Procuring Entity or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.
 - c] The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.

- d] If, HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.
- e] The timeframe for the processing of Variation Orders from the preparation up to the approval by the Head of the Procuring Entity concerned shall not exceed thirty [30] calendar days.

44. Contract Completion

Once the project reaches an accomplishment of ninety five [95%] of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining Works, Work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

45. Suspension of Work

- 45.1 The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.
- 45.2 The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen [15] calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:
 - a] There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
 - b] Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
 - c] Peace and order conditions make it extremely dangerous, if not

possible, to work. However, this condition must be certified in writing by the Philippine National Police [PNP] station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government [DILG] Regional Director.

- d] There is failure on the part of the Procuring Entity to deliver government- furnished materials and equipment as stipulated in the contract.
- e] Delay in the payment of Contractor's claim for progress billing beyond forty- five [45] calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.

45.3 In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the elapsed time between the effective order of suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

46. Payment on Termination

- 46.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 46.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 46.3 The net balance due shall be paid or repaid within twenty eight [28] days from the notice of termination.
- 46.4 If the Contractor has terminated the Contract under GCC Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

47. Extension of Contract Time

- 47.1 Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty [30] calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.
- 47.2 No extension of contract time shall be granted the Contractor due to [a] ordinary unfavorable weather conditions; and [b] inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 47.3 Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 47.4 No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.
- 47.5 Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the Head of the Procuring Entity. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written

consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

48. Price Adjustment

Except for extraordinary circumstances as determined by NEDA and approved by the GPPB, no price adjustment shall be allowed. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

49. Completion

The Contractor shall request the Procuring Entity's Representative to issue a certificate of Completion of the Works, and the Procuring Entity's Representative will do so upon deciding that the work is completed.

50. Taking Over

The Procuring Entity shall take over the Site and the Works within seven [7] days from the date the Procuring Entity's Representative issues a certificate of Completion.

51. Operating and Maintenance Manuals

- 51.1 If "as Built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.
- 51.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative shall withhold the amount stated in the SCC from payments due to the Contractor.

Section V.

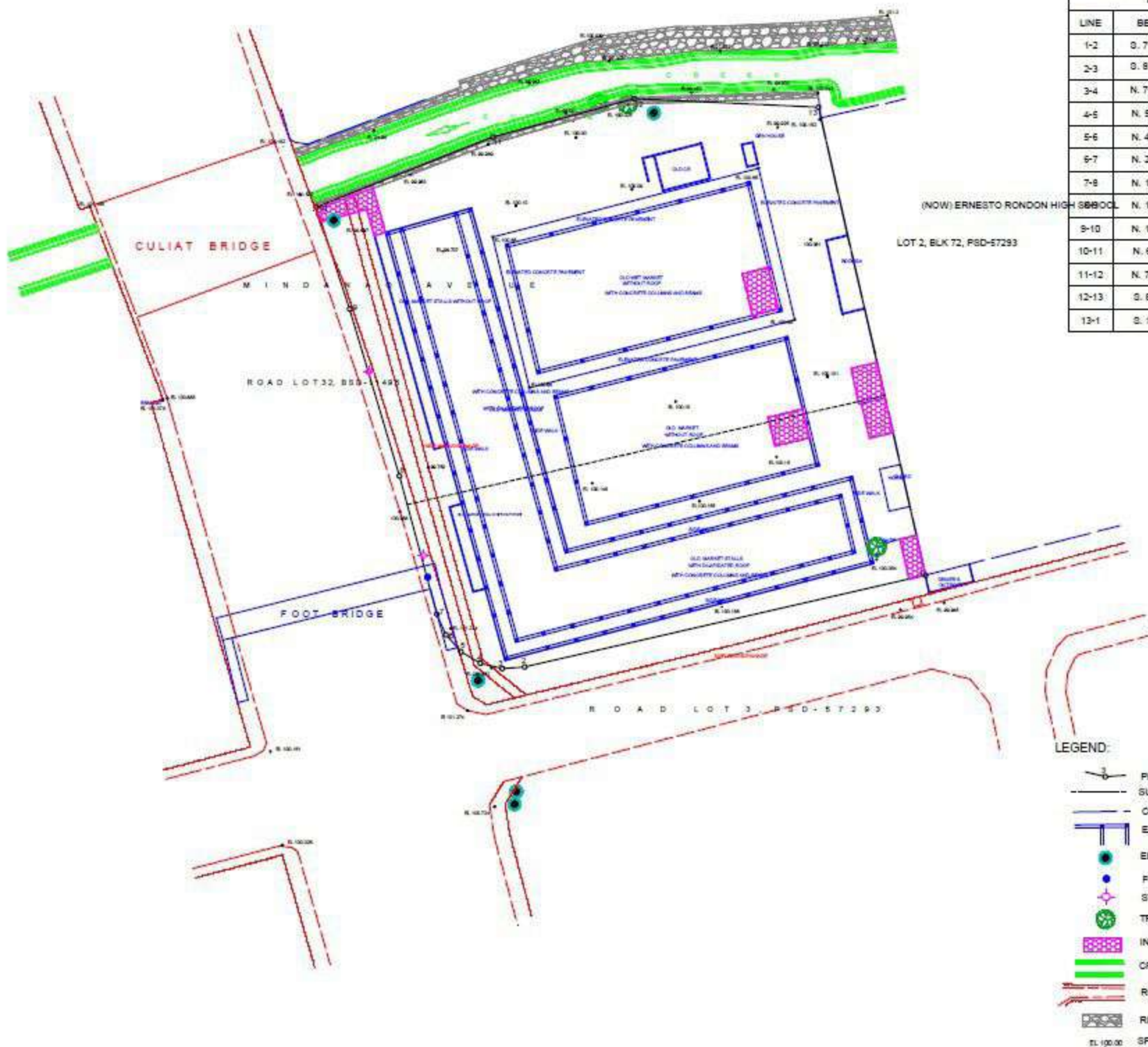
Special Conditions of Contract

[SCC]

Section V. Special Conditions of Contract [SCC]

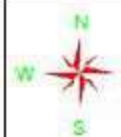
GCC Clause	Particular Condition
1.17	<p>The Intended Completion Date is Three Hundred Sixty Five [365] Calendar Days</p> <p style="padding-left: 40px;">Design Preparation : Thirty [30] Calendar Days</p> <p style="padding-left: 40px;">Permits and Licenses : Sixty [60] Calendar Days</p> <p style="padding-left: 40px;">Construction : Three Hundred Five [305] Calendar Days</p>
1.22	The Procuring Entity is Department of the Interior and Local Government (DILG)
1.23	The Procuring Entity's Representative is Assistant Secretary Manuel B. Felix , Chairperson, Special Bids and Awards Committee, DILG
1.24	The Project is located at Corner Road 3- Mindanao Avenue, Quezon City as shown in Section VII Conceptual Drawings, Designs, and Studies of the Bidding Documents.
1.28	The Start Date is seven [7] calendar days from the issuance of the Notice to Proceed (<i>NTP</i>)
1.31	The Works consist Design and Build of <i>Three-Storey Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck</i> .
2.2	Not applicable
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor within seven (7) days from the issuance of the Notice to Proceed.
6.1	The Design & Build Contractor shall specify all equipment and tools needed to complete the project and likewise present copies of ownership or lease agreements for each of the equipment.
6.5	The Key Personnel and required capabilities are shown on Section III Bid Data Sheets and X. Bid Forms and Qualification Information, Bidding Documents.
7.4[c]	No further instructions
7.7	No further instructions.

8.1	<p>The Design & Build Contractor may subcontract Specialty Works, such as, but not limited to, the following and subject to the approval of the Procuring Entity:</p> <ol style="list-style-type: none"> 1. Detailed Engineering Design Works 2. Plumbing Works; 3. Electrical Works; 4. Mechanical Works; 5. Fire Protection Works; and 6. Base Isolation System. <p>Provided further that if the Contractor shall subcontract the Detailed Engineering Design Works, the Contractor shall enter into a Subcontract or Consortium Agreement with a the Design Entity which shall also submit Class “A” and Class “B” as part of the Contractor’s Eligibility Information, in accordance with Annex G IRR/R.A. No. 9184 and pertinent Sections of the Bidding Documents;</p> <p>Provided further that the Design and Build Contractor does not subcontract more than 20% of the works.</p>
9.1	<p>The applicable liquidated damage is at least one tenth [1/10] of one percent [1%] of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent [10%] of the amount of the contract, the Procuring Entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p>
10.0	<p>The site investigation reports are:</p> <ol style="list-style-type: none"> a. Preliminary Survey, and Mapping and Preliminary Investigation b. Earthquake Hazard Assessment from DOST c. Geohazard Certification from DENR
12.3	No further instructions.
12.5	In case of permanent structures, such as buildings of types 4 and 5 as classified under PD 1096 otherwise known as the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.
13	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity
18.3[h][i]	No further instructions.
21.2	<p>The Arbiter is:</p> <p>ENGR. RENE V. VALERA Assistant Director Office of Project Development Services Department of the Interior and Local Government</p>



TECHNICAL DESCRIPTION		
BOUNDARY		
LINE	BEARING	DISTANCE
1-2	S. 77-07' W.	55.59 M.
2-3	S. 85-54' W.	3.05 M.
3-4	N. 76-34' W.	3.05 M.
4-5	N. 59-00' W.	3.05 M.
5-6	N. 41-28' W.	3.05 M.
6-7	N. 23-54' W.	3.05 M.
7-8	N. 15-08' W.	19.35 M.
8-9	N. 16-38' W.	23.56 M.
9-10	N. 18-08' W.	14.50 M.
10-11	N. 68-21' E.	25.71 M.
11-12	N. 74-51' W.	19.83 M.
12-13	S. 87-18' E.	24.89 M.
13-1	S. 12-53' E.	64.90 M.

LEGEND:	
	PROPERTY LINE
	SUBDIVISION LINE
	CONCRETE FENCE
	EXISTING STRUCTURES
	ELECTRIC POST
	FOOTBRIDGE POST
	STREET LIGHT
	TREE
	INFORMAL SETTLERS
	CREEK
	ROAD/SIDEWALK
	RIPRAP
	SPOT ELEVATION



PREPARED FOR:		SURVEYED AND PREPARED BY:		SHEET CONTENTS:	
DILG-E911		PMAJ RAUL G GUMIRAN GEODETIC ENGINEER PNP ES, NHQ, CAMP BGEN RAFAEL T CRAME, Q.C.		SKETCH and AS-BUILT PLAN OF	
		PRC REG. NO.: 4866	PTR NO. 1089253	DATE SURVEYED:	LOCATION:
		DATE: 08/17/1998	DATE: 01/04/2019	APRIL 16, 17, 23 & MAY 20, 2019	LOT 2, BLK 72, PSD-57293 (NOW MINDANAO AVENUE COR ROAD 3, PROJECT 8, QUEZON CITY)

27.0	<p>As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. Annex G provides the following guidelines governing approval for change or variation orders:</p> <ol style="list-style-type: none"> 1. Change Orders resulting from the design errors, omission or non- conformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the procuring entity. 2. Provided that the Contractor suffers delay and/or incurs costs due to changes or errors in the producing entity's performance specifications and parameters, it shall be entitled to either one of the following: <ol style="list-style-type: none"> a. an extension of time for any such delays under Section 10 of Annex "E"; or b. payment for such costs as specified in the contract documents, provided, that the cumulative amount of the variation order does not exceed ten percent [10%] of the original contract price.
29.1	No day works are applicable to the contract.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten [10] calendar days of delivery of the Notice of Award.
31.3	<p>The period between Program of Work updates is thirty [30] calendar days.</p> <p>The amount to be withheld for late submission of an updated Program of Work is one tenth (1/10) of one (1%) of the Contract Price.</p>
34.3	The Funding Source is the Government of the Philippines.
39.1	The amount of the advance payment is fifteen percent [15%] of the Contract Price.
40.1	The Contractor may include for payment materials and equipment delivered on the site but not completely put in place.
51.1	The date by which "as built" drawings are required is thirty (30) days after project completion.
51.2	The amount to be withheld for failing to produce the "as built" drawings and/or operating and maintenance manuals by the date required is <i>the amount of retention money</i> .

Section VI.
Minimum Performance Standards
And Parameters (MPSP)
Including DPWH Blue Book

**Section VI. Minimum Performance Standards And Parameters (MPSP)
Including DPWH Blue Book**

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List Of Acronyms And Abbreviations

°C	degree Celsius
ACI	American Concrete Institute (ACI)
ADR	Alternative Dispute Resolution
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
A.O.	Administrative Order
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials (ASTM)
AWS	American Welding Society
<i>B.P.</i>	<i>Batas Pambansa</i>
BPS	Bureau of Product Standards
BoQ	bill of quantities
BRS	Bureau of Research and Standards
CCD	Construction Completion Deadline
CCN	Construction Completion Notice
CED	Conceptual Engineering Design
CO	convenience outlet
COSH	Construction Occupational Safety and Health
CoCA	Certificate of Completion and Acceptance
cu.ft.	cubic foot/ feet
cu.m.	cubic meter/s
dB(A)	decibel/s
DBC	Design And Build Contractor
DCE	detailed cost estimate/s
DCMP	Detailed Construction Management Plan
DED	Detailed Engineering Design
DIN	<i>Deutsche Industrie Norm</i>
DILG	Department of the Interior and Local Government
DLP	Defects Liability Period
DoLE	Department of Labor and Employment
DPWH	Department of Public Works and Highways
DTI	Department of Trade and Industry
E.O.	Executive Order
FCP	Fire Code of the Philippines
FCL	finished ceiling line
FFL	finished floor line
FGL	finished grade line
FRD	Final Rectification Deadline
IMC	intermediate metallic conduit
IRR	Implementing Rules and Regulations
ISO	International Standard Organization
ITB	Instructions to Bidders
ITPB	Instructions to Prospective Bidders
kg	kilogram/s
kpa	kilopascals
kph	kilometers per hour
LD	Liquidated Damages
m	meter/s
m ³	cubic meter/s
MC	Memorandum Circular
MDP	main distribution panel
mg	milligram/s

mm	millimeter/s
mpa	megapascal/s
mpm	meters per minute
m/s	meters per second
MPSP	Minimum Performance Standards and Parameters tes
MSDS	material safety data sheet
NBCP	National Building Code of the Philippines
NFPA	National Fire Protection Association
NGL	natural grade line
NSCP	National Structural Code of the Philippines
NTP	Notice to Proceed
OSHS	Occupational Safety and Health Service
P.D.	Presidential Decree
PCBs	polychlorinated biphenyls
PEC	Philippine Electrical Code
PNS	Philippine National Standards
PRLs	professional regulatory laws
psf	pounds per square foot
psi	pounds per square inch
PVC	Polyvinyl Chloride
R.A.	Republic Act
RC	reinforced concrete
RCs	Referral Codes
RCN	Rectification Completion Notice
RH	relative humidity
RI	Rectification Inspection
RLAs	registered and licensed architects
SAR	Site Appraisal Reports
SIF	seismic importance factor
sqm	square meter/s
WIF	Wind Importance Factor

Section VI. Minimum Performance Standards and Parameters (MPSP) Including DPWH Blue Book

1.0 PURPOSE

The purpose of the Minimum Performance Standards and Parameters (MPSP), among others, is to:

- 1.1 Establish the MPSP that the Design and Build Contractor [DBC] must comply with under the Contract Agreement with the Department of the Interior and Local Government for the Design and Build of the Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck (hereinafter referred to as “*the Project*”), using the Implementing Rules and Regulations, Republic Act No. 9184 (IRR/R.A. No. 9184) especially *Annex “G” Guidelines For The Procurement And Implementation Of Contracts For Design And Build Infrastructure Projects*;
- 1.2 Ensure compliance of the DBC in adopting Architectural, Engineering, and other Technical Guidelines and define performance standards for the Detailed Engineering Design (DED) of the Project; and
- 1.3 Provide a quantifiable and verifiable basis for physical progress as a basis for Claims for Payments of the DBC in accordance standard accounting and auditing rules and regulations of the Procuring Entity.

2.0 SCOPE OF THE PROJECT

- 2.1 **Three-Storey Building.** The Project involves the Design and Build of Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck
- 2.2 **Project Components.** The Bid Documents include the following components (**Table 2.1**):

Table 2.1 Project Components

Component	Particulars
Architectural and Engineering Designs	Complete plans, drawings, specifications, BOQ and cost estimation, construction management, progress reports and claims for payments and completion reports
Site Civil Works	Site drainage/ flood control, site stabilization, sanitary works forming part of the site civil works, and pavement and road right-of-way [RROW] improvements as applicable/ needed, including pavement markings, etc., with pertinent plans and designs prepared by a duly-Registered and Licensed Civil Engineer
Architectural Works	All masonry, finishing, acoustics, lighting, moisture protection/ thermal, , glazing, wood/ plastics, fenestrations [doors & windows], with pertinent plans and designs prepared by a duly-Registered and Licensed Architect
Structural Works	Foundation (Progressive Type), superstructure and roof support systems, etc.], with the pertinent plans and designs prepared by a

	duly-Registered and Licensed Structural Engineer.
Electrical Works	All electrical systems and works with pertinent plans and designs prepared by a duly Registered and Licensed Professional Electrical Engineer [PEE]
Mechanical Works	Fire Protection with the pertinent plans and designs prepared by a duly-Registered and Licensed Professional Mechanical Engineer [PME]
Plumbing Works	Water sewage, sanitary and disposal systems with pertinent plans and designs prepared by a duly-Registered and Licensed Master Plumber
Sanitary Works	Water sewage, sanitary and disposal systems with pertinent plans and designs prepared by a duly-Registered and Licensed Sanitary Engineer
Electronic Communications Works	Conceptualize, design, test and oversee the installation of communications and electronic systems including coordination, communications security and service support.

3.0 SCOPE OF DESIGN AND BUILD CONTRACT AGREEMENT

- 3.1 Conduct of Architectural and Engineering (A&E) Surveys.** The DBC shall conduct the surveys and present to DILG their results and findings which would impact on the detailed A&E designs of the Project. The DBC shall include the findings and recommendations and effects, if any, on the Technical and Financial Components of its Bid Proposal in its report on Conceptual Engineering Designs of the Project. Section VIII Terms of Reference (TOR) defines the detailed activities.
- 3.2 Preparation of the Conceptual Engineering Designs (CED) For the Project Components.** The DBC shall prepare and submit to the DILG the draft Conceptual Engineering Designs (CEDs) for each of the Components. The CEDs shall conform to the MPSP. The DBC shall submit a report on the CED to the DILG.
- 3.3 Preparation of the Revised Conceptual Engineering Design (RCEDs).** The DBC shall prepare and submit the Revised CEDs for each Project Component following the Minutes of Discussion with DILG. The DBC shall submit a report on the Revised CEDs for the issuance of a “Notice of No Objection” to the DILG and approval of the Minutes of Discussion.
- 3.4 Preparation of the Detailed Engineering Design (DED) for Approval of the DILG.** After the Procuring Entity, DILG, and DBC have agreed on the CEDs, the DBC shall prepare and submit the final DED submit to the DILG for approval. The DBC shall adopt a format acceptable to DILG for its report.
- 3.5 Scope of Construction.** The DBC shall fully undertake the Construction Works for all Project components.
- 3.5.1 The DBC shall implement the construction of the Project in accordance with its Bid Proposal and any modifications which may be agreed upon during the discussion on Conceptual Engineering Designs (CEDs) as officially recorded in

the Minutes of Discussion with DILG and final Detailed Engineering Designs approved by DILG.

- 3.5.2 The DBS shall undertake the construction of the Project in accordance with this Section VI. Minimum Performance Standards and Parameters (MPSP) and the DPWH Blue Book, Volume II.

The DBC shall undertake the following activities in accordance with the Bidding Documents and its Bid Proposal which form an integral part of the Contract Agreement.

4.0 DESIGN STANDARDS AND SPECIFICATIONS

The DBC shall adopt the conceptual design made by the DILG Technical Working Group (TWG) and shall observe the following design standards.

4.1 Architectural Design Parameters

- 4.1.1 Codes and Standards.** The Architectural Works shall be in accordance with the following Laws, Codes, and Standards.

- a. Laws and Codes
 - a1. National Building Code of the Philippines and its Latest and Amended IRR
 - a2. RA 9266 or Architecture Law and its Latest and Amended IRR
 - a3. RA 4226 or Hospital Licensing Act and its Latest and Amended IRR
 - a4. BP 344 or Accessibility Law and its Latest and Amended IRR
 - a5. RA 9514 New Fire Code of the Philippines
 - a6. Existing Local Codes and Ordinances.
 - a7. And other Laws that applies to the projects
- b. Standards
 - b1. Bureau of Product Standards (BPS)

4.1.2 General Drawing Guidelines

- a. All drawings shall be computer-drafted. Drawings shall be submitted both in printed and electronic copies.
- b. Keep the same orientation for all plans. The north orientation shall be indicated in all architectural floor plans. The orientation of the architectural plans shall be consistent with all the engineering plans.
- c. Detailed plans shall have a scale not smaller than 1: 50 meters.
- d. Spot detailed plans, elevations, and sections shall have a scale not smaller than 1: 50 meters.

4.1.3 Floor Plans

- a. All plans shall be 1: 100 meters. The same scale shall be used for the rest of the architectural, structural, sanitary, plumbing, electrical and mechanical plans, except for each trade's site plan, detailed plans and spot details.
- b. Section line callouts on the floor plans shall be consistent with the section drawing.
- c. Floor plans shall be indicated with boxed room callout numbers, including the callout

for floor finishes and wall finishes.

- d. The location of mechanical equipment, e.g. air conditioning shall be indicated in the floor plans. This shall be consistent with the mechanical and electrical plans.
- e. Door callouts shall be circles with the proper numbering, e.g. D-01.
- f. Window callouts shall be hexagons with the proper numbering, e.g. W-01.

4.1.4 Elevations and Sections

- a. Finish floor lines shall be consistent in all the elevations, sections and structural plans and details.
- b. All dimensions and finishing materials shall be indicated in all elevation and section and must be consistent with the specification.

4.1.5 Reflected Ceiling Plans

- a. Reflected ceiling plans shall be indicated with boxed room callout numbers, including the callout for ceiling finishes and lighting fixtures.
- b. Ceiling height relative and in reference to the finish floor line shall be indicated in the reflected ceiling plans in each room with boxed dimensions. This is to ensure that the ceiling heights of all rooms are established whether or not reflected in the sections.
- c. The description and location of the fixtures, e.g. lighting, smoke detectors, fire sprinklers, air-condition vents, exhaust fans, in the reflected ceiling plans shall be consistent with the electrical and mechanical plans.

4.1.5 Doors and Windows

- a. Door and window schedules shall indicate the type of door or window, the number of sets, the location/s of the door or window, the materials and accessories included and other special specifications, e.g. color or finish.

4.1.6 Details

- a. Provide a minimum of four (4) bay section for the perimeter walls and roofing of a scale not smaller than 1: 50 meters for each major building preferably cut along the area with special construction design.
- b. Provide spot detail plans, elevations and sections of a scale not smaller than 1:20 meters for special designs with aesthetic treatment and ornamentation.
- c. Provide detail plans of a scale not smaller than 1: 50 for all areas needing tile pattern, e.g. lobby, corridor, entrance walk, showing the position and pattern of tiles.
- d. Centerline location of plumbing fixtures shall be indicated in detail plans with lines of reference and its corresponding dimensions. This is to indicate the exact locations of the plumbing/sanitary roughing-ins.

4.2 Building Architectural Works

4.2.1 Floor Plans

- a. The structural, sanitary, plumbing, electrical and mechanical designs are required to refer to the architectural plans and specifications in case of discrepancies. If an engineering design will have any possible conflict or interference on the architectural design, the latter may be adjusted provided that the aesthetic value will not be compromised.
- b. The architectural and engineering plans shall be consistent all throughout in terms of dimensions and locations of columns, beams, walls, roof line, conduits, ducts, pipes, and fixtures, among others. Column and beam grid lines shall also be consistent in all the architectural and engineering plans.
- c. Verify and coordinate floor plans with the mechanical, electrical and sanitary design with regard to the requirements for mechanical rooms, AHU rooms, electrical rooms, pipe chase, and other engineering requirements.
- d. Toilets shall have provisions and fixtures for persons with disability as required by BP 344. If enough space allows, toilets specially made and designated for persons with disability is preferable.
- e. Provide Architectural Layout

4.2.2 Walls

- a. Dry walls shall not be embedded with wet utilities.
- b. Layout and work on wall and floor tiles must be aligned, plumb, leveled, and squared.
- c. Tile color and design shall be approved first before installation.

4.2.3 Floors

- a. Floors at the openings of toilets for persons with disability shall be sloping. Indicate in the plans and sections.
- b. Layout and work on wall and floor tiles must be aligned, plumb, leveled, and squared.
- c. Tile color, size and design shall be approved first before installation.

4.2.4 Ceiling Works. The following room shall have a minimum false ceiling height:

- a. Cement board 3.5mm with metal furring frames with w-angle shadowline for ceiling with hangers.

4.2.5 Doors and Windows

- a. Major rooms that require security shall have sturdy doors e.g. wood panel, and metal with 2.5mm thick stainless push plate.
- b. Minor rooms that do not require security shall at least have wood flush doors with laminate.

- c. Fire escape doors, should be provided with panic hardware and door closers, and shall conform to the requirements of the Fire Code of the Philippines.
- d. Aluminum frames of glass doors and windows shall be “analok brown” finish.
- e. Door finish and color shall be approved first before application.
- f. Window sills shall be slightly sloped outwards to prevent damage to windows and paint due to water slippage.
- g. All doors of a high-occupancy room shall be double action swing door and as required by the Fire Code of the Philippines.

4.2.6 Corridors

- a. New corridors shall have a minimum unobstructed width of at least 2450mm. This shall be measured clear from the surface of the finished wall and not on-center of the rough CHB wall.
- b. Corridors and exit doors shall conform to the requirements of the Fire Code of the Philippines.

4.2.7 Fixtures and Accessories

- a. Three-way electrical light switches shall be provided at both ends of a long corridor.
- b. Electrical light switches shall be located by the knob side of the door.
- c. Electrical switches and outlets shall be installed plumb and level.

4.2.8 Painting

- a. Painted ceiling shall be in antibacterial paint finish.
- b. Painted interior wall shall be at least in semi-gloss paint finish for ordinary rooms, e.g. offices, unless specified to a higher type of paint.
- c. Painted exterior wall shall be at least moisture-resistant/water-repellant paint finish, textured or smooth, unless otherwise specified.
- d. Paint color and shade shall be approved first before application.

4.2.9 Summary of Materials

- a. Materials to be used shall be fire-resistant, non-toxic, moisture-resistant and termite-resistant, e.g. fiber cement board, light-gauge steel frame.
- b. Wet areas, e.g. toilets, and kitchen shall use non-skid/non-slip vitrified ceramic floor tiles.
- c. Heavy traffic areas, e.g. lobby, and corridor shall use non-skid granolithic or granite floor tiles or a higher type of floor material.
- d. Ramps and stairs shall use non-skid/non-slip floor tiles, materials as specified.
- e. Cement board of 3.5mm with metal furring frames; full threaded support with shadowline and hangers.
- f. 8mm diameter metal rod hangers with adjustable clips, and not galvanized iron wires, shall be used to support and suspend the aluminum T-runners and light gauge metal furrings.

4.3 DESIGN PARAMETERS (STRUCTURAL/CIVIL WORKS)

4.3.1 Codes and Standards. The Civil/Structural Design shall be in accordance with the following Codes and Standards:

- a. Codes
 - a1. National Structural Code of the Philippines (NSCP) 2015, Volume I
 - a2. National Building Code of the Philippines
 - a3. Accessibility Law
 - a4. Local Codes and Ordinances
- b. Standard
 - b1. American Concrete Institute (ACI)
 - b2. American Society for Testing Materials (ASTM)
 - b3. American Welding Society (AWS)
 - b4. American Institute of Steel Construction (AISC)
- c. Structural Design Criteria
 - c1. The site shall be soil investigated to determine the actual soil bearing capacity.
 - c2. In summary, site suitability, conformity with structural code, shape and form subject to structural evaluation and monitoring shall be in effect.

4.4 SANITARY/PLUMBING DESIGN PARAMETERS

4.4.1 Codes and Standards. The Sanitary/Plumbing Design shall be in accordance with the following Codes and Standards.

- a. Codes
 - a1. National Building Code of the Philippines
 - a2. Fire Code of the Philippines
 - a3. National Plumbing Code of the Philippines (NPCP)
 - a3. Sanitation Code of the Philippines
 - a4. Existing Local Codes and Ordinances.
- b. Standards
 - b1. National Water Resources Board (NWRB)
 - b2. National Plumbers Association of the Philippines (NAMPAP)
 - b3. Philippine Society of Sanitary Engineers, Inc. (PSSE)

4.4.2 Building Facilities Sanitary/Plumbing System

- a. **Waterline System.** Provide complete water system. Complete with Pipes & Fittings and necessary accessories.

4.4.3 Summary of Materials

- a. Cold Waterline pipes; for buildings, Polypropylene Pn16/Pn20 Fusion Weld Pipes including Trims and Fittings (BPS Certified)
- b. Plumbing Fixtures including Trims, Fittings and accessories; (BPS Certified)
 - b1. Water Closet-Tank Button-Type flush
 - b2. Lavatory-(Pedestal/Counter Type) /semi-pedestal with faucet.

- b3. Urinal-Wall hung Flush valve/lever/push button.

4.5 MECHANICAL WORKS DESIGN PARAMETERS

4.5.1 Codes and Standards. The Mechanical Design shall be in accordance with the following Codes and Standards.

- a. Codes
 - a1 National Building Code of the Philippines
 - a2 New Fire Code of the Philippines
 - a3 Mechanical Engineering Code of the Philippines (ME Code)
 - a4 Existing Local Government Codes and Ordinances
- b. Standards
 - b1. Bureau of Product Standards (BPS)
 - b2. Philippine National Standards (PNS)
 - b3. Underwriters Laboratory (UL) and Factory Mutual (FM)
 - b4. International Electro technical Commission (IEC) 1988
 - b5. National Fire Protection Association (NFPA)

 - b7. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE).

4.5.2 Ventilation and Air Conditioning System

- a. The *Ventilation And Air Conditioning System* shall be composed of complete plans and drawings of the following:
 - a1. General Notes, Legends and Symbols including Schematic Diagram of the Ventilation and Air Conditioning System.
 - a2. Floor Layout of the Ventilation and Air Conditioning System indicating the capacity and location of the air conditioners and fans.
 - a3. Duct layout indicating duct sizes, route and location of the dampers, diffusers, return air register, hangers and sway braces.
 - a4. Refrigerant piping layout indicating pipe sizes, location of valves, hangers and sway braces.
 - a5. Equipment Schedule and Details drawings of Air Conditioners and Ventilating System.
 - a5.1 Centralized air conditioning and Ventilation will be used only if feasible.
 - a5.2 Maintain an air change rate greater than or equal to 7-10 air changes per hour.
 - a5.3 Ceiling exhaust fans shall be provided in all toilets.

4.6 ELECTRICAL DESIGN PARAMETERS

4.6.1 Codes and Standards. The Electrical System Design Parameters shall be in accordance with the following Codes and Standards.

- a. Codes
 - a1. Latest Edition of Philippine Electrical Code

- a2. National Electrical Code
- a3. New Fire Code of the Philippines
- a4. National Building Code of the Philippines and Its New IRR
- a5. Existing Local Codes and Ordinances
- b. Standards
 - b1. Bureau of Product Standards (BPS)
 - b2. Underwriters Laboratory (UL)
 - b3. National Fire Protection Association
 - b4. International Electro-Mechanical Commission (IEC)
 - b5. Illumination Engineering Society (IES)
 - b6. National Electrical Manufacturer's Association (NEMA)

4.6.2 Site Works. Based on the proposed project plan, complete Electrical Layout shall be provided with the following:

- a. Panel board Layout
- b. Electrical Devices
- c. Service Conductors and Conduit Layout
- d. Grounding System

4.6.3 Building Facilities Electrical System

- a. Lighting System. Provide and install adequate normal branch circuits for Lighting System to all areas using the standard Lighting Design Analysis. Utilize the standard Illumination requirements per area of concern using the preferred particular type of luminaires.
- b. Power System. Provide and install adequate normal branch circuits for the Power System.
- c. Standby/Emergency System. Provide and install adequate equipment, life safety and critical emergency branch circuits for lighting and utilization equipment connected to the alternate power source, to include that of a solar panel. Tapping point shall be within the perimeter of the project.
- d. Auxiliary System. Provide and install the following Auxiliary System for the whole building
 - d1. *Communication System*
 - d1.1 Telephone System
 - d1.2 Local Area Network System in critical/selected areas
 - d2. Fire Detection and Alarm System
- e. **Provide Details of the following:**
 - e1. Lighting Fixtures/Luminaires
 - e2. Panelboard and Circuit Breakers
 - e3. Electrical Equipment

- e4. Power and Telephone Handholes (as may be required)

f. Summary of Materials

- f1. *General Lighting Luminaires:* Fixtures type shall be as indicated on the Lighting Layout Plan.
 - f1.1 Troffer luminaire in general areas
 - f1.2 Downlights and Pinlights shall be of heavy gauge spun aluminum equipped with lamp as indicated on the drawings.
 - f1.3 Other Special Lighting requirements shall be as approved by the implementing agency.
- f2. *Wiring Devices:* Wiring devices shall be non-automatic control devices, the contact is guaranteed by the pressure of the special spiral springs.
 - f2.1 Switches shall be of 15A, 250V or 300V except as otherwise noted and approved. Terminals shall be screw-type or quick-connected type.
 - f2.2 General use receptacle shall be 15A, 240V grounding type unless otherwise indicated on the drawings.
- f3. *Panel boards and Circuit Breakers:* The Panel board and Circuit Breakers shall be equipped with moulded-case circuit breakers and shall be the type as indicated in the panel board schedule and details.
 - f3.1 Provide moulded-case circuit breakers of frame, trip rating and interrupting capacity as shown on the drawings. The circuit breakers shall be quick break, trip-indicating and shall have common trip on all multiple breakers with internal trip mechanism.
 - f3.2 All current-carrying parts of the panel boards shall be plated. Provide solid neutral (S/N) assembly when required. The assembly shall be isolated from the enclosure.
- f4. *Electrical Conduits, Boxes and Fittings:* All conduits, boxes and fittings shall be standard rigid steel, zinc coated or galvanized.
 - f4.1 Rigid Steel Conduits (RSC)
 - f4.2 Rigid Metal Conduits (RMC)
 - f4.3 Intermediate Metal Conduits (IMC)
 - f4.4 Electrical Metallic Tubing (EMT)
 - f4.4 Unplasticized Polyvinyl Chloride (uPVC) if required shall be schedule 40.
- f5. *Conductors:* Wires and cables shall be of the approved type and unless specified or indicated otherwise.
 - f5.1 The conductors used in the wiring system shall be of soft-annealed copper having a conductivity of not less than 98% of that of pure copper and insulated for 60 °C Temperatures.
 - f5.2 All conduits of convenience outlets and wire ways for lighting branch circuit homeruns shall be wired with a minimum of 3.5 mm square in size.
- f6. *Fire Detection and Alarm System:*
 - f6.1 The Fire Detection and Alarm System shall be zonal conventional fire detection

- f6.2 Signaling system shall occur by manual pull station and fire detection shall be by automatic smoke or heat detector, sprinkler flow switch and tamper switch.

5.0 INSTALLATION AND WORKMANSHIP

- 5.1 The Key Personnel of the DBC shall be specialists highly skilled in their respective trades, performing all labor according to first-class standards. The DBC shall assign a full time Project Engineer/Architect at the jobsite during the construction of the project.
- 5.2 All works to be subcontracted shall be declared by the DBC in its Technical Proposal and shall be approved by DILG.
- 5.3 The DBC shall rectify, resubmit, and review any errors, omissions, inconsistencies, inadequacies or failure which do not comply with the requirements at its own cost. If the DBC wishes to modify any design or document which has been previously submitted, reviewed, and approved, the DBC shall notify the DILG within a reasonable period of time and shall shoulder the cost of such changes.

SECTION VII

CONCEPT IMAGES AND PLANS

SECTION VII CONCEPT IMAGES AND PLANS

7.1 Definition of Conceptual Design. Section 7.1, Annex G provides -

"c. *Conceptual Design. This shall describe the general idea of the procuring entity with regard to the completed facility and shall identify the scope or physical components and structures, specific outputs and requirements of the structures and proposed methods of construction, where necessary.*

7.1.1 **Project Description. Construction of Three-Storey Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck** as shown on Fig. 7.4.

7.2 Preliminary Investigations, Survey, Mapping, and Plans

Section 4 Definition of Terms, Annex G IRR/RA 9184, provides -

7.2.1 "f. *Preliminary Investigations. These shall include, among others, information on soil, geotechnical, hydrologic, hydraulic, seismic conditions that shall be used to define project design criteria, to set the basis for any changed conditions and establish preliminary project cost estimates."*

7.2.2 "g. *Preliminary Survey and Mapping. These shall determine boundaries and provide stationing along control lines to establish feature and design criteria, location, and identify existing and future right-of-way limits and construction easements associated with the procuring entity's conceptual design."*

7.2.3 "i. *Utility Locations. The procuring entity shall provide information on existing utilities in and around the project's area."*

7.2.4 "Section 7. *The above data are for reference only. The Procuring Entity does not guarantee that these data are fully correct, up to date, and applicable to the project at hand. The Contractor is responsible for the accuracy and applicability of all data, including the above, that it will use in its design and build proposal and services."*

7.3 Preliminary Site Development Plan, Lot Plan, Road Network, Utilities

7.3.1 **Project Road Network.** Fig 7.1 shows the Metro Manila road network to the Project site.

7.3.2 **Lot Plan and Technical Description.** The Lot Plan and Technical Descriptions of the Emergency 911 National Office and Command Center Building are shown on Fig 7.2.

7.3.3 Indicative Site Development Plan. Fig. 7.3 shows the **Indicative Site Development Plan** of the Emergency 911 National Office and Command Center Building.

7.3.4 Concept Floor Plans. Fig 7.4 shows the Concept Floor Plans.

7.3.4 Seismic Study. The Bureau of Mines and Geosciences conducted a seismic study on “No Build” Zones in Quezon City after the October 2013 earthquake [Annex 7.1].

Figure 7.1 Road Network to the Project Site

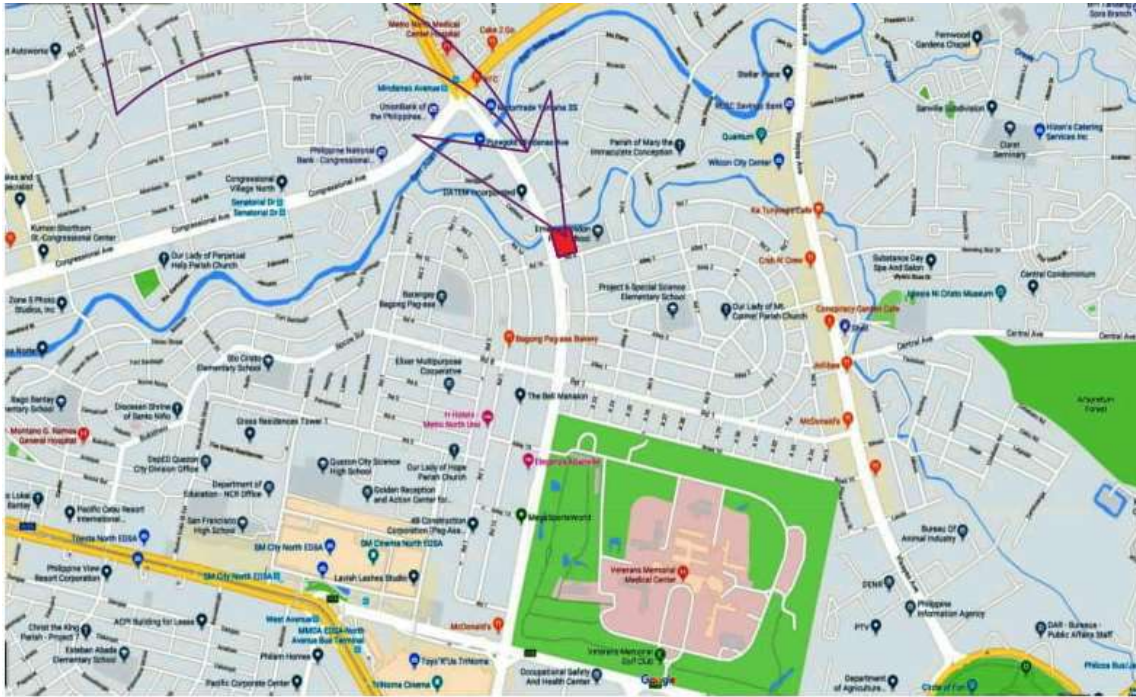


Figure 7.2 Lot Plan And Technical Description

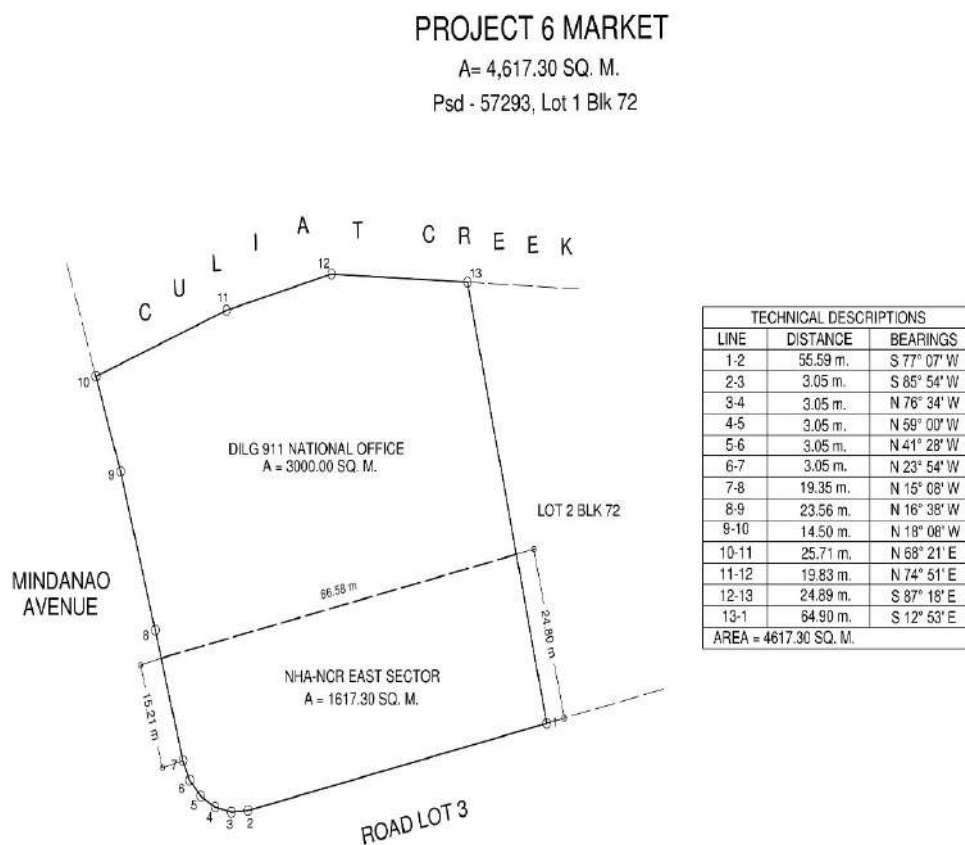


Figure 7.3 Indicative Site Development Plan

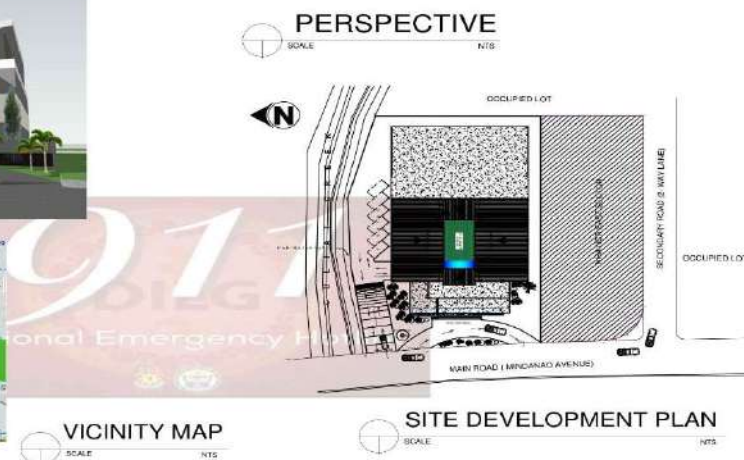


Figure 7.4 Concept Floor Plan

Note: This Concept Floor Plan is only for illustration purposes. The Bidder/Contractor may propose alternative schemes in its Bid Proposal subject to final verification and confirmation by the Procuring Entity during the actual conduct of Architectural and Engineering Design Services by Design and Build Contractor.



THIS SITE



REPUBLIC OF THE PHILIPPINES
UNIVERSITY OF THE PHILIPPINES - DILIG

LAND USE AND ZONING

LINE AND GRADE

ARCHITECTURAL

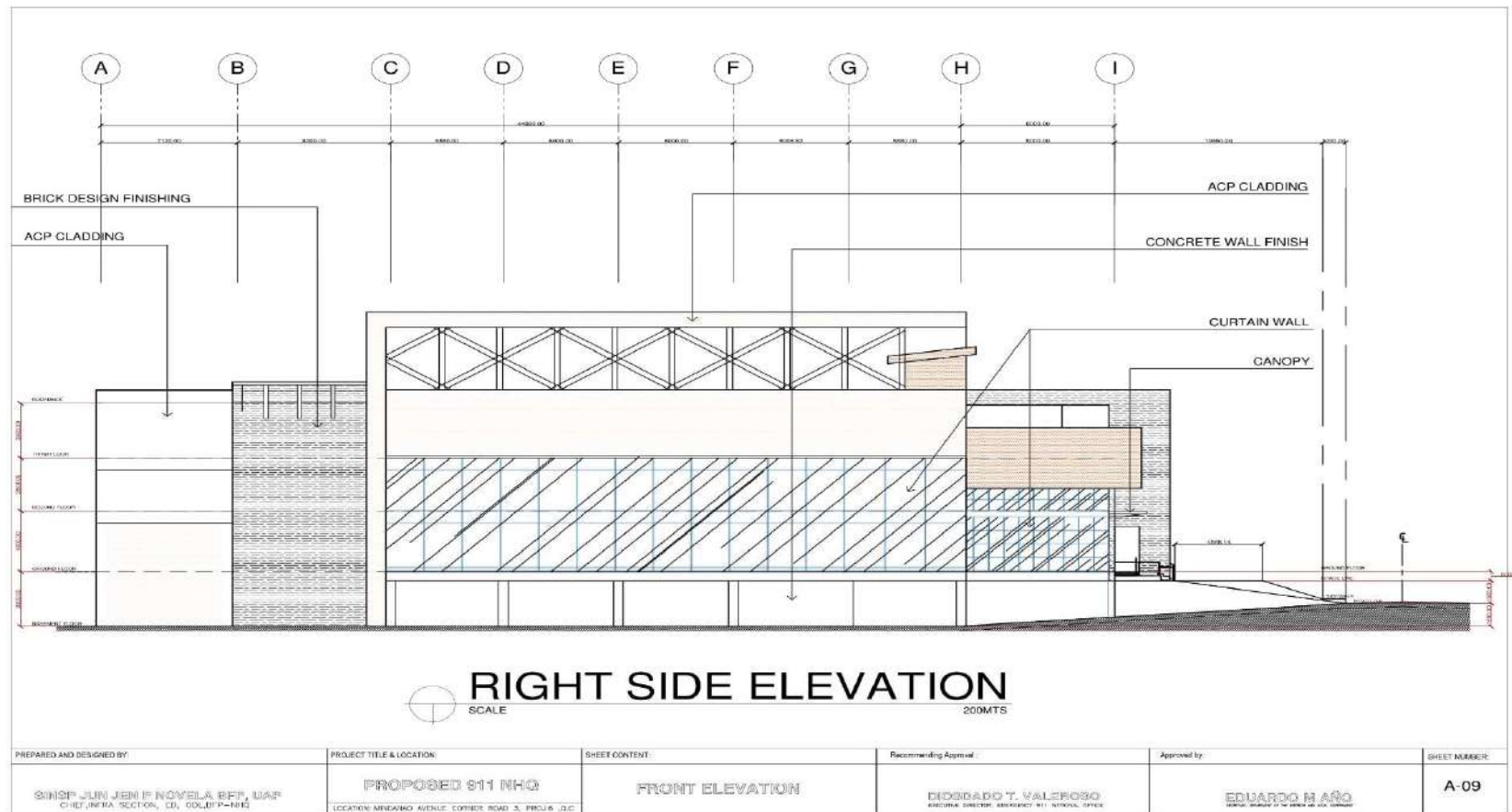
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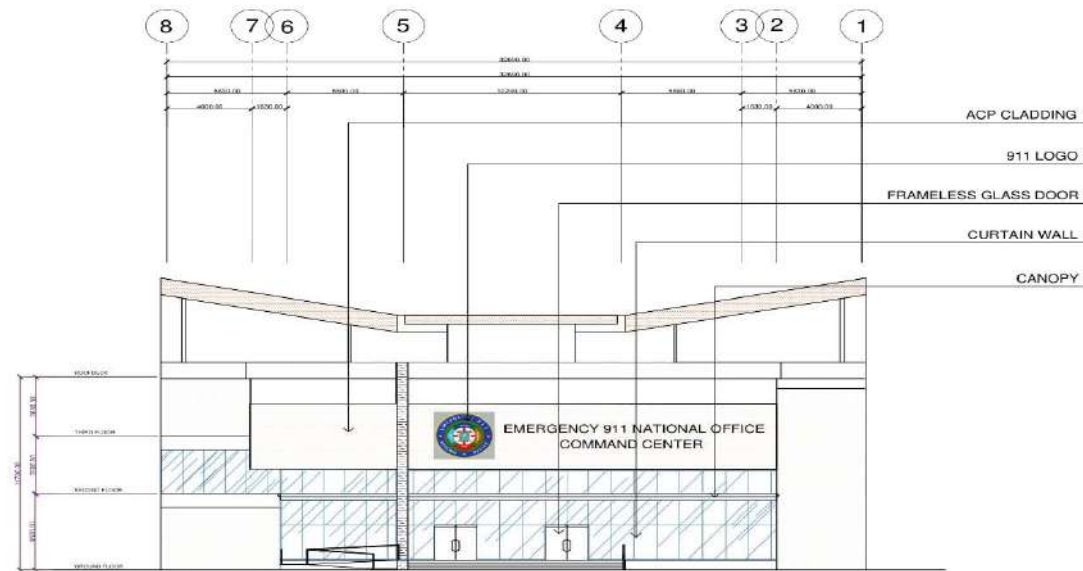
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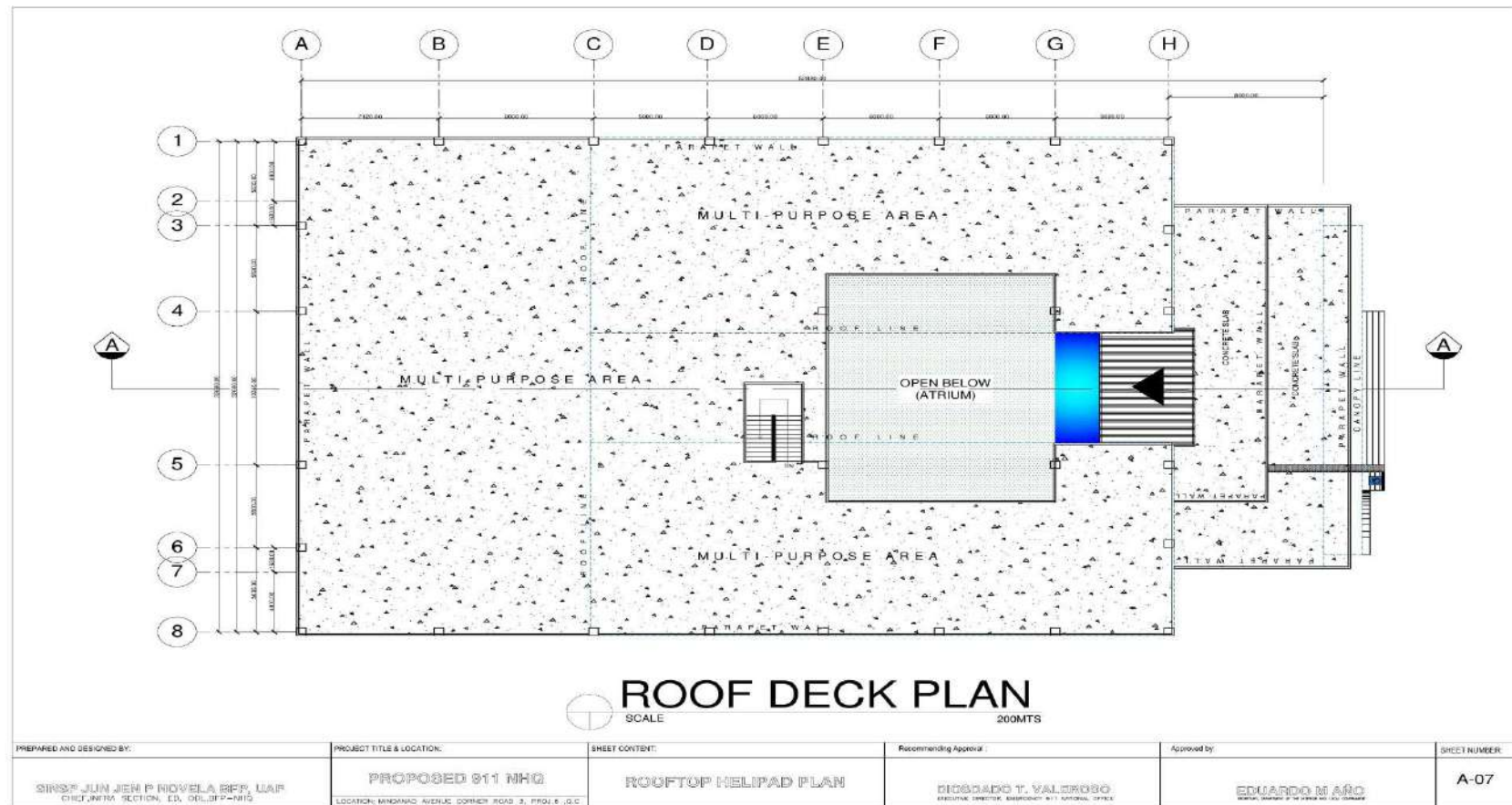
PREPARED AND DESIGNED BY:	PROJECT TITLE & LOCATION:	SHEET CONTENT:	Recommending Approval:	Approved By:	SHEET NUMBER:
SENISIP JUN JEM P. NOVELA, RFP, UAP CHIEF, NTRA SECTION, CD, DDLBP-NING	PROPOSED 911 N.O. LOCATION: MINDANAO AVENUE CORNER ROAD 3, PROJ. 8, D.C.	PERSPECTIVE VIEWS VICINITY MAP SITE DEVELOPMENT PLAN	DICEDADO T. VALEROBO EXECUTIVE DIRECTOR, EMERGENCY 911 NATIONAL OFFICE	EDUARDO M. AÑO ARCHITECT, UNIVERSITY OF THE PHILIPPINES - DILIG	A-01

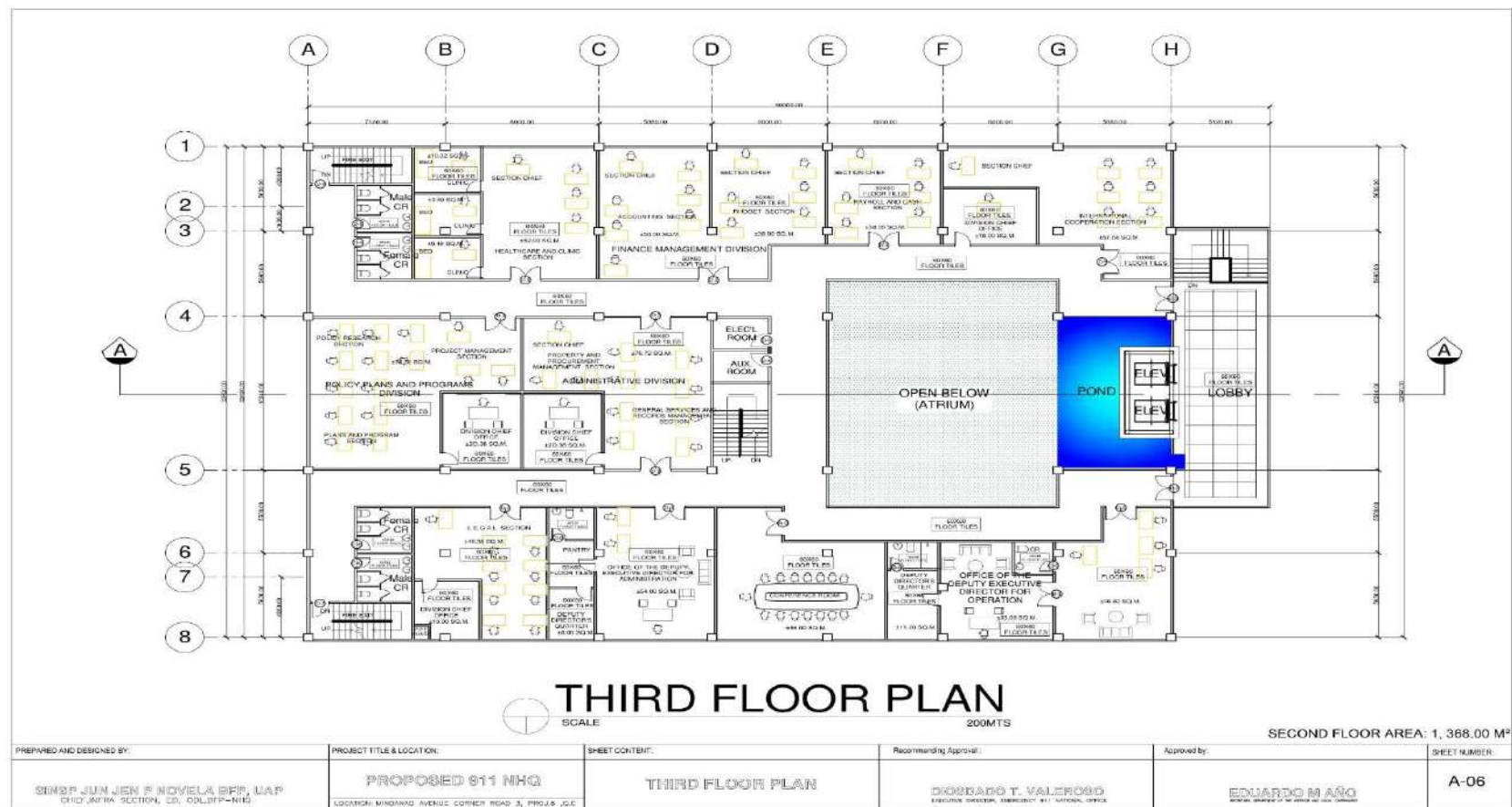


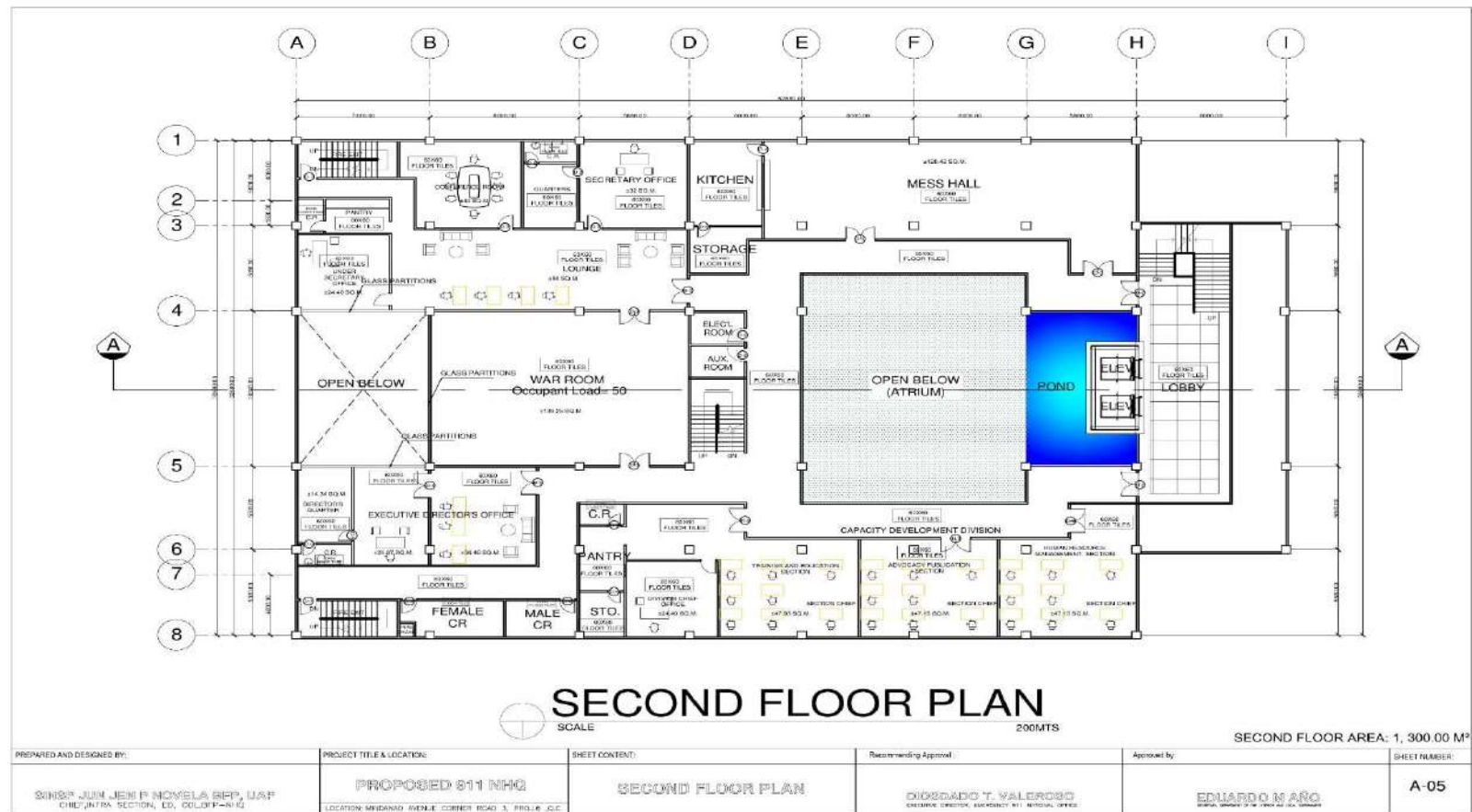


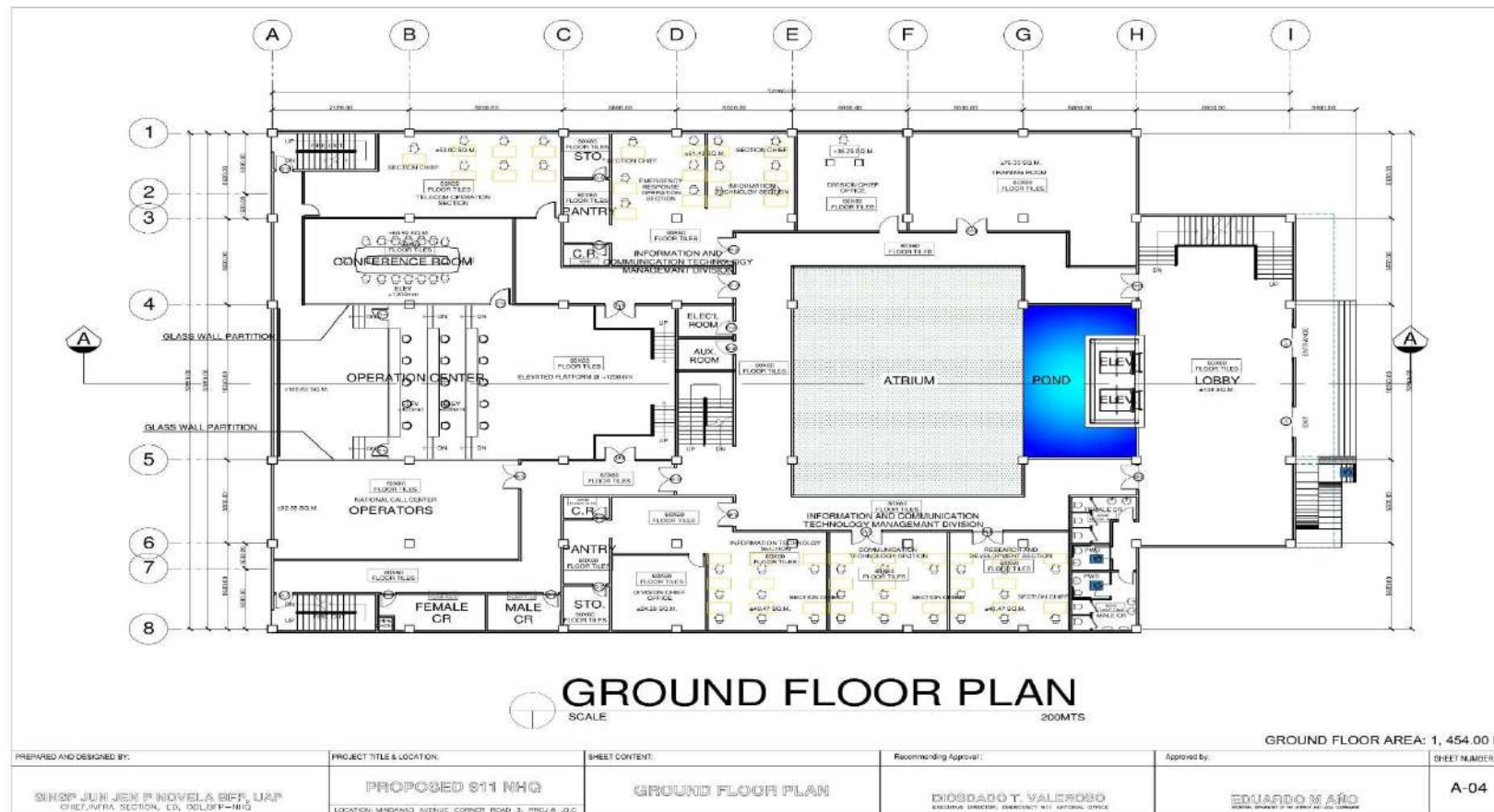
FRONT ELEVATION
SCALE 200MTS

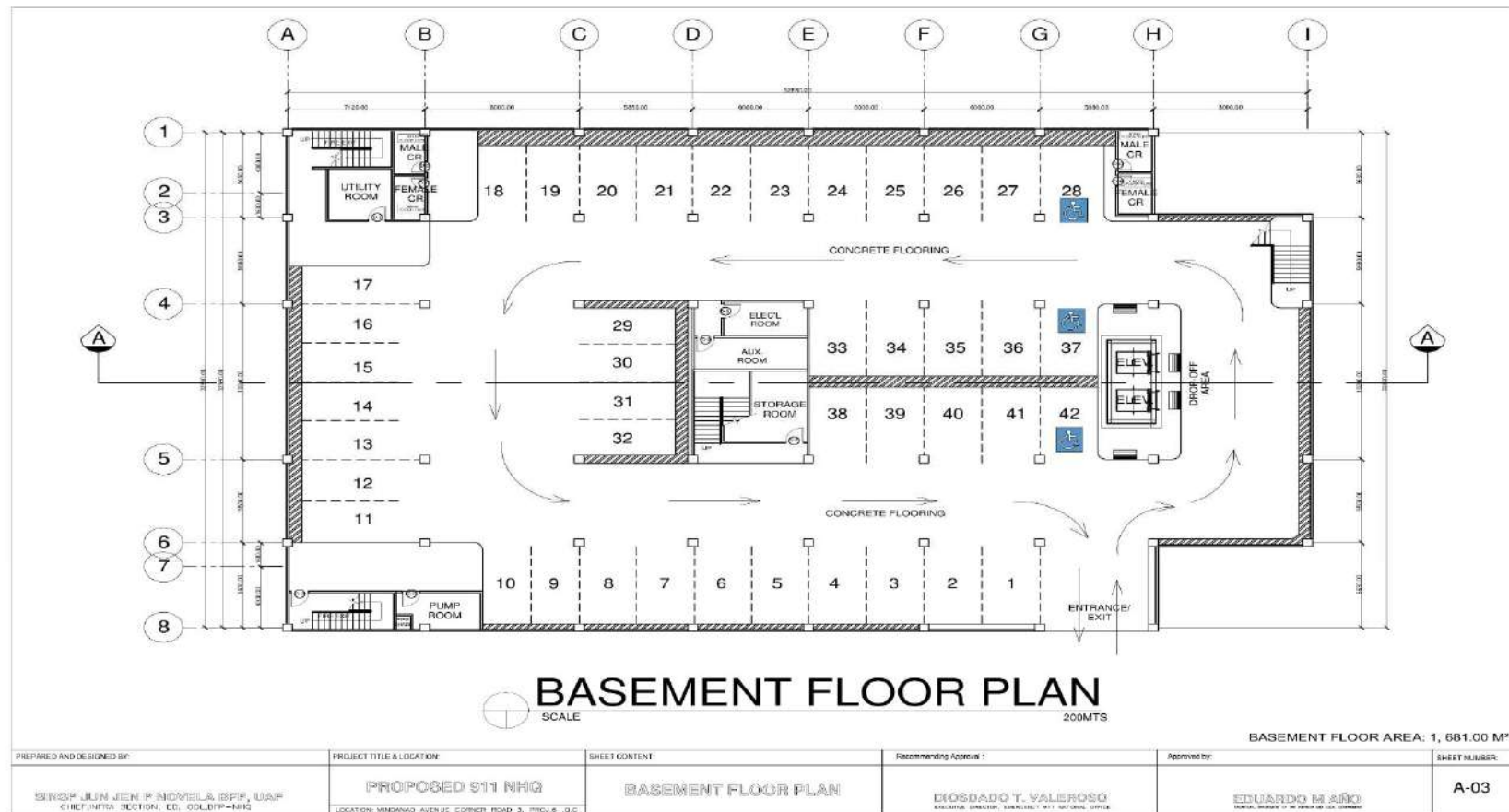
PREPARED AND DESIGNED BY:	PROJECT TITLE & LOCATION:	SHEET CONTENT:	Recommending Approval:	Approved by:	SHEET NUMBER:
SINSEP JUN JEN P NOVELA BPP, IAP CHIEF, MIRA SECTION, CD, ODL, BPP-NHQ	PROPOSED 911 NHQ LOCATION: MINDANAO AVENUE CORNER ROAD 3, PROJ. S .G.C	RIGHT SIDE ELEVATION	DIONISIO T. VALEROSO EXECUTIVE DIRECTOR, EMERGENCY 911 NATIONAL OFFICE	EDUARDO M. AÑO EXECUTIVE DIRECTOR, EMERGENCY 911 NATIONAL OFFICE	A-10











Annex 7.1 Seismic Study On “No Build” Zones, **October 2013, Earthquake, Quezon City, Bureau of Mines and Geosciences**



Republic of the Philippines

**DEPARTMENT OF SCIENCE AND TECHNOLOGY
PHILIPPINE INSTITUTE OF VOLCANOLOGY AND
SEISMOLOGY**



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HASS-EQ-04

HAS-Jul-19-778

DATE
FOR
REPRESENTED BY
PURPOSE

15 July 2019

DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT

DIOSDADO T. VALEROSO

Verify earthquake hazards



EARTHQUAKE HAZARD ASSESSMENT

PROJECT NAME, LOCATION	GROUND RUPTURE	LIQUEFACTION	EARTHQUAKE- INDUCED LANDSLIDE	
Emergency 911 National Office and Command and Control Center; Mindanao Avenue corner Road 3, Brgy. Project 6, Quezon City	Safe; Approximately 5.4 kilometers west of the West Valley Fault	Safe	Safe	

EXPLANATION AND RECOMMENDATION

- ✓ All hazard assessments are based on the latest available hazard maps and on the location indicated in the vicinity map provided.
- ✓ Ground rupture hazard assessment is the distance to the nearest known active fault. The recommended buffer zone, or Zone of Avoidance, against ground rupture hazard is at least 5 meters on both sides of the active fault or from its zone of deformation.
- ✓ All sites may be affected by strong ground shaking.
- ✓ Ground shaking hazard can be mitigated by following the provisions of the National Building Code and the Structural Code of the Philippines.
- ✓ This hazard assessment supersedes previous assessment made by this office regarding the site.

Assessed by **Daniel Jose L. Buhay**
Verified by **Maria Isabel T. Abigania**

Officer-of-the-Day
Senior Science Research Specialist

Approved by **BARTOLOME C. BAUTISTA**
V2-2017-05-19

Deputy Director

d:\lb\m\g\TUFF\Volume_2\01 SERVICES_DATABASE\03 DRAFTS\Hazard Assessment Services\2019\July\HAS-Jul-19-778_DILG-Quezon City

Postal Address: PHIVOLCS Building, C.P. Garcia Avenue, U.P. Campus
Diliman, Quezon City 1101 Philippines
Website : www.phivolcs.dost.gov.ph

Tel. Nos.: +63 2 426-1468 to 79; +63 2 926-2611
Fax Nos.: +63 2 929-8366; +63 2928-3757



Republic of the Philippines
Department of Environment and Natural Resources
MINES AND GEOSCIENCES BUREAU

North Avenue, Diliman, Quezon City, Philippines

Tel No. (+63 2) 920-9120/920-9130 Trunkline No. 667-6700 loc. 134 Fax No. (+63 2) 920-1635 Email: central@mgb.gov.ph.

June 18, 2019

DIOSDADO T. VALEROSO

Executive Director

Emergency 911 National Office

DILG – NAPOLCOM Center

EDSA corner Quezon Avenue

1100 Quezon City



Dear **Mr. D.T. Valeroso**:

Subject: Geohazard Certification

This refers to your Letter dated June 11, 2019 requesting for a DENR Geohazard Certification as a documentary requirement to support the release of funds to cover the construction of the building located at Mindanao Ave. Cor. Rd. 3, Project 6, Quezon City.

Based on the Detailed Flood and Landslide Susceptibility Map (1:5,000 scale) of Quezon City under the Enhancing Greater Metro Manila's Institutional Capacities for Effective Disaster/Climate Risk Management Towards Sustainable Development (GMMA-READY) Project, the said site is affected by flood and is classified as having **High Flood Susceptibility**. Attached is the pertinent flood and landslide hazard map for further guidance.

Generally, the said site may not be considered as suitable site for the proposed building. Thus, identification of an alternative site with low geohazard susceptibility rating is recommended. However, if construction on the site will be pursued, this Office is recommending that appropriate flood mitigating measures be implemented as deemed necessary by project engineers and local building officials concerned prior to the final design and construction of the proposed structure.

To address potential foundation problems, such as long-term settlement, geotechnical and related site-specific studies should also be conducted first. Further, other types of geohazards, such as earthquake-related ground-shaking and liquefaction, should also be considered to determine comprehensively the suitability of the proposed project site. The assessment for the earthquake-related hazards may be requested from the Philippine Institute of Volcanology and Seismology.

This serves as the required certification.

Very truly yours,



[Signature]
ATTY. DANILO U. UYKIENG
Acting Assistant Director
Officer-In-Charge

Encl: as stated

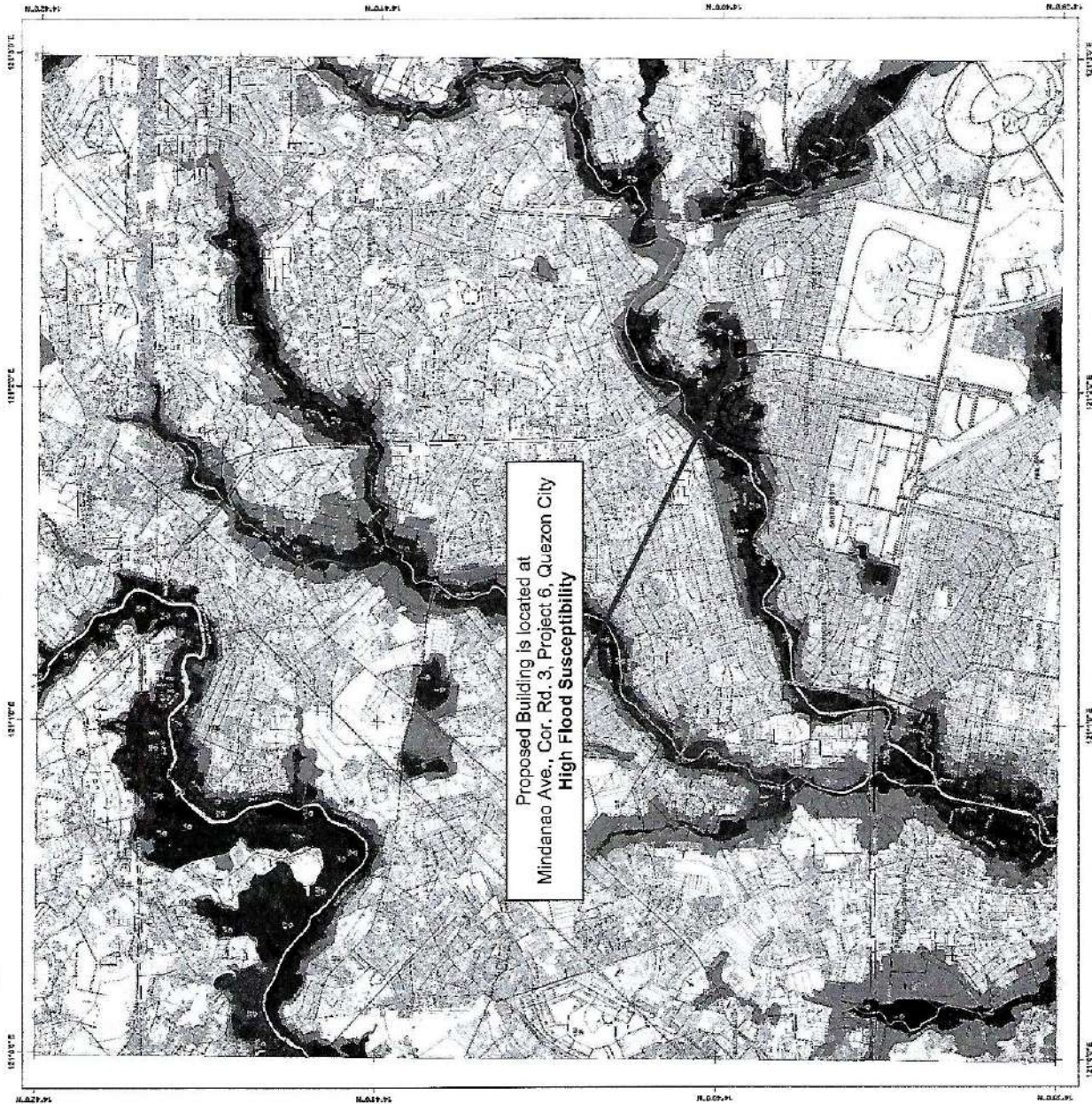
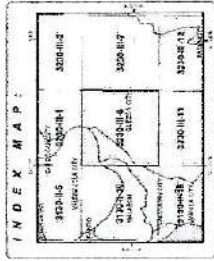


**"MINING SHALL BE PRO-PEOPLE AND PRO-ENVIRONMENT
IN SUSTAINING WEALTH CREATION AND IMPROVED QUALITY OF LIFE."**

00-187740



DETAILED LANDSLIDE & FLOOD HAZARD MAP OF CALOOCAN, QUEZON MALABON & VALENZUELA CITIES, METRO MANILA, PHILIPPINES 3230-III-6- SANGANDAAN QUADRANGLE



LEGEND:

- Legend: Boundary center location
- Legend: Boundary location (Boulevard)
- Legend: Road
- Legend: River
- Legend: Municipal boundary
- Legend: Contour (meters)
- Legend: Proposed resolution area
- Legend: School
- Legend: Hospital
- Legend: Church

Flooding

- Very high flood susceptibility**
Areas likely to experience flood heights of greater than 2 meters and/or flood duration of more than 3 days. These areas are immediately flooded during heavy rains of several hours. People and animals of topographic lows and areas along river banks also prone to flashfloods.
- High flood susceptibility**
Areas likely to experience flood heights of 1 to 2.0 meters and/or flood duration of 1 to 3 days. These areas are subject to flooding during heavy rains of several hours. Areas of topographic lows and areas along river banks also prone to flashfloods.
- Moderate flood susceptibility**
Areas likely to experience flood heights between 0.5 and 1 meter and/or flood duration of 1 to 3 days. These areas are subject to flooding during heavy rains of several hours. Areas of topographic lows and areas along river banks also prone to flashfloods.
- Low flood susceptibility**
Areas likely to experience flood heights of 0.5 meter or less and/or flood duration of less than 1 day. These areas include areas of topographic highs and areas away from river banks. They also have moderate damage density.

Landslide

- Very High landslide susceptibility**
Areas usually with steep to very steep slopes and unconsolidated soils or loose rocks are present. Human and animal could be an aggravating factor.
- High landslide susceptibility**
Areas usually with steep to very steep slopes and unconsolidated soils or loose rocks are present. Human and animal could be an aggravating factor.
- Moderate landslide susceptibility**
Areas with moderately steep slopes. Soil creep and other indications of possible landslide occurrence are present.
- Low landslide susceptibility**
Gently sloping areas with no discernible landslide. Areas that could be affected by landslide debris.
- Active landslide**
Active landslide
- Inactive landslide**
Inactive landslide
- Landslide area with marginal risk measure**
Riverbank, etc.
- Old Landslide deposits**
Old Landslide deposits
- Recent Landslide deposits**
Recent Landslide deposits
- Areas susceptible to ground subsidence (shore development)**
Areas susceptible to ground subsidence (shore development)

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
MINES AND GEOSCIENCES BUREAU
North Avenue, Diliman, Quezon City

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2020-07-20

GIS Processing:
Land Geological Survey Division

Data Sources:
MGB Geospatial Assessment Team
Geological Information and Information Systems Section
Geospatial Division MGB CENTRAL OFFICE
National Mapping and Resource Information Authority

Coordinate System:
Schmidt
Projection
Datum

City, 1:100
Township, 1:100,000
Nation, 1:1,000,000

**Section VIII. Terms of Reference
for the Construction of Three-Storey
Emergency 911 National Office and
Command Center Building with
Lower Ground Parking and
Roof Deck**

Section VIII. Terms of Reference
for the Construction of Three-Storey Emergency 911 National Office and
Command Center Building with Lower Ground Parking and Roof Deck

1.0 PROJECT INFORMATION

- 1.1 The Project.** The Department of the Interior and Local Government [hereinafter also called “*the Procuring Entity*”] has received Allocation Fund from the General Appropriations Act of 2019 and intends to apply the amount of Pesos Two Hundred Million [*PhP 200,000,000.00*], being the Approved Budget for the Contract [ABC], toward the cost of the **Construction of Three-Storey Emergency 911 Command Center Building with Lower Ground Parking and Roof Deck** with Contract I.D. No **E911NOCC-2019-001** and hereinafter referred to as “*the Project*”, by way of Design and Build Scheme.

Bids received in excess of the ABC shall be rejected in accordance with Annex “G” of the Revised Implementing Rules and Regulations of R.A. 9184, otherwise known as the “Government Procurement Reform Act” [Annex "G" IRR/R.A. No. 9184]

- 1.2 Adoption Annex “G” IRR/R.A. No. 9184.** The Procurement of Design-Build and Contract Implementation of the Project shall be governed by *Annex “G” Guidelines For The Procurement And Implementation Of Contracts For Design And Build Infrastructure Projects, Revised Implementing Rules and Regulations of R.A. No. 9184* otherwise known as the *Government Procurement Reform Act* [hereinafter referred to as “IRR/RA No. 9184”] and all applicable building codes, regulations, and Department Orders which may be issued by DPWH.
- 1.3 Qualifications of Bidders.** Bidders should possess the necessary qualifications in accordance with the Bidding Documents, including Annex "G" IRR/R.A. No. 9184. Prospective bidders shall provide the necessary architectural, engineering, and supervision capability for multi-storey building structure.
- 1.4 Contractual Framework.** Annex "G" IRR/R.A. No. 9184 provides the guidelines for design and build procurement. Briefly, the contractual arrangement for the project is the Design and Build scheme. Under this scheme, the Procuring Entity awards a single contract for the architectural and engineering [A&E] designs and construction to a single firm, partnership, corporation, joint venture or consortium.

2.0 PROJECT DESCRIPTION

2.1 Location. Fig 2.1 shows the Project location at Quezon City.

2.2 Total Floor Area. The new Emergency 911 Command Center Building is a three [3] storey structure with lower ground parking and roof deck with an estimated Total Gross Floor Area [TGFA] of approximately **7,171 sqm [Table 2.1]**.

Table 2.1 Total Gross Floor Area [TGFA], New Emergency 911 National Office and Command Center Building		Floor Area (sqm)
Floor Area		
1.	Lower Ground Parking	1,681
2.	Ground Floor	1,454
3.	Second Floor	1,300
4.	Third Floor (assume roof)	1,368
5.	Roof Deck	1,368
Total Floor Area		7,171

2.3 Project Components. Table 2.2 shows the Project Components.

Component	Particulars
Architectural and Engineering Designs	Complete plans, drawings, specifications, BOQ and cost estimation, construction management, progress reports and claims for payments and completion reports
Site Civil Works	Site drainage/ flood control, site stabilization, sanitary works forming part of the site civil works, and pavement and road right-of-way [RROW] improvements as applicable/ needed, including pavement markings, etc., with pertinent plans and designs prepared by a duly-Registered and Licensed Civil Engineer
Architectural Works	All masonry, finishing, acoustics, lighting, moisture protection/ thermal, glazing, wood/ plastics, fenestrations [doors & windows], with pertinent plans and designs prepared by a duly-Registered and Licensed Architect
Structural Works	Foundation, earthquake-proof superstructure, roof and communications tower support systems, etc.], with the pertinent plans and designs prepared by a duly-Registered and Licensed Civil Engineer, who must specialize in structural design practice.

Electrical Works	All electrical systems, including back-up power generator set and solar panel, with pertinent plans and designs prepared by a duly Registered and Licensed Professional Electrical Engineer [PEE]
Mechanical Works	Fire Protection, automatic fire suppression system and elevator with the pertinent plans and designs prepared by a duly-Registered and Licensed Professional Mechanical Engineer [PME]
Plumbing Works	Water tanks and supply systems with pertinent plans and designs prepared by a duly-Registered and Licensed Master Plumber
Sanitary Works	Water sewage, sanitary and disposal systems with pertinent plans and designs prepared by a duly-Registered and Licensed Sanitary Engineer
Information and Communications Technology (ICT) Works	Conceptualize, design, test and oversee the installation of communications and electronic systems that includes vertical and horizontal LAN cabling, CCTV-ready and provision for data center/ server room.

- 2.4 Concept Plans and Images.** Section VII shows indicative concept plans and images. The concept drawings are only for illustration purposes. The Bidder/Contractor may propose alternative schemes in its Bid Proposal subject to final verification and confirmation by the Procuring Entity during the actual conduct of Architectural and Engineering Design Services by Design and Build Contractor.

3.0 SCOPE OF DESIGN AND BUILD CONTRACT AGREEMENT

- 3.1 General Activities.** The Design-Build Contractor [DBC] shall conduct the following:

3.1.1 Conduct of Architectural and Engineering [A&E] Surveys. Annex "G" IRR/RA No. 9184 specifies that the DBC shall conduct the surveys in its Bid Proposal and present to DILG their results and findings which would impact on the detailed A&E designs of the Project. The DBC shall include the findings and recommendations and effects, if any, on the Technical and Financial Components of its Bid Proposal in its report on Conceptual Engineering Designs of the Project. The DBC shall be responsible for the accuracy and verification of data and compliance with policies in Annex "G":

- a] *"Section 13.2. The contractor shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the procuring entity to meet all regulatory approvals as specified in the contract documents."*
- b] *"Section 13.5 As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval."*

"Change Orders resulting from design errors, omissions or non-conformance with the performance specifications and parameters

and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the procuring entity.”

- c] *“Section 13.9. The contractor shall provide all necessary equipment, personnel, instruments, documents and others to carry out specified tests.”*
- d] *“Section 13.11. The contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty periods specified in Section 62.2.2 of the IRR-A.”*
- e] DPWH Engineering Survey Guidelines
 - e1] All surveys shall follow *Chapter II, Part I, Volume I, Survey and Investigation, DPWH Design Guidelines, Criteria and Standard and Manual on Technical Requirements for Surveying and Investigation of Public Works and Highways Projects* and applicable provisions of existing laws, codes or Department Orders.
 - e2] Topographic Survey shall be undertaken by the use of an electronic total station or RTK GPS survey equipment or combination of both in order to gather the precise position of existing, waterways, drainage, structures, utilities, and other features as needed.

3.1.2 Preparation of the Conceptual and Pre-Detailed Engineering Designs [CED] For the Project Components. The DBC shall prepare and submit to the DILG the draft Conceptual Engineering Designs [CEDs] for each of the Components. The CEDs shall conform to Section VI MPSP. The DBC shall submit a report on the CED to the DILG.

Building design shall conform to the provisions of the National Building Code of the Philippines (PD 1096), National Structural Code of the Philippines, Electrical Engineering Law (RA 7920), Mechanical Engineering Law (RA 5336), Plumbing Code (RA 1378, 1993-1994 Revisions), Fire Code (RA 9514) and other laws and regulations covering environmental concerns and local ordinances and regulations.

3.1.3 Preparation of the Revised Conceptual Engineering Design [RCEDs].The DBC shall prepare and submit the Revised CEDs for each Project Component following the Minutes of Discussion with DILG. The DBC shall submit a report on the Revised CEDs for the issuance of a *“Notice of No Objection”* from the DILG following the Minutes of Discussion.

3.1.4 Preparation of the Detailed Engineering Design [DED] for Approval of the DILG

- a] After the Procuring Entity, DILG and DBC have agreed on the CEDs, the DBC shall prepare and submit the final DED to the DILG for approval. The DBC shall adopt a format acceptable to DILG for its report.

- b] Guidelines under Annex G IRR/RA 9184. Annex “G” defines the following;
- b1] *“Section 8. Detailed Engineering Requirements provides -*
- “8.1. Upon award of the design and build contract, the winning bidder shall be responsible for the preparation and submission of all necessary detailed engineering investigations, surveys and designs in accordance with the provisions of Annex “A” of this IRR, [with the exception of the bid documents and the ABC].*
- “8.2. The procuring entity shall ensure that all the necessary schedules with regard to the submission, confirmation and approval of the detailed engineering design and the details of the construction methods and procedures shall be included in the contract documents.*
- “8.3. The procuring entity shall review, order rectification, and approve or disapprove – for implementation only - the submitted plans within these schedules. All instructions for rectification shall be in writing stating the reasons for such rectification. The design and build Contractor shall be solely responsible for the integrity of the detailed engineering design and the performance of the structure irrespective of the approval/confirmation by the procuring entity.”*
- b2] Changes in Design and Construction Requirements. *Section 13.5 provides - "As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval."*
- c] Contractor's Responsibility. The data and information in the Bidding Documents are for reference only. The Procuring Entity does not guarantee that these data are fully correct, up to date, and applicable to the project at hand. The Contractor is responsible for the accuracy and applicability of all data that it will use in its design and build proposal and services as stated in Section 7, Annex “G” IRR RA 9184].

3.2 Scope of Construction. The DBC shall fully undertake the Construction Works for all Project components.

- 3.2.1 The DBC shall implement the construction of the Project in accordance with its Bid Proposal and any modifications which may be agreed upon during the discussion on Conceptual Engineering Designs [CEDs] as officially recorded in the *Minutes of Discussion* with DILG and final Detailed Engineering Designs approved by DILG.
- 3.2.2 The DBC shall undertake the construction of the Project in accordance with Section VI. Minimum Performance Standards and Parameters [MPSP] and the DPWH Blue Book, Volume II.

4.0 PRELIMINARY STUDIES AND DESIGN ACTIVITIES

The DBC shall conduct and/or undertake the following:

4.1 Site Inspection and Survey

- 4.1.1 Reconnaissance shall include ocular inspection of the project site and its surrounding area.
- 4.1.2 Lot area shall be subject to preliminary detailed engineering survey.
- 4.1.3 The survey shall determine the area, topography, contours, elevation and surveys of existing trees at the project site.
- 4.1.4 Soil investigation shall include the testing and analyses of soil samples, soil boring tests five boreholes at 25 m. maximum depth or until hard strata is reached, geotechnical reports to determine load-bearing capacity and other relevant physical properties needed prior to production of construction drawings.

4.2 Conceptual Design

- 4.2.1 The floor plan of the Emergency 911 National Office and Command Center Building shown on Section VII Conceptual Designs, Drawings And Studies is only for ideation purpose of the Bidders. Bidders are required to present their respective images of the Project in its Approach and Work Plan as part of the Bid Proposal based on Section VIII Terms of Reference and Section VI MPSP.
- 4.2.2 Cost estimates following Section X Bid Forms in Envelope No. 2.

4.3 Detailed Architectural and Engineering Design Services

- 4.3.1 Prepare from the approved conceptual design, schematic or design development drawings and design parameters including any revisions and refinements as approved and required by the DILG; including but not limited to:
 - a. Detailed Architectural Plans
 - b. Detailed Structural Design Analysis and Plans for Progressive Type ideal up to fifth floor
 - c. Detailed Electrical Plans and Electrical Design Analysis
 - d. Detailed Sanitary and Plumbing Plans
 - e. Detailed Mechanical Plans
 - f. Detailed Communications Network Layout
 - g. General Notes and Technical Specifications describing type and quality of materials and equipment to be used, manner of

- construction and the general conditions under which the project is to be constructed.
- h. Bill of Quantities, Detailed Cost Estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals;
 - i. Complete construction drawings for the work required for the architectural, structural, civil, electrical, plumbing/sanitary, mechanical and other service-connected equipment, utilities, site planning aspects and related works, and the site development plan of the project's immediate environs.
- 4.3.2 Prepare the scope of work for construction
- 4.3.3 Coordinate with all offices and agencies concerned, within and outside LGU regarding utility connections, permits and other requirements needed.
- 4.3.4 Periodically coordinate and present the status of the design phase to the DILG.
- 4.3.5 All drawings included in the contract documents should be drawn using AutoCAD 2016 software and plotted on a 20" x 30" sheets. All other textual submittals shall be printed and ring-bound on A4-sized sheets.
- 4.3.6 Where required, design components shall be designed in coordination with the agencies concerned [e.g. Meralco, water and sewage companies].
- 4.3.7 Partial and earlier submission of the construction drawings, such as those affecting the preliminary stages of construction [site works, foundation works, etc.] shall be allowed. After the Procuring Entity issues a *Notice of No Objection* to the Detailed Engineering Plans, the DBC may immediately proceed with the Construction Phase provided all necessary Pre-Construction tasks have been accomplished.

4.4 Construction Services

4.4.1 Pre-Construction Phase

- a] Secure all necessary building permits prior to construction. All incidental fees shall be included in the cost estimate of the building;
- b] Preparation of the PERT-CPM, Bar Chart, S-Curve, Cash Flow Schedule, Manpower and Equipment Utilization Schedule of the construction phase;
- c] Provide all other necessary documents that shall be required by the Client.
- d] Prepare Construction Safety and Health Program.

4.4.2 Construction Phase

- Implement all works indicated in the approved construction drawings and documents. All revisions and deviation from the approved plans, especially if it shall impact the overall cost of the project, shall be subject for approval;
- a] Provide soil filling, grading and other soil protection measures of the building and other elements of the site, in response to the results of soil testing and materials testing;
 - b] Construct the building and other necessary structures, complete with utilities and finishes, resulting in operable and usable structures;
 - c] Construct sidewalks and curb cutouts, paving, driveways, parking slots, and, walkways within the project site;
 - d] Provide protection or relocation of existing trees affected by construction [if any];
 - e] Preparation of shop-drawings for approval;
 - f] Coordinate with the DILG regarding scheduling of delivery and installation of all owner-furnished materials and equipment during construction;
 - g] Conduct all necessary tests and issue reports of results;
 - h] Rectification of punch-listing works to be inspected and issued by the DILG;
 - i] Provide all other necessary documents that shall be required by the DILG;

4.4.3 Post Construction Phase

- a] Preparation of as-built plans
- b] Turn-over of all manuals, certificates and warranties of installed items; and
- c] Provide all other necessary documents that DILG shall require;
- d] Occupancy Permit

5.0 APPROVED BUDGET FOR THE CONTRACT [ABC]

The **Approved Budget for the Contract [ABC]** is **Two Hundred Million Pesos [PhP 200,000,000. 00]**. This is the ceiling for eligible, acceptable bids for **all** Works. The Bidder shall submit **only one total cost for all Works**. Bids higher than the ABC shall be automatically rejected.

6.0 CONTRACT DURATION AND IMPLEMENTATION SCHEDULE

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6.1 Contract Duration. The Contact Duration shall be for Three Hundred Sixty Five (365) Days or twelve (12) months to start seven (7) calendar days from the date of the issuance of the Notice to Proceed [NTP], shown on **Fig. 6.1**.

6.1.1 Design Preparation	:	Thirty [30] Calendar Days [1 month]
6.1.2 Permits and Licenses	:	Sixty [60] Calendar Days [2 months]
6.1.3 Construction	:	Three Hundred Five [305] Calendar Days [10 months]
Total	:	Three Hundred Sixty-Five Calendar Days [12 months]

Figure 6.1 Implementation Schedule

Year	Year 1 (2020)												Year 2 (2021)												
Month	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	
Design-Build Bidding																									2
A&E Design Preparation																									1
Permits and Licenses																									2
Construction																									10
Total Months																								14	

7.0 CONTRACT IMPLEMENTATION

The implementation of the Emergency 911 National Office and Command Center Building with Roof Deck and Lower Ground Parking (Progressive Type) shall comply with Annex "E" *Contract Implementation Guidelines for The Procurement of Infrastructure Projects* and Annex "G" IRR/R.A. No. 9184 with reference to the following provisions:

- 7.1 No works shall commence unless the contractor has submitted the prescribed detailed design drawings as requirements for the Building Permit and the DILG has given written approval. Work execution shall be in accordance with reviewed and approved documents.
- 7.2 The DBC shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the concerned Building Officials to meet all regulatory approvals as specified in the contract documents.

- 7.3 The DBC shall submit a detailed program of works within five (5) working days after the issuance of the Notice to Proceed for approval by the procuring entity that shall include, among others:
- 7.3.1 The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction;
 - 7.3.2 Periods for review of specific outputs and any other submissions and approvals;
 - 7.3.3 Sequence of timing for inspection and tests;
 - 7.3.4 General description of the design and construction methods to be adopted;
 - 7.3.5 Number and names of personnel to be assigned for each stage of the work;
 - 7.3.6 List of equipment required on site for each stage of the work; and
 - 7.3.7. Description of the quality control system to be utilized for the project.
- 7.4 Any errors, omissions, inconsistencies, inadequacies or failure submitted by the contractor that do not comply with the requirements shall be rectified, resubmitted and reviewed at the contractor's cost. If the contractor wishes to modify and design or document which has been previously submitted, reviewed and approved, the contractor shall notify the DILG within a reasonable period of time and shall shoulder the cost of such changes.
- 7.5 As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders:
- 7.5.1 Change Orders resulting from design errors, omissions or non-conformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the DILG.
 - 7.5.2 Provided that the DBC suffers delay and/or incurs costs due to changes or errors in the DILG performance specifications and parameters, the contractor shall be entitled to either one of the following:
 - A. An extension of time for any such delays under Section 10 of Annex "E" of IRR (RA 9184); or
 - B. Payment for such costs as specified in the contract documents, provided, that the cumulative amount of the variation order does not exceed ten percent (10%) of the original project cost.
 - 7.5.3 The contract documents shall include the manner and schedule of payment specifying the estimated contract amount and installments in which the contract will be paid.
 - 7.5.4 The contractor shall be entitled to advance payment subject to the provisions of Section 4 of Annex "E", IRR (RA 9184).
 - 7.5.5 The contractor shall provide all necessary equipment, personnel, instruments, documents and others to carry out specified tests.
 - 7.5.6 This design and build project shall have a minimum Defects Liability Period of

one (1) year after contract completion or as provided for in the contract documents. This is without prejudice to the liabilities imposed upon the engineer/architect who drew up the plans and specification for building sanctioned under Section 1723 of the New Civil Code of the Philippines.

- 7.5.7 The DBC shall be held liable for design and structural defects and/or failure of the completed project within the warranty period of 15 years for permanent structures/buildings as specified in Section 62.2.3.2 of the IRR (RA 9184)

8.0 OBLIGATIONS OF THE PROCURING ENTITY

In general, the Procuring Entity shall:

- 8.1 Provide available data to the DBC. The Procuring Entity informs that data and information in the Bidding Documents are for reference and does not guarantee that these are fully correct, up to date, and applicable to the project at hand. The DBC is responsible for the accuracy and applicability of all data, including the above, that it would use in its design and build proposal and services, as provided in Annex “G” specifies that the data below are for reference only;
- 8.2 Acquire road right of way;
- 8.3 Approve the Contractor’s design without diminishing its full sole responsibility for the quality and integrity thereof as DBC;
- 8.4 Monitor the implementation of the projects in coordination;
- 8.5 Pay the Contractor’s submitted accomplishment accepted in conformity with the payment schedule in the approved build contract; in accordance with the designs approved by the Procuring Entity and government accounting and auditing rules and regulations;
- 8.6 Designate an on-site Representative to the Project; and
- 8.7 Perform other responsibilities as may be specified in the contract agreement.

9.0 OBLIGATIONS OF THE DESIGN AND BUILD CONTRACTOR [DBC]

The DBC shall:

- 9.1 Certify that it has inspected and examined the proposed project site, its surroundings and existing infrastructure and facilities related to the execution of the work and has obtained all the pieces of information that are considered necessary for the proper execution of the work covered in the Bidding Documents;
- 9.2 Ensure that all works at the stages of design, construction, restoration of affected areas, and testing and commissioning shall be carried out efficiently and effectively;

- 9.3 Provide the DILG with complete reports such as technical analysis, maps and details regarding the existing conditions and proposed improvements within the site;
- 9.4 Be accountable for accidents that might occur during the execution of the project and install warning signs and barriers in accordance with Department of Labor and Employment (DOLE) guidelines and construction safety procedures in the Bidding Documents for the safety of the general public and the avoidance of any accidents;
- 9.5 Be professionally liable for the design and shall submit all its basic designs, plans, and as part of its Technical Proposal using Section X Bid Forms and Qualification Information. The Contractor shall be liable for design and structural defects and/or failure of completed projects within the period specified in IRR/R.A. No. 9184;
- 9.6 Implement designs, plans, and drawings in accordance with Section VI Minimum Performance Standards and Specifications [MPSP] approved by DILG; and submit basic architectural plans as required in its Approach and Methodology, Section X, Bid Forms and Qualification Information.
- 9.7 Implement Flood Mitigating Measures as proposed in the Geo-hazard Certifications issued by the DENR.
- 9.8 Perform other responsibilities in the contract agreement.

10.0 PROJECT DELIVERABLES OF THE DESIGN AND BUILD CONTRACTOR

The following submittals and accomplished documents shall be duly completed and turned-over by the DESIGN & BUILD CONTRACTOR for the project:

10.1 Pre-Design Phase

- 10.1.1 Reconnaissance Report
- 10.1.2 Survey Sketch Plans [with technical description]
- 10.1.3 Site survey, topographic survey, geotechnical report and all other pertinent data elated to the conditions of the project site
- 10.1.4 Preliminary Architectural and Engineering designs and layouts
- 10.1.5 Outline specifications and cost estimates.

10.2 Design Phase

- 10.2.1 Construction plans [signed and sealed] that include Architectural, Civil, Structural, Electrical, Mechanical, Communications Network Layout, Fire Protection and Plumbing plans [8 sets hardcopy and 1 softcopy]
- 10.2.2 Technical Specifications [8 sets hardcopy and 1 softcopy]
- 10.2.3 Detailed Cost Estimate [8 sets hardcopy and 1 softcopy]
- 10.2.4 Bill of Quantities [8 sets hardcopy and 1 softcopy]
- 10.2.5 Documents required for securing the Building Permit
- 10.2.6 Drawings and reports that DILG may require for the periodic update concerning the status of the design phase.

10.3 Construction Phase

- 10.3.1 Monthly Progress Reports
- 10.3.2 As-built plans [4 sets hardcopy and 1 softcopy]
- 10.3.3 All necessary permits [Fees shall be included in the contract]
- 10.3.4 Shop drawings
- 10.3.5 PERT-CPM
- 10.3.6 Test results
- 10.3.7 Guarantees, warranties and other certificates
- 10.3.8 Fire and Safety Compliance and Commissioning Report [FSCCR] and Fire Safety Maintenance Report [FSMR]
- 10.3.9 Certificate of Occupancy
- 10.3.11 All other documents necessary in line with the construction as may be required by DILG

11.0 WARRANTY PERIOD

The Contractor shall guarantee the completed Works against structural defects and failure for its satisfactory performance vis-à-vis, the prescribed minimum performance specifications during the lifetime of the structure. For this purpose, the Contractor shall post a warranty security in the form of surety bond, callable on demand issued by a reputable institution, and based on the prescribed percentage of the contract price provided in the Bidding Documents.

12.0 PROCEDURE AND CRITERIA FOR BID EVALUATION

12.1 Two-Step Evaluation Procedure in Annex G IRR RA 9184. For the detailed evaluation of the design and build proposals, the BAC shall adopt a two-step procedure which shall apply in case of any inconsistencies with the contents of the tender documents, to wit:

12.1.1 First-Step Procedure

a) Eligibility Checklist and Detailed Review of Bidder's Compliance with Qualification Information

- a1] The first activity of the evaluation involves the compliance of a Bidder in the submission of the Checklist of Eligibility Requirements using a non-discretionary “*Pass/Fail*” criteria. Only those Bidders which pass the checklist shall be eligible for the second activity.
- a2] The second activity involves a detailed Review and checking of the completeness, sufficiency, and compliance of a Bidder's Class “A” Requirements including Experience in Similar Design and Build Projects with at least 50% of the ABC; and Class “B” Requirements including Bidder's Joint Venture/Consortium with a Contractor or Design Entity with at least one completed Design and Build Project with applicable criteria in cost of project or design.

A Bidder who fails to meet any of the requirements at any stage in the Checklist and Detailed Evaluation shall no longer qualify for the evaluation of the remaining requirements and shall be disqualified.

- b) Technical Evaluation of Design and Build Bid Requirements.** A Bidder shall be evaluated based on compliance and submission of the technical requirements in Section X Bid Forms and Qualification Information for **Design and Build** using a non-discretionary “*Pass/Fail*” and a Point-System as follows:

Criteria	Points
Approach and Methodology	40
Quality of Proposed Personnel	60
Total	100

Criteria for Conceptual Design			
	PASSED	FAILED	Remarks
1. Architectural/Design Consideration:			
Drawing Requirements (AutoCAD)			
-3D Rendered Perspective (Architectural Character)			
Site Development Plan			
Conceptual Design			
-Floor Plans a. Distribution b. Circulation c. Light and Ventilation d. Sizes, Areas and Shape			
-Front, Rear, Left and Right Side Elevations a. Light and Ventilation b. Height c. Location of Doors and Windows			
-Sections (a. Longitudinal Section; b. Cross Section)			
- Architectural Interiors and Exterior Finishes			
2. Civil/Structural/Structural Analysis			
Drawing Requirements (AutoCAD)			
-Structural Design Criteria and Design Notes, Structural Design Concept.			
-Foundation plan;			
-Floor Framing Plans;			
-Stair Details			
-Elevator Structural Framing Plans and Details			
3. Electrical			
Drawing Requirements (AutoCAD)			
- Electrical Design Analysis and Computation			
- General notes ,Power Riser Diagram, Single Line Diagram, Legends and symbols, Schedule of Loads			
- Power and Lighting Layout System			
-Fire Alarm System,			
-ACU			
-Grounding System			
4. Information and Communications Technology Plans			
5. Sanitary/Plumbing			
Drawing Requirements (AutoCAD)			
-General Notes, Legend and Symbols			
-Water Supply, Sanitary Line, Vent and Storm drainage layout			
-Isometric Diagram			
6. Mechanical			
Drawing Requirements (AutoCAD)			
-General Notes			
-Legends and symbols			
-Fire protection System plans and layout			

Bidders shall present their building design in 2D and 3D presentation at suitable scale on 20"x30" blue print paper or A3 white print minimum size. Such presentation will be viewed and subject for comment, correction and verification from the procuring entity.

A Bidder who fails to submit any of the requirements or submits incomplete or insufficient information at any stage in the evaluation shall no longer qualify for the evaluation and shall be disqualified.

12.1.2 Second-Step Procedure

- a] Only those bids that passed the above criteria shall be subjected to the second step of evaluation. The Procuring Entity shall inform the results and Eligible Bidders shall be notified.
- b] The BAC shall open the Financial Proposal of each "*Passed*", eligible bidder in the presence of the Bidder's Authorized Representatives and shall read out the prices. The "*As Read*" financial bids shall be ranked, in ascending order, from lowest to highest.
- c] The BAC shall automatically disqualify any total calculated bid prices exceeding the ABC.
- d] The BAC shall review the bid prices of eligible Bidders and determine the Lowest Calculated Bid [LCB].

Section IX.

Bill of Quantities [BOQ]

Section IX. Bill of Quantities [BOQ]

- 8.1 In accordance with *Section 4 Definition of Terms, Annex G IRR/RA 9184*,
- "a. *Approved Budget for the Contract (ABC). This shall be a lump sum amount that shall cover the cost of design and construction works (at the option of the procuring entity) based on the conceptual design and performance specifications and in accordance with applicable provisions of the law or agency guidelines. The ABC shall be calculated based on either the approximate quantities of work of the conceptual design, from standardized designs or from cost records of previous projects of similar kind.*"
- 8.2 *"Section 7. The above data are for reference only. The Procuring Entity does not guarantee that these data are fully correct, up to date, and applicable to the project at hand. The Contractor is responsible for the accuracy and applicability of all data, including the above, that it will use in its design and build proposal and services."*
- 8.3 *"Section 10.2. The second envelope (Envelope No. 2 Financial Proposal) shall contain all the required documents for infrastructure projects under Section 25.3(b) of the IRR- A of R.A. 9184 and the following additional documents:*
- i. Lump sum bid prices, which shall include the detailed engineering cost, in the prescribed Bid Form;*
 - ii. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid; and*
 - iii. Cash flow by the quarter and payments schedule."*
- 8.4 The Summary of Work Items and Bill of Quantities shall be placed in Envelope No. 2 Financial Proposal. The following form for the Bill of Quantities is a "Sample Only". The Bidder may use its own format and is required to submit all items of work necessary to complete the Project based on the conceptual design.
- 8.5 Annex G provides - *"13.5. As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval..."*

BILL OF QUANTITIES
Construction of the Three-Storey Emergency 911 National Office and Command
Center Building
Quezon City, Metro Manila
Design and Build Scheme

Item No.	Description	Unit	Quantity	Unit Price	Amount	Remarks
PART A.	Construction of the Emergency 911 National Office and Command Center Building (Direct Cost)					
A.1	Facilities for the Engineers	mo.	12	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.2	Permits	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.3	Site Works/Earthworks/ Demolition/ Termite Control	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.4	Architectural Works, ACP Cladding	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.5	Concrete Works (Progressive construction)	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.6	Reinforcement Works (Progressive Construction) With Base Isolation System	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.7	Formworks Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.8	Roofing Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.9	Tileworks	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.10	Doors, Windows and curtain walls	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.11	Metal Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.12	Masonry Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.13	Water Proofing Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	

READ AND ACCEPTED AND GOOD FOR AGREEMENT

Date: _____
Signature: _____
For the Capacity as: _____
Duly authorized to sign Bids and on behalf of _____

BILL OF QUANTITIES
Construction of the Three-Storey Emergency 911 National Office and Command
Center Building
Quezon City, Metro Manila
Design and Build Scheme

Item No.	Description	Unit	Quantity	Unit Price	Amount	Remarks
PART A.	Construction of the Emergency 911 national Office and Command Center Building (Direct Cost)					
A.13	Carpentry Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.14	Painting Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.15	Mechanical Works (Air Conditioning and Ventilation System)	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.16	Fire Protection Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.17	Electrical Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.18	Information and Communications					
A.19	Plumbing Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
	Sub-Total Cost			In words: Pesos	In words: Pesos	
	(Part A)			In figures: Pesos	In figures: Pesos	

READ AND ACCEPTED AND GOOD FOR AGREEMENT

Date: _____

Signature: _____

For the Capacity as: _____

Duly authorized to sign Bids and on behalf of _____

BILL OF QUANTITIES
Construction of the Three-Storey Emergency 911 National office and Command Center
Building
Quezon City, Metro Manila
Design and Build Scheme

PART B	OTHER GENERAL				
B.1	Provide Project Sign Board	each	2.00	In words: Pesos	In words: Pesos
				In figures: Pesos	In figures: Pesos
B.2	Construction Safety and Health	L.S	1.00	In words: Pesos	In words: Pesos
				In figures: Pesos	In figures: Pesos
B.3	Mobilization/Demobilization	L.S	1.00	In words: Pesos	In words: Pesos
				In figures: Pesos	In figures: Pesos
	SUB TOTAL COST (PART B)	L.S	1.00	In words: Pesos	In words: Pesos
				In figures: Pesos	In figures: Pesos

READ AND ACCEPTED AND GOOD FOR AGREEMENT

Date: _____
Signature: _____
For the Capacity as: _____
Duly authorized to sign Bids and on behalf of _____

BILL OF QUANTITIES
Construction of the Three-Storey Emergency 911 National Office and Command
Center Building
Quezon City, Metro Manila
Design and Build Scheme

Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)	Remarks
PART C	Profit (__ % of Part A)	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
PART D	Overhead Cost and Maintenance (__ % of Part A)	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
PART E	Taxes (__ % of Part A to Part C)	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
PART F	Detailed Architectural and Engineering Design (__ % of Part A to Part E) as defined in RA9184.	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
	GRAND TOTAL COST for Design and Construction (Part A to Part F)	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	

READ AND ACCEPTED AND GOOD FOR AGREEMENT

Date: _____

Signature: _____

For the Capacity as: _____

Duly authorized to sign Bids and on behalf of _____

Section X.

Bid Forms and Qualification Information

Section X. Bid Forms And Qualification Information

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*Absence any of the forgoing shall be a ground for disqualification.

1.0 Bid Submission Form

Date: _____

IAEB¹ N^o: _____

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

Address: *[insert address]*

We, the undersigned, declare that:

- [a] We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
- [b] We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;
- [c] Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- [d] If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;
- [e] Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- [f] We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- [g] Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- [h] We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- [i] We understand that you are not bound to accept the Lowest Evaluated Bid or any other Bid that you may receive.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

¹ If ADB, JBIC and WB funded projects, use IFB.

2.0 Form Of Bid Security [Bank Guarantee]

WHEREAS, [insert name of Bidder] [hereinafter called the “Bidder”] has submitted his bid dated [insert date] for the [insert name of contract] [hereinafter called the “Bid”].

KNOW ALL MEN by these presents that We [insert name of Bank] of [insert name of Country] having our registered office at [insert address] [hereinafter called the “Bank”] are bound unto [insert name of PROCURING ENTITY] [hereinafter called the “Entity”] in the sum of [insert amount]² for which payment well and truly to be made to the said Entity the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder:
 - [a] withdraws his Bid during the period of bid validity specified in the Form of Bid; or
 - [b] does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
2. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
 - [a] fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - [b] fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay to the Entity up to the above amount upon receipt of his first written demand, without the Entity having to substantiate his demand, provided that in his demand the Entity will note that the amount claimed by him is due to him owing to the occurrence of one or both of the TWO [2] conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date [insert days]³ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension[s] to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____ WITNESS
_____ SEAL _____

[Signature, Name and Address]

² The Bidder should insert the amount of the guarantee in words and figures, denominated in the currency of the Entity’s country or an equivalent amount in a freely convertible currency. This figure should be the same as shown of the Instructions to Bidders.

³ If the Funding Source is ADB, JBIC, or WB, usually 28 days after the end of the validity period of the Bid. Date should be inserted by the Entity before the Bidding Documents are issued.

3.0 Contractor's Certification On Single (One) Biggest Completed, Ongoing Including Projects Awarded But Not Yet Started

[Date]

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

Address: *[insert address]*

Dear Sir:

In connection with the Eligibility Checklist, we hereby certify that our Single [One] Biggest Completed, Ongoing Including Projects Awarded But Not Yet Started, With their Certificates Of Completion and/or Notices of Award are listed on TPF 1 of our Bid Proposal.

Our projects include *[insert number]* Completed *[or On-going or Awarded]* Similar Projects which is least 50% Of The ABC of PhP 100,000,000.00.

[Delete if not applicable]:

The list of Similar Projects of our Joint Venture/Consortium Design Entity *[insert name of Designer]* is listed on TPF 1.2. The projects include *[insert number]* Completed and On-going or Awarded Projects with *[insert number]* projects with a Design Cost Of 50% of the Design Cost of the Project-at-hand at **PhP1,500,000.00**.

This Certification is issued for purposes of the Checklist of Bidder's Eligibility.

Very Truly Yours,

Name and signature of Bidder's Authorized Representative

4.0 Duly Signed Bidder's Key Personnel For The Project (Contractor And Designer, if applicable), PRC Licenses, And Certification

Contract ID: [insert]

Contract Name:

Location of the Contract:

[Date]

To: [name and address of PROCURING ENTITY]

Address: [insert address]

Dear Sir:

Supplementing our Organizational Chart for the above stated Contract, we submit, and certify as true and correct, the following information:

1. We have engaged the services of the following key personnel to perform the duties of the position indicated in the above stated Contract if it is awarded to us:

Name	Proposed Position	PRC Licenses ; Validity _____	Cost of Biggest or Design-Build Project Handled [In PhP M]		Years of Experience In Similar Design-Build Project	
			By Person	Minimum Required [50% of ABC]	Of Person	Minimum Required
Detailed Design Stage						
1.	Project Architect					10
2.	Structural Engineer					7
3.	Professional Electrical Engineer					7
4.	Professional Mechanical Engineer					7
5.	Sanitary Engineer					7
6.	Geotechnical Engineer					7
7.	Quantity & Cost Engineer/Architect					7
8.	Electronic Communications Engineer					10
Construction Stage						
8.	Project Site Manager					10
9.	Project Site Engineer/Architect					7
10.	Materials Engineer					7
11.	Electrical Site Engineer					7
12.	Mechanical Site Engineer					7
13.	Sanitary Engineer/Master Plumber					7
	Safety Engineer / Safety Officer					5
14.	Foreman					7

2. We submit the enclosed Affidavits of Commitment to Work on the Contract of these Key Personnel shown on **TPF 7** with their Curriculum Vitae.

3. We ensure that the abovementioned personnel shall employ their best care, skill, and ability in performing the duties of their respective positions in accordance with the provision of the contract, including the Conditions of Contract, specifications, and Drawings, and that they shall be personally present at the jobsite during the period of their assignment in the contract.
4. In event that we choose to replace any of the abovementioned key personnel, we shall submit to you in writing at least fourteen [14] days before making the replacement, for your approval, the name and bio data of the proposed replacement whose experience shall be equal to or better than the person to be replaced.
5. We understand that any violation of the above stated conditions shall be a sufficient ground for us to be disqualified from this Contract and future biddings of the DILG.

Very Truly Yours,

Name and signature of Bidder's Authorized Representative

5.0 Duly Signed Bidder's Approach To The Project and Certification

Contract ID: *[insert]*

Contract Name:

Location of the Contract:

[Date]

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

Address: *[insert address]*

Dear Sir:

In connection with the Eligibility Checklist for the above Project, we hereby certify that the Description of the Approach and Work Plan for Performing the Project, duly signed, is shown on TPF3 of our Bid Proposal.

This Certification is issued for purposes of the Checklist of Bidder's Eligibility.

Very Truly Yours,

Name and signature of Bidder's Authorized Representative

6.0 Duly Signed Bidder's Minimum Equipment Requirements and Certification

Contract ID: *[insert]*

Contract Name:

Location of the Contract:

[Date]

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

Address: *[insert address]*

Dear Sir:

In connection with the Eligibility Checklist for the above Project, we hereby certify our Minimum Equipment Requirements and the pertinent proofs of ownership and/or lease agreements as shown on Section XI of our Bid Proposal.

This Certification is issued for purposes of the Checklist of Bidder's Eligibility.

Very Truly Yours,

Name and signature of Bidder's Authorized Representative

7.0	Duly Signed Certificate Of Site Inspection From DILG (Optional; or state as “Not Applicable” if no certification)
------------	--

Note: Insert Original Certificate of Site Inspection signed by DILG

8.0 Eligibility Qualification Information

Note: The information to be filled in by Bidders in the following pages will be used for purposes of qualification as provided in the Bidding Documents. This information will be used in case of a Post qualification Evaluation of a Lowest Calculated Bid and incorporated in the Contract. Attach additional pages as necessary

8.1 Class “A” Eligibility Requirements

8.1.1 Legal Requirements [For Solo or Joint Venture/Consortium if applicable]

- a] Contractor’s and/or Designer’s Certificate of Registration of Business Name [from SEC or DTI]: *[attach copy]*
- b] Mayor’s Business Permit: *[attach copy]*
- c] Valid Contractor’s License issued by the Philippine Contractor’s Accreditation Board *[attach copy]*
- d] Tax Clearance *[attach copy]*

8.1.2 Technical Requirements [For Solo or Joint Venture/Consortium if applicable]

- a] Work performed as prime contractor on works of a similar nature and volume over the last ten years. Proof of completion, e.g. Certificate of Completion signed by the Employer or Owner, shall be submitted. Also list details of work under way or committed, including expected completion date. The Contractor must have built one structure similar to the project at hand with a construction cost of at least 50% of the ABC. *[Use TPF 1]*.
- b] If applicable, Contractor - Designer’s Work performed in Design of similar projects over the last ten years; proof/s of completion, e.g. Certificate of Completion signed by the Employer or Owner, shall be submitted. Also list details of work under way or committed, including expected completion date. The Contractor’s Designer must have designed one structure similar to the project at hand with a Design Cost of at least 50% of the Design Cost of the Project-at-hand. *[Use TPF1.2]*.
- c] List of Contractor’s personnel, to be assigned to the contract to be bid, with their complete qualification and experience data *[Use TPF 7]*
- d] If applicable, list of Contractor-Designer’s personnel, to be assigned to the contract to be bid, with their complete qualification and experience data. *[Use TPF 7]*.
- e] List of Contractor’s equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project. List all information using Section 11 Minimum Required Equipment Requirement.

8.1.3 Financial Requirements [For Individual Bidders or Individual Members of the Joint Venture if applicable]

- a] Audited financial statements, showing, among others, the prospective 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.
- b] The Contractor must have a Net Financial Contracting Capacity [NFCC] of at least the ABC or equivalent to Php *[insert amount]*.

8.2 Class “B” Eligibility Requirements

- 8.2.1 Attach Power of Attorney of signatory of Bid or in case of JV, Power of Attorney of the signatory[ies] of the Bid authorizing signature of the Bid on behalf of the Joint Venture
- 8.2.2 Attach the Consortium/Joint Venture Agreement among all partners of the Joint Venture which is legally binding on all partners and which shows that:
 - a] all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - b] one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - c] the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

9.0 Bidder's Nominated Key Personnel

9.1 Bidder's Letters of Nominees for Key Personnel: Design and Construction Stage

The Bidder shall execute the attached sample Letter of Nomination for each of the Proposed Key Personnel for the Design and Construction Stage of the Project.

List of Proposed Bidder's Key Personnel For Design and Construction Stage	
Key Personnel for Design Stage	Bidder's Key Personnel
Project Architect	
Structural/Civil Engineer	
Professional Electrical Engineer	
Professional Mechanical Engineer	
Electronic Communications Engineer	
Sanitary Engineer	
Geotechnical Engineer	
Quantity & Cost Engineer/Architect	
Key Personnel For Construction Stage	
Project Site Manager	
Project Engineer/Architect	
Materials Site Engineer	
Electrical Site Engineer	
Mechanical Site Engineer	
Sanitary Engineer/ Master Plumber	
Safety Engineer / Safety Officer	
Foreman	

SIGNATURE CONTRACTOR (DBC)

9.1 Sample Bidder's Of Letter of Nomination For *[insert Position Of Key Personnel]*

_____[Date]

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

Address: *[insert address]*

Sir:

Supplementing our Confidential Application Statement for “*Construction of Emergency 911 National Office and Command Center Building [insert Contract I.D. No.]*”, I/we have the honor to submit and certify herewith to be true and correct, the following pertinent information:

1. That I/we have engaged and contracted the services of Mr./Ms. *[insert name]* _____, hereinafter called *[insert Position]* , a registered Civil Engineer with Professional License Certificate No. *[insert number]* issued on _____ and who has paid his/her Professional Tax for the current year, dated _____ and who has performed the same duties in the construction of the projects enumerated in his/her Certificate of Employment and Bio-Data:
2. That said Engineer shall be appointed and designated by us as *[insert Position]* to personally perform the same duties in the above-mentioned Project, if and when the same is awarded in our favor;
3. That said Engineer shall employ the best care, skills and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, Special Provisions and other provisions embodied in the proposed Contract;
4. That said Engineer shall be personally present at the jobsite to supervise the phase of construction work pertaining to his assignment as *[insert Position]* all the time;
5. That, in order to guarantee that said Engineer shall manage and supervise properly and be personally present in the Project, he/she is hereby required to secure a certification of appearance from the DILG Engineer at the end of every month; that I/we shall not start the work without the *[insert Position]* at the jobsite;
6. That in the event that I/we elect or choose to replace the said *[insert Position]* with another Engineer, the Head, Implementing Office of the DILG will be notified by us accordingly in writing at least TWENTY ONE [21] days before making replacement;
7. That the name of the proposed new *[insert position]* , his/her qualifications, experience, list of projects undertaken and other relevant information, shall be submitted to the DILG for prior approval; and
8. That any willful violation on my/our part of the herein conditions may prejudice my/our standing as a reliable contractor in future bidding of the DILG.

Very truly yours,

[Contractor]

CONCURRED IN:

[insert name of Key Personnel]

[Address]

9.2 Certificates Of Employment Of Bidder's Key Personnel for Design and Construction

Each Proposed Key Personnel shall execute a Certification of Employment using the attached format, attesting to the engagement of his/her Services for the Project.

List of Proposed Bidder's Key Personnel For Design and Construction Stage	
Name of Staff	Bidder's Key Personnel
Key Personnel For Design Stage	
1.	Project Architect
2.	Structural/Civil Engineer
3.	Professional Electrical Engineer
4.	Professional Mechanical Engineer
5.	Professional Electronics & Communication Engineer
6.	Sanitary Engineer
7.	Geotechnical Engineer
8.	Quantity & Cost Engineer/Architect
Key Personnel For Construction Stage	
8.	Project Manager
9.	Project Engineer/Architect
10.	Materials Engineer
11.	Electrical Engineer
12.	Mechanical Engineer
13.	Electronics & Communication Engineer
14.	Sanitary Engineer/ Master lumber
15.	Foreman

(DBC) SIGNATURE

9.2 Certificates Of Employment Of *[insert Position of Key Personnel]*

_____ Date

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

Address: *[insert address]*

Sir:

I am a licensed Civil Engineer with Professional License No. _____ issued on _____ at _____.

I hereby certify that _____ contracted my services as *[insert Position]* Project Manager on the _____, if awarded to the Bidder.

I have supervised similar projects as *[insert Position]* shown on **TPF 7** [mention only projects of same nature as aforesaid Contract];

[Insert one delete the other]

At present, I am supervising the on-going projects shown on **TPF 7**;

or

At present, I am **not** supervising **any** going project;

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the DILG by at least TWENTY- ONE [21] days before the effective date of my separation. I have read carefully and will abide by the conditions required of me in the Contractor's Confidential Application Statement for Pre-qualification of the above Contractor.

As *[insert Position]*, I know I will have to stay in the Project all the time to supervise and manage the Project to the best of my ability, and am aware that I am authorized to handle only ONE [1] project at a time.

I did not allow the use of my name for the purpose only of enabling the above- mentioned Contractor to qualify for the Project without any firm intention on my part to assume the post as *[insert Position]* if the Project is awarded to the Bidder since I understand that to do so will be a sufficient ground for my disqualification as *[insert Position]* in any future bidding or employment for any Contractor doing business with the DILG.

[Signature of Project Manager]

REPUBLIC OF THE PHILIPPINES]

CITY OF _____] S.S.

SUBSCRIBED AND SWORN TO BEFORE ME this _____, day of, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____.

[Notary Public]

PTR No. _____
Until _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

10.0 Standard Forms For Design and Build Mode

10.1 Technical Aspects [To Be Included In Envelope No.1]

TPF 1. Contractor's References [For Single Bidder or in JV/Consortium With Other Contractor or Designer]

Note: Other JV/Consortium Member (Contractor or Designer) shall separately fill up TPF 1.2.

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each project for which your firm/entity, either individually, as a corporate entity, or as one of the major companies within an association, was legally contracted for Similar Projects *[in case of Single Contractor or as Designer in case of Consortium or Joint Venture as applicable]*.

1.1 Project Name:	1.2 Country: -	
1.3 Location within Country:	1.4 Professional Staff Provided by Your Firm/Entity[Use TPF 5 for Curriculum Vitae	
1.5 Name of Client:	1.6 No. of Staff Provided by Your Firm:	
1.7 Address:	1.8 No. of Professional Staff-Months Provided By Your Firm	
1.9 Duration of Contract:	1.10 Start Date [Month/Year]:	1.11 Completion Date [Month/Year]:
1.12 Approx. Value of Contract or Design Services [in PhP]	1.13 Name of Associated Entity, if any:	
1.14 Name of Senior Staff [Project Manager, Coordinator, Team Leader, Other Positions] Involved and Functions Performed]: -		
1.15 Narrative Description of Project:		
1.16 Description of Contract or Consulting Services Provided by Your Firm/Entity:		

Contractor's Name *[with JV/Consortium with a Contractor or Designer as applicable]*:

1.17 Contractor's Experience in Similar Design-Build Projects

a1.	In case of a Consortium/Joint Venture with another <u>Contractor</u> , the JV Contractor should have completed at least one [1] similar Project whose <u>Contract Cost</u> is at least 50% of the <u>ABC</u> of the Project-At-Hand:	
a1.1	Cost of JV Contractor's Completed Similar Design-Build Project	PhP
a1.2	Cost of the Project-At-Hand	PhP
a1.3	50% of the ABC of the Project-At-Hand	PhP

TPF 1.2 Designer's References [Member in JV/Consortium With Main Contractor/ Bidder]

Using the format below, provide information on each project for which your firm/entity, either individually, as a corporate entity, or as one of the major companies within an association, was legally contracted for Similar Projects *[in case of Single Contractor or as Designer in case of Consortium or Joint Venture as applicable]*.

1.2.1 Project Name:	1.2.2 Country: -	
1.2.3 Location within Country:	1.2.4 Professional Staff Provided by Your Firm/Entity[Use TPF 7 for Curriculum Vitae	
1.2.5 Name of Client:	1.2.6 No. of Staff Provided by Your Firm:	
1.2.7 Address:	1.2.8 No. of Professional Staff-Months Provided By Your Firm	
1.2.9 Duration of Contract:	1.2.10 Start Date [Month/Year]:	1.2.11 Completion Date [Month/Year]:
1.2.12 Approx. Value of Contract or Design Services [in PhP]	1.2.13 Name of Associated Entity, if any:	
1.2.14 Name of Senior Staff [Project Manager, Coordinator, Team Leader, Other Positions] Involved and Functions Performed]:		
1.2.15 Narrative Description of Project:		
1.2.16 Description of Contract or Consulting Services Provided by Your Firm/Entity:		

1.17 Designer's Experience in Similar Design-Build Projects

a1.	In case of a Consortium/Joint Venture with a Design Entity, the Designer should have completed at least one [1] similar Project whose Design Cost is at least 50% of the Design Cost of the Project-At-Hand:	
a1.1	Design Cost of JV Designer's Completed Similar Design-Build Project	PhP
a1.2	Design Cost of the Project-At-Hand	PhP
a1.3	50% of the Design Cost of the Project-At-Hand	PhP

TPF 2. Comments and Suggestions of Bidder on the Terms of Reference, Minimum Performance Specifications and Parameters and On Data Provided By the Procuring Entity

Terms of Reference

- 1.
- 2.
- 3.

Minimum Performance Specifications and Parameters:

- 1.
- 2.
- 3.

Data Provided by the Procuring Entity:

- 1.
- 2.
- 3.

TPF 3. Description of the Approach and Work Plan For Performing the Project

12.1.2 Design-Build Technical Documents. The Technical Proposal [Envelope No. 1] shall also contain the following Design-Build Technical Documents using Bid Forms as applicable:

- a) **Adherence to Preliminary Conceptual Design Plans** The Bidders shall include the following schematic drawings and documents for design development based on the space allocation prepared by the DILG.
 - a1 Perspective Views 2 Exterior at least 1 of the following 2 Interiors (Lobby, Offices, Operation Centers, Atrium etc.)
 - a2. Floor plans, two (2) sections and four (4) elevations,
 - a3. Modular Space Allocation Plan.
 - a4. Engineering Design Conceptual Diagram
- b) **Description of Concept of Approach and Methodology for Design-Build** of Four Storey Emergency 911 National Office and Command Center Building with emphasis on clarity, feasibility, innovativeness and comprehensiveness of plan approach; quality of interpretation of project problems, risks, and suggested solutions; submission of Comments and Suggestions on the Terms of Reference, Minimum Performance Specifications and Parameters; Entity Work Plan [Flowchart for Design-Build]; Team Composition And Task In the Project; Time Schedule For Professional Personnel; Activity [Work] Schedule [In Bar Chart and S-Curve] using Bid Forms.
- d) **Quality of Personnel** to be assigned to the Project which covers completeness of Proposed Key Personnel for Design-Build shown on **TPF 7** suitability to perform duties of particular assignments evidenced through their general qualifications and competence including minimum required education, minimum number of related trainings, minimum number of years in the same proposed position, by complying and submitting Bid Forms for Individual Curriculum Vitae [CV] Of Proposed Professional Staff with a Summary Table and Key Personnel's Certification And Affidavit Of Commitment.

TPF 4. Team Composition and Tasks in the Project

Technical/Managerial Staff Of Contractor-Designer [as applicable]		
Name	Position	Task
Key Personnel for Design Stage		
	Project Architect	
	Structural/Civil Engineer	
	Professional Electrical Engineer	
	Professional Mechanical Engineer	
	Professional Electronics & Communication Engineer	
	Sanitary Engineer	
	Geotechnical Engineer	
	Quantity & Cost Engineer/Architect	
	Key Personnel For Construction Stage	
	Project Manager	
	Project Engineer/Architect	
	Materials Engineer	
	Electrical Engineer	
	Mechanical Engineer	
	Electronics & Communication Engineer	
	Sanitary Engineer/ Master lumber	
	Foreman	

Support Staff		
Name	Position	Task
	CADD Operator A [Architecture]	
	CADD Operator B [Engineering]	
	Other Support Architects/Engineers	

SIGNATURES

TPF 5. Time Schedule for Key Personnel

Contractor			Months [in the Form of a Bar Chart]					
Name	Position	Reports Due/Activities	1	2	3	4	...23	Number of Months
								Subtotal [1]
								Subtotal [2]
								Subtotal [3]
								Subtotal [4]

Designer [as applicable]			Months [in the Form of a Bar Chart]					
Name	Position	Reports Due/Activities	1	2	3	4	...23	Number of Months
								Subtotal [1]
								Subtotal [2]
								Subtotal [3]
								Subtotal [4]

Full-time: _____
 Reports Due: _____
 Activities Duration: _____
 Location: _____

Part-time: _____

Signature: _____
 [Authorized representative]

Full Name: _____
 Title: _____
 Address: _____

TPF 6. Activity [Work] Schedule [Bar Chart and S-Curve]

A. Field Investigation and Study Items

Contractor	<i>[1st, 2nd, etc. are months from the start of project.]</i>												
Designer [as applicable]	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity [Work]													

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report [a] First Status Report [b] Second Status Report	
3. Draft Report	
4. Final Report	

TPF 7. Format of Curriculum Vitae [CV] For Proposed Key Personnel

7.1 **Proposed Position:** _

7.2 **Name of Contractor:** _____

7.2.1 **Name of Designer [as applicable]:**

7.3 **Name of Staff:** _____

7.4 **Profession:** _

7.5 **Date of Birth:** _____

7.6 **Years with Firm/Entity:** ____ 7.7 **Nationality:** _____

7.8 **Membership in Professional Societies:** ____

7.9 **Detailed Tasks Assigned with Firm:** _____

7.10 **Key Qualifications:** *Give an outline of staff member's experience and Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page.*

7.11 **Education:** *Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

7.11a. **Training/Seminars Attended:** List at least three [3] related trainings/seminars.

7.12 **Employment Record:** *[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

7.13 **Ongoing Projects if any:**

Name of Project	Owner	Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____

7.14 **Languages:** *For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.*

7.15 Key Personnel's Certification and Affidavit of Commitment to Work On The Contract

_____ Date

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

Address: *[insert address]*

Contract ID:

Contract Name: Construction Of the Emergency 911 national Office and Command Center Building

Location of the Contract: Quezon City

Dear Sir/Madame:

1. I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.
2. I hereby confirm that *[insert name of Contractor]* has engaged my services for the above particular positions in the above stated Contract if it is awarded to the Contractor.
3. I commit to assume the said position in the above stated Contract once it is awarded to the Contractor, and shall employ the best care, skill, and ability to perform the duties of such position in accordance with the Conditions of Contract, Specifications, Drawings, and other provisions of the Contract Agreement. I am aware that I have to stay in the Jobsite for the duration of my assignment.

Signature of Staff Member

Full Name and Position of Staff Member:

Full Name and Signature of Bidder's
Authorized Representative:

REPUBLIC OF THE PHILIPPINES]

CITY OF _____] S.S.

SUBSCRIBED AND SWORN TO BEFORE ME this _____, day of, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____.

[Notary Public]

PTR No. _____

Until _____

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

7.16 Summary Table of Contractor's Proposed Professional Personnel

Name	Proposed Position	Education ⁴	No. Of Related Trainings ⁵	Years Of Experience	Number of Projects In Same Position	Signed; Notarized Affidavit of Commitment
	Project Architect					
	Structural/Civil Engineer					
	Electrical Engineer					
	Mechanical Engineer					
	Sanitary Engineer					
	Geotechnical Engineer					
	Quantity & Cost Engineer/Architect					
	Key Personnel For Construction Stage					
	Project Manager					
	Project Engineer/Architect					
	Materials Engineer					
	Electrical Engineer					
	Mechanical Engineer					
	Sanitary Engineer/ Master lumber					
	Foreman					

⁴ Graduates and/or Higher Degrees in Civil, Electrical, Mechanical Engineering; Transport; Economics; Environmental Sciences.

⁵ Trainings in any of the above disciplines.

10.2 Standard Forms - Financial Aspects

[To Be Included In Envelope No.2]

FPF 1. Summary of Design Cost [Lump Sum Bid Prices] Construction of Four-Storey Emergency 911 National Office and Command Center Building

Detailed Engineering Design [3.0% of Total Cost]	Quantity	Unit	Amount
<p>3.0% of Total Estimated Direct Cost of Civil Works Item *</p> <p>Note:</p> <p>*The amount for VAT for Detailed Engineering Design is already included in the 3.0% of Total Estimated Direct Cost of Civil Works</p>	1.00	l.s.	_____

FPF 2. Scope of Work Summary Cost: Construction of Three-Storey Emergency 911 National Office and Command Center Building

[Note: Section IX Bill of Quantities for the above-mentioned project is used as reference only; it may increase or decrease depending on the result of the detailed engineering design of the Contractor.]

Summary Of Quantities And Cost

Item Spec. No.	Description	Unit	Qty.	Unit Cost	Total Cost (Peso)
1	Gen. Requirements	1	l.s		
2	Site Works/Earthworks	1	l.s		
3	Concrete Works	1	l.s		
4	Reinforcement Works	1	l.s		
5	Formworks	1	l.s		
6	Masonry Works	1	l.s		
7	Metal Works	1	l.s		
8	Roofing Works	1	l.s		
9	Tile Works	1	l.s		
10	Doors and Windows	1	l.s		
11	Carpentry Works	1	l.s		
12	Painting Works	1	l.s		
13	Mechanical & Fire Protection Works	1	l.s		
14	Electrical Works	1	l.s		
15	Plumbing Works	1	l.s		
	Estimated Direct Cost				
Description Of Works And Breakdown Of Estimates					Total Cost (Peso)
1	Materials Cost				
2	Labor Cost				
3	Profit				
4	Overhead, Contingency, Miscellaneous				
5	Tax				
6	Detailed Engineering Design (3% of Civil Works)				
Total					
TOTAL BID PRICE IN WORDS AND FIGURES:					

READ AND ACCEPTED AND GOOD FOR AGREEMENT

Date: _____

Signature: _____

For the Capacity as: _____

Duly authorized to sign Bids and on behalf of: _____

FPF 3. Summary of Detailed Unit Price Analysis [Design and Construction]

PROJECT: Construction of Emergency 911 National Office and Command Center Building					
DESCRIPTION:					
1]	Quantity				
2]	Name And Capacity Of Equipment [Operated]	No. of Unit	No. of Hours	Unit Rate	Total Cost [Peso]
	Total Equipment Cost				
3]	Designation of Labor	No. of Men	No. of Hours	Unit Rate	Total Cost [Pesos]
	Total Labor Cost				
4]	Description of Materials	Quantity	Unit	Unit Price	Total Cost [Pesos]
	Total Materials Cost				
5]	ESTIMATED DIRECT COST [2+3+4]				
6]	MARK-UP [___% OF 5]				
7]	VALUE ADDED TAX 12% OF [5+6]				
8]	TOTAL COST OF ITEM [5+6+7]				
9]	UNIT COST OF ITEM [8/1]				

BILL OF QUANTITIES
Construction of the Three-Storey Emergency 911 National Office and Command
Center Building
Quezon City, Metro Manila
Design and Build Scheme

Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)	Remarks
PART A.	Construction of the Emergency 911 National Office and Command Center Building (Direct Cost)					
A.1	Facilities for the Engineers	mo.	12	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.2	Permits	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.3	Site Works/Earthworks/ Demolition/ Termite Control	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.4	Architectural Works, ACP Cladding	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.5	Concrete Works (Progressive construction)	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.6	Reinforcement Works (Progressive Construction) With Base Isolation System	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.7	Formworks Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.8	Roofing Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.9	Tileworks	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.10	Doors, Windows and curtain walls	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.11	Metal Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.12	Masonry Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.13	Water Proofing Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	

READ AND ACCEPTED AND GOOD FOR AGREEMENT

Date: _____

Signature: _____

For the Capacity as: _____

Duly authorized to sign Bids and on behalf of: _____

BILL OF QUANTITIES
Construction of the Three-Storey Emergency 911 National Office and Command
Center Building
Quezon City, Metro Manila
Design and Build Scheme

Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)	Remarks
PART A.	Construction of the Emergency 911 national Office and Command Center Building (Direct Cost)					
A.13	Carpentry Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.14	Painting Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.15	Mechanical Works (Air Conditioning and Ventilation System)	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.16	Fire Protection Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.17	Electrical Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.18	Information and Communications Technology Plans					
A.19	Plumbing Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
	Sub-Total Cost (Part A)			In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	

READ AND ACCEPTED AND GOOD FOR AGREEMENT

Date: _____

Signature: _____

For the Capacity as: _____

Duly authorized to sign Bids and on behalf of _____

BILL OF QUANTITIES
Construction of the Three-Storey Emergency 911 National office and Command
Center Building
Quezon City, Metro Manila
Design and Build Scheme

PART B	OTHER GENERAL REQUIREMENTS				
B.1	Provide Project Sign Board	each	2.00	In words: Pesos	In words: Pesos
				In figures: Pesos	In figures: Pesos
B.2	Construction Safety and Health	L.S	1.00	In words: Pesos	In words: Pesos
				In figures: Pesos	In figures: Pesos
B.3	Mobilization/Demobilization	L.S	1.00	In words: Pesos	In words: Pesos
				In figures: Pesos	In figures: Pesos
	SUB TOTAL COST (PART B)	L.S	1.00	In words: Pesos	In words: Pesos
				In figures: Pesos	In figures: Pesos

READ AND ACCEPTED AND GOOD FOR AGREEMENT

Date: _____

Signature: _____

For the Capacity as: _____

Duly authorized to sign Bids and on behalf of: _____

BILL OF QUANTITIES
Construction of the Three-Storey Emergency 911 National Office and Command
Center Building
Quezon City, Metro Manila
Design and Build Scheme

Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)	Remarks
PART C	Profit (__ % of Part A)	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
PART D	Overhead Cost and Maintenance (__ % of Part A)	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
PART E	Taxes (__ % of Part A to Part C)	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
PART F	Detailed Architectural and Engineering Design (__ % of Part A to Part E) as defined in RA9184.	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
	GRAND TOTAL COST for Design and Construction (Part A to Part F)	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	

READ AND ACCEPTED AND GOOD FOR AGREEMENT

Date: _____
Signature: _____
For the Capacity as: _____
Duly authorized to sign Bids and on behalf of: _____

FPF 4. Cash Flow by Quarter and Payments Schedule [Design and Construction] In Per Cent and PhP M, Construction of Three-Storey Emergency 911 National Office and Command Center Building

Phase														TOTAL
		1	2	3	1	2	3	1	2	3	1	2	3	
4.1	Design													
	Amount [PhP]													
	Per Cent [%]													
4.2	Construction													
	Amount [PhP]													
	Per Cent [%]													
Total														

Submitted by:

Name and Signature of Contactor's Authorized Representative
Name of Contractor

11.0 Other Bid Forms

11.1 Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES]
CITY/MUNICIPALITY OF _____] S.S.

A F F I D A V I T

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 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 of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];

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 and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization [e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture]];

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative[s] to verify all the documents submitted;

6. *Select one, delete the rest:*

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

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

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

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

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

- a] Carefully examine all of the Bidding Documents;
- b] Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c] Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d] Inquire or secure Supplemental/Bid Bulletin[s] issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Bidder's Representative/Authorized Signatory

[JURAT]

* This form will not apply for WB funded projects.

11.2 Letter Of Acceptance Of Procuring Entity Of Bidder's Bid Price

[Letterhead of the Entity]

Date: *[insert date]*

To: *[Name and address of Contractor]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of Contract and identification number as given in the ITB]* for the Contract Price of *[insert amount in specified currency]*, as corrected and or modified⁴⁶ if applicable, in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are hereby instructed to come to our office located at *[insert address]* to sign the formal agreement on *[date]* at *[time]*.

Authorized Signature: _____

Name: _____

Designation: _____

⁶ Delete "corrected and" or "corrected and modified" if not applicable

11.3 Draft Contract Agreement For The Construction of Emergency 911 National Office and Command Center Building

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between:

The **GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES** through the Department of the Interior and Local Government represented herein by _____, duly authorized for this purpose, with main office address at Quezon City hereinafter referred to as the **“FIRST PARTY”**;

-And-

_____, a corporation organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at _____, represented herein by _____, duly authorized for this purpose, hereinafter referred to as the **“SECOND PARTY”**

WITNESSETH:

WHEREAS, the **SECOND PARTY** was awarded by the **FIRST PARTY** the contract for the _____ for having submitted the Lowest Calculated Responsive Bid in a public bidding conducted by the **FIRST PARTY** on _____; and

WHEREAS, the award in the amount of _____ [P—] was accepted by the **SECOND PARTY**.

NOW, THEREFORE, for and consideration of the foregoing premises, the parties hereto agree as follows:

1. The **SECOND PARTY** shall, using its own equipment, manpower and financial resources, fully and faithfully executed the _____ in accordance with the approved plans and specifications within a period of _____ calendar days.
2. The following documents shall be deemed as forming part of this contract:
 - a] DPWH Standard Specifications 1988, Volume I, Requirements and Conditions of Contract;

- b] DPWH Technical Specifications for Roads and Bridges 2004, Volume II;
- c] Invitation to Apply for Eligibility and to Bid;
- d] Notice of Award and Second Party's Conformity thereto;
- e] Performance Security;
- f] Credit Line/Cash Deposit Certificate;
- g] Program of Work;
- h] Cost Estimates;
- i] Abstract of Bids;
- j] Resolution of the Bid and Award Committee;
- k] Equipment Utilization Schedule;
- l] Construction Schedule and S-Curve;
- m] Project Organizational Chart;
- n] Construction Safety and Health Program;
- o] Affidavit/Certificate of Site Inspection;
- p] Instructions to Bidders;
- q] Constructor's All Risk Insurance Policy;
- r] Certification under oath of the Second Party of its compliance with the existing labor laws and standards;
- s] Authority of the Second Party's representative to sign the contract;
- t] Sworn affidavit of the Second Party of its compliance with the Disclosure Provision under Sec. 47 of the Republic Act 9184 in relation to Republic Act 1019, as amended; and
- u] All Relevant provisions of RA 9184 and its IRR-A and GPPB Resolutions shall apply to this contract
- v] All other documents not herein above mentioned including Bidding Documents and Bid Proposal,

3. In consideration of the payments to be made by the **FIRST PARTY** to the **SECOND PARTY** in the amount of _____, the **SECOND PARTY** hereby covenants to fully and faithfully execute the following items of work in the amount indicated hereunder following strictly in accordance with the specifications of this contract, namely:

BILL OF QUANTITIES

PAY ITEM NO	DESCRIPTION	AMOUNT
----------------	-------------	--------

4. This **CONTRACT** shall not take effect until the **CONTRACTOR** has furnished and delivered to the **EMPLOYER** a Performance Security that is fully acceptable to the **EMPLOYER** in the form and amount as required in the Instruction to Bidders.
5. In case the **CONTRACTOR** lags behind schedule in its work and incurs 15% or more negative slippage, based on his approved PERT/CPM, the Secretary of the Department of the Interior and Local Government shall terminate or rescind the contract as the case may be pursuant to existing laws, rules and regulations.

6. The provision of R.A. 6685 as implemented by DPWH Department Order No. 51, series of 1990 is hereby incorporated as part of this **CONTRACT**.
7. The **CONTRACTOR** shall comply with and strictly observe, all laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws as per Ministry Order No. 9, series of 1981.
8. The **CONTRACTOR warrants** that it has not given nor promised to give any money or gift to any employee of the **EMPLOYER** [or any Philippine Government Instrumentality] to secure this **CONTRACT**.
9. The **CONTRACTOR** shall return to the DILG upon completion of the project all materials used as temporary structures whether billed separately as pay item[s] or included as component of the pay item[s], all facilities purchased for the use of the Engineer and items purchased for Safety and Health Program. Compliance herein by the contractor shall be the responsibility of the Project Engineer. The documents showing acceptance by the appropriate official of DILG shall be required as one of the supporting documents to the final payment of the contract;
10. Within a period of Fifteen [15] years after completion and final acceptance of the **PROJECT**, the **CONTRACTOR** shall remain liable for any damages or defects discovered on the works due to faulty construction or the use of materials of inferior quality or violation of terms of the **CONTRACT**. The **CONTRACTOR** shall be held responsible for any damage or destruction of works except those occasioned by force majeure as provided for in Section 62.2 of R.A. 9184. Likewise, Section 62.2.1, Section 62.2.2 and Section 62.2.3 of R.A. 9184 shall also be observed by the **CONTRACTOR**.
11. If any dispute or difference of any kind whatsoever arises between the DILG and the **CONTRACTOR** in connection with or arising out of the **CONTRACT**, or carrying out of the **WORKS**, it shall be settled by both parties. However, if both parties is not settled, such dispute may be submitted to, and settled by, the Construction Industry Arbitration Commission [CIAC] created by Executive No. 1088.
12. The **CONTRACTOR** shall pay taxes in full and on time and that failure to do so will entitle the government to suspend payment for any goods or services by the private contracting party.
13. The **CONTRACTOR** shall regularly present, within the duration of the contract, a tax clearance from the Bureau of Internal Revenue [BIR], as well as, copy of its income and business tax returns duly stamped and received by the BIR and duly validated with tax payments made thereon.

IN WITNESS WHEREOF, the parties hereto set their respective hands on the day, month and year first above written.

GOVERNMENT OF THE REPUBLIC
OF THE PHILIPPINES
[Department of the Interior and Local Government]

NAME OF CONTRACTOR

[FIRST PARTY]
REPRESENTED BY:

[SECOND PARTY]
REPRESENTED BY:

Head of Implementing Office
[Witness]

[Witness]

Approved this _____ day of _____ year _____.

APPROVED:

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

11.4 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 his 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 numbers and in words]*⁷ 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 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 hereby waive the necessity of demand of the said debt from the contractor before presenting us with the demand.

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 there under 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 until a date TWENTY EIGHT [28] days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

⁷ An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, and denominated in the specified currency.

11.5 Bank Guarantee For Advance Payment

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

Gentlemen:

In accordance with the provisions of the **GCC** Clause 39 of the above-mentioned Contract, *[name and address of contractor]* [hereinafter called “the contractor”] shall deposit with *[name of PROCURING ENTITY]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee]* *[amount in words]*⁸

We, the *[Bank or Financial Institution]*, as instructed by the contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of PROCURING ENTITY]* on his first demand without whatsoever right of objection on our part and without his first claim to the contractor, in the amount not exceeding *[amount of Guarantee]* *[amount in words]*⁹

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between *[name of PROCURING ENTITY]* 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 remain valid and in full effect from the date of the advance payment under the Contract until *[name of PROCURING ENTITY]* receives full repayment of the same amount from the contractor.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

⁸ *An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in the specified currency of the Advance Payment as specified in the Contract.*

⁹ *An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in the specified currency of the Advance Payment as specified in the Contract.*

SECTION XI

MINIMUM EQUIPMENT

REQUIREMENTS

SECTION XI. MINIMUM EQUIPMENT REQUIREMENTS

No.	Equipment	O	O or L	Total
1	Backhoe with attachment 0.50-1.00m ³	2	1	2
2	Dump Truck 9-10 cu.m	2	-	2
3	Water Truck 1000 gals.	1	-	1
4	Generator Set 301-350kw	1	-	1
5	Truck Mounted Crane, 25 tons	1	-	1
6	Concrete Vibrator	3	-	3
7	Plate Compactor	1	-	1
8	Welding Machine, 300 amp.	3	-	3
9	One Bagger Concrete Mixer	2	-	2
Total		16	1	16
O or L – Owned or Leased				

Note: The Bidder shall furnish Certified True Copies of Ownership and/or Lease Agreement as specified.



**Republic of the Philippines
Office of the Secretary
Department of the Interior and Local Government**

**BIDDING DOCUMENTS
FOR THE
CONSTRUCTION OF
THREE-STOREY EMERGENCY 911 NATIONAL
OFFICE AND COMMAND CENTER BUILDING
WITH LOWER GROUND PARKING AND
ROOF DECK**

DESIGN AND BUILD SCHEME

LOCATION: QUEZON CITY

CONTRACT ID No.: E911NOCC-2019-001

(FEBRUARY 2020)



**Republic of the Philippines
Office of the Secretary
Department of the Interior and Local Government**

**BIDDING DOCUMENTS
FOR THE
CONSTRUCTION OF
THREE-STOREY EMERGENCY 911 NATIONAL
OFFICE AND COMMAND CENTER BUILDING
WITH LOWER GROUND PARKING AND
ROOF DECK**

DESIGN AND BUILD SCHEME

LOCATION: QUEZON CITY

CONTRACT ID No. E911NOCC-2019-001

(FEBRUARY 2020)

BIDDING DOCUMENTS

For the Construction Of Three-Storey Emergency 911 National Office and Command Center Building With Lower Ground Parking and Roof Deck

**Design and Build Mode
Location: Quezon city**

**CONTRACT ID No. E911NOCC-2019-001
(February 2020)**

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Department of the Interior and Local Government

Section I.

Invitation To Bid

Republic of the Philippines
Department of the Interior and Local Government
DILG-NAPOLCOM Center, EDSA cor. Quezon Ave., Quezon City

INVITATION TO BID

1.0 The Department of the Interior and Local Government (DILG) [hereinafter referred to as “*the Procuring Entity*”] through the DILG Fund for CY 2019 intends to apply the sum of **Two Hundred Million Pesos (PhP 200,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for “***Construction of Three-Storey Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck***” with Project Reference/Contract I.D. No. **E911NOCC-2019-001**, [otherwise known as “*the Project*”] and using Design and Build Scheme in accordance with Annex “G” of the Revised Implementing Rules and Regulations of R.A. No. 9184, otherwise known as the “Government Procurement Reform Act” (IRR/RA No. 9184). Bids received in excess of the ABC shall be automatically rejected at bid opening.

2.0 The Department of the Interior and Local Government now invites bids for the project below.

- | | | | |
|-----|--|---|--|
| 2.1 | <i>Project Reference No/Contract ID:</i> | : | E911NOCC-2019-01 |
| 2.2 | Approved Budget for the Contract | : | PhP 200,000,000.00 |
| 2.3 | Contract Name | : | <i>Construction of Three-Storey Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck</i> |
| 2.4 | Calendar Days | : | 365 Calendar Days |
| | 2.4.1 Design Preparation | : | Sixty [60] Calendar Days |
| | 2.4.2 Construction | : | Three Hundred Five [305] Calendar Days |

The project involves the **Design and Build of the *Three-Storey Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck***

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.

- 3.0 Bidding will be conducted through open competitive bidding procedures with a Two-Step Evaluation Procedure using a non-discretionary “Pass”/“Fail” evaluation with a Point System, as specified in Annex “G” IRR/RA No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least seventy five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.

- 4.0 Interested bidders may obtain further information from DILG SBAC Secretariat, and inspect the Bidding Documents at the address given below, Working Days from 9:00 A.M. to 4:00 P.M.
- 5.0 A complete set of Bidding Document may be purchased by interested Bidders on February 15, 2020 from the address below and upon payment of applicable fee for the bidding documents, pursuant to the latest guidelines issued by the GPPB, in the amount of **Php 50, 000.00**.

It may also be downloaded free of charge from the website of the Philippines Government Electronic Procurement System [PhilGEPS] and the website of the Department of the Interior and Local Government, provided that bidders shall pay the fee for the Bidding Document until 10:30 A.M. on the day of submission of their bids on March 9, 2020.

- 6.0 The DILG-SBAC will hold a Pre-Bid Conference on February 24, 2020 10:00AM at the 27th Floor, Multi-purpose Hall, DILG-NAPOLCOM Center, EDSA corner Quezon Avenue, Quezon City, which shall be open to prospective bidders.
- 7.0 Bids must be duly received by the DILG-SBAC Secretariat at the address below on or before March 9, 2020 10:30AM. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be on March 9, 2020 10:30AM at the 27th Floor, Multi-purpose Hall, DILG-NAPOLCOM Center, EDSA corner Quezon Avenue, Quezon City. Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below. Late bids shall not be accepted.

- 8.0 a. The eligibility of Design and Build Contractors shall be based on provisions of Annex “G”, IRR/R.A. No. 9184, including Legal, Technical and Financial requirements. In the technical requirements, the Design and Build Contractor [as in solo or in joint venture/consortia] should be able to comply with the experience requirement under the IRR/R.A. No. 9184, where one [1] of the parties [in a joint venture/consortia] should have completed at least one [1] similar project, over the last five (5) years from the date of Bid submission, both in design and construction, with at least 50% of the cost of the ABC of the Project-At-Hand or **One Hundred Million Pesos (PhP 100,000,000.00)**; the joint venture/consortia Contractor must also submit Class “A” and Class “B” Documents;
- b. In the event that the design and construction shall be accomplished separately by

- b. In the event that the design and construction shall be accomplished separately by the parties in a JVA, sub-contracting or partnerships, as the case may be, the party that will accomplish the design should have at least one similar project, the cost of which is equivalent to at least 50% of the 3% of the ABC, while the party tasked to accomplish the construction component, should have at least one similar project, the cost of which is equivalent to at least 50% of the 97% of the ABC.
- c. In accordance with provisions of Annex "G" IRR/RA No. 9184, Bidders shall submit Bids in two [2] separately sealed envelopes. The first envelope [Technical Proposal] shall contain all the required Class "A" documents for infrastructure projects and additional documents specified in the Bid Data Sheets and Bid Forms of the Bidding Documents. The second envelope (Financial Proposal) shall contain all the required documents for infrastructure specified in Bid Data Sheets and Bid Forms.
- 9.0 The DILG reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
- 10.0 For further information, please refer to:

Office of the SBAC Secretariat
20th Floor, Emergency 911 National Office
DILG-NAPOLCOM Center
EDSA corner Quezon Avenue, Quezon City
Tel No: (02) 8925-9111/ (02) 8928-7281
Email Add: e911no@gmail.com


MANUEL B. FELIX
Assistant Secretary for Peace and Order
SBAC Chairperson

Section II.

Instruction To Bidders [ITB]

Section II. Instructions to Bidders [ITB]

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A. General

1. Scope of Bid

- 1.1. The Procuring Entity as defined in the **BDS**, invites bids for the construction of Works, as described in Section VI – Technical Specifications and Special Provisions based on Section VIII – Terms of Reference [TOR] and Section XIII – Minimum Performance Specifications and Parameters. The name and identification number of the Contract is provided in the **BDS**.
- 1.2. The successful bidder will be expected to complete the Works by the intended completion date specified in **SCC Clause 1.16**.

2. Source of Funds

The Procuring Entity has a budget or received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the Contract for the Works.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the BDS, the Procuring Entity, as well as bidders and contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Funding Source:

[a] defines, for purposes of this provision, the terms set forth below as follows:

[i] "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Procuring Entity, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act No. 3019;

[ii] "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders [prior to or after Bid submission] designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the

benefits of free and open competition;

- [iii] “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels;
- [iv] “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract; and
- [v] “obstructive practice” is
 - [aa] deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - [bb] acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- [b] will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
- [c] will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing, or in executing, a Contract funded by the Funding Source.

- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1[a].
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as

reflected in the GCC Clause 34.

4. Conflict of Interest

4.1. All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs [a] through [c] and a general conflict of interest in any of the circumstances set out in paragraphs [d] through [g] below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

1.2. 4.2 In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;

- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c) or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

- 5.1. Unless otherwise indicated in the BDS, the following persons shall be eligible to participate in this Bidding:
- (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines.
 - (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino ownership or interest is less than seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

- 5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**.
- 5.3. Government owned or controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. (a) 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 Philippine Statistics Authority (PSA) consumer price index. However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.
- (b) 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 **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**.

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section X. Bidding Forms as required in **ITB** Clause 12.1[b][iii].

6.2. The Bidder is responsible for the following:

- [a] Having taken steps to carefully examine all of the Bidding Documents;
- [b] Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- [c] Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- [d] Having complied with its responsibility to inquire or secure Supplemental/ Bid Bulletin/s as provided under **ITB** Clause 10.3.
- [e] Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- [f] Ensuring that 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;
- [g] Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- [h] Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- [i] Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- [j] Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of

Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

- [k] Ensuring that it 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;

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: [a] the location and the nature of the contract, project, or 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.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 6.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.

- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. Bidders should note that the Procuring Entity will only accept bids only from those that have paid the non refundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of GOODS and Services

There is no restriction on the origin of Goods, or Contracting of Works or Services other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Works to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Works shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Works will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. [a] If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

[b] The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids, but not earlier than seven (7) calendar days from the posting of the Invitation to Bid/Bidding Documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the

submission and receipt of bids, as specified in the **BDS**.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification(s) on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB Clause Error! Reference source not found..**

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

[a] Eligibility Documents –

Class "A" Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR;
- (ii) Statement 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

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
- (ii.2) date of the contract;

- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) nature of work;
- (ii.6) contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
- (ii.7) total contract value at award;
- (ii.8) date of completion or estimated completion time;
- (ii.9) total contract value at completion, if applicable;
- (ii.10) percentages of planned and actual accomplishments, if applicable; and
- (ii.11) value of outstanding works, if applicable.

The statement of the Bidder's SLCC shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted;

- (iii) Unless otherwise provided in the **BDS**, a valid special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project; and
- (iv) NFCC computation in accordance with ITB Clause 5.5.

Class "B" Documents

- (v) If applicable, Joint Venture Agreement (JVA) in accordance with RA 4566.

[b] Technical Documents –

- [i] Bid security as prescribed in **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - [i.1] a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - [i.2] a surety bond accompanied by a certification coming from an authorized Insurance Commission that a surety

or insurance company is authorized to issue such instrument;

- [ii] Project Requirements, which shall include the following:
 - [ii.1] Organizational Chart for the contract to be bid;
 - [ii.2] List of contractor's 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. These personnel must meet the required minimum years of experience set in the **BDS**; and
 - [ii.3] 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, which must meet the minimum requirements for the contract set in the **BDS**; and
- [iii] Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in **Error! Reference source not found.**

13. Documents Comprising the Bid: Financial Component

13.1. The financial component of the bid shall contain the following:

- [a] Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with **ITB** Clauses 15.1 and 15.3; and
- [b] Any other document related to the financial component of the bid as stated in the **BDS**.

13.2. [a] Unless indicated in the **BDS**, all Bids that exceed the ABC shall not be accepted.

- [b] Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - [i] Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - [ii] The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates

are based on adequate detailed engineering [in the case of works] and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

- [iii] The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.
- [iv] The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- [v] The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1. Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two [2] or more separate bid envelopes.
- 14.2. 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.
- 14.3. Each Bidder shall submit only one [1] Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one [1] bid [other than as a subcontractor if a subcontractor is permitted to participate in more than one bid] will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 15.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a

zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be provided for.

- 15.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- 15.4. All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in GCC Clause **Error! Reference source not found.** Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

- 16.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the Bid opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty [120] calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be

considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

- 18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two percent (2%)
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, the Bank Draft/ Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security;</p>	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 32.2, within ten (10) calendar days from receipt of the Notice of

Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB Clause Error! Reference source not found..**
- 18.4. Upon signing and execution of the contract, pursuant to **ITB Clause 31**, and the posting of the performance security, pursuant to **ITB Clause 32**, the successful Bidder's Bid security will be discharged, but in no case later than the Bid security validity period as indicated in **ITB Clause 18.2**.
- 18.5. The bid security may be forfeited:
 - [a] if a Bidder:
 - [i] withdraws its bid during the period of bid validity specified in **ITB Clause 17**;
 - [ii] does not accept the correction of errors pursuant to **ITB Clause 27.3[b]**;
 - [iii] has a finding against the veracity of the required documents submitted in accordance with **ITB Clause 28.2**;
 - [iv] submission of eligibility requirements containing false information or falsified documents;
 - [v] submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - [vi] allowing the use of one's name, or using the name of another for purposes of public bidding;
 - [vii] withdrawal of a bid, or refusal to accept an award, or enter into

contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;

- [viii] refusal or failure to post the required performance security within the prescribed time;
 - [ix] refusal to clarify or validate in writing its bid during post-qualification within a period of seven [7] calendar days from receipt of the request for clarification;
 - [x] any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
 - [xi] failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - [xii] all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three [3] times within a year, except for valid reasons.
- [b] if the successful Bidder:
- [i] fails to sign the contract in accordance with **ITB** Clause 31; or
 - [ii] fails to furnish performance security in accordance with **ITB** Clause 32.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section X. Bidding Forms on or before the deadline specified in the **ITB** Clause 21 in two [2] separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Bill of Quantities, under

Section IX hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and “COPY NO. ____ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____”, respectively. These envelopes containing the original and the copies shall then be enclosed in one [1] single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
- [a] contain the name of the contract to be bid in capital letters;
 - [b] bear the name and address of the Bidder in capital letters;
 - [c] be addressed to the Procuring Entity’s BAC identified in **ITB** Clause 10.1;
 - [d] bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - [e] bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause **Error! Reference source not found.**, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of Bid Submission and Opening, the Bidder's name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the

imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the Bids in public, immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the BDS, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in ITB Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the BDS, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible Bidder whose first bid envelope was rated "passed." The second envelope of each complying Bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed." Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in ITB Clause **Error! Reference source not found.**, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR.:
 - a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;

- b) Mayor's/Business permit issued by the local government where the principal place of business of the Bidder is located; and
 - c) Audited Financial Statements showing, among others, the prospective Bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the documents required in **ITB** Clauses 12.1[a][i] and 12.1[a][ii]. Submission of documents required under **ITB** Clauses 12.1[a][iii] to 12.1[a][vi] by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.9. The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the Bid Opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.10. To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of Bid evaluation, Bid comparison or contract award will result in the rejection of the Bidder's Bid.

26. Clarification of Bids

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered

27. Detailed Evaluation and Comparison of Bids

27.1. The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to ITB Clause 24, in order to determine the Lowest Calculated Bid.

27.2. The Lowest Calculated Bid shall be determined in two steps:

- [a] The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
- [b] The ranking of the total bid prices as calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

27.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary "pass/fail" criterion. The BAC shall consider the following in the evaluation of bids:

- [a] Completeness of the bid. Unless the BDS allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
- [b] Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

27.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the

ABC shall not be considered, unless otherwise indicated in the **BDS**.

- 27.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.
- 27.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax [VAT], income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 27.7. If so indicated pursuant to **ITB** Clause 1.2. Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids 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 prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 27.3.

28. Post Qualification

- 28.1. The SBAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, **Error! Reference source not found.**, and **Error! Reference source not found.**
- 28.2. 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**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 28.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses **Error! Reference source not found.** and **Error! Reference source not found.**, as well as other information as the Procuring Entity deems necessary

and appropriate, using a non-discretionary “pass/fail” criterion, which shall be completed within a period of twelve (12) calendar days.

- 28.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to **ITB Clause Error! Reference source not found.**
- 28.5. A negative determination shall result in rejection of the Bidder’s bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid, with a fresh period to make a similar determination of that Bidder’s capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation of contract award.
- 28.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the Bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

29. Reservation Clause

- 29.1. Notwithstanding the eligibility or post-qualification of a bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder’s capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any

liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- [a] if there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- [b] if the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- [c] for any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the Government as follows:
 - [i] If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
 - [ii] If the project is no longer necessary as determined by the head of the procuring entity; and
 - [iii] If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

29.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

- [a] No bids are received;
- [b] All prospective bidders are declared ineligible;
- [c] All bids fail to comply with all the bid requirements or fail post-qualification; or
- [d] The Bidder with the LCRB refuses, without justifiable cause, to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

30. Contract Award

30.1. Subject to **ITB** Clause 28, the Procuring Entity shall award the contract to the Bidder whose Bid has been determined to be the Lowest Calculated and Responsive Bid [LCRB].

- 30.2. Prior to the expiration of the period of Bid validity, the Procuring Entity shall notify the successful Bidder in writing that its Bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two [2] days by the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder; or
 - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a pre-condition to the Award;
 - [b] Posting of the performance security in accordance with **ITB** Clause 32;
 - [c] Signing of the contract as provided in **ITB** Clause 31; and
 - [d] Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31. Signing of the Contract

- 31.1. At the same time as the Procuring Entity notifies the successful Bidder that its Bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2. Within ten [10] calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 31.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten [10] calendar day period provided that all the documentary requirements are complied with.
- 31.4. The following documents shall form part of the contract:

- [a] Contract Agreement;
- [b] Bidding Documents;
- [c] Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
- [d] Performance Security;
- [e] Notice of Award of Contract; and
- [f] Other contract documents that may be required by existing laws and/or specified in the **BDS**.

32. Performance Security

- 32.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten [10] calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 32.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price as stated in the **BDS** in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Ten percent (10%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

- 32.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

33. Notice to Proceed

Within seven (7) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

34. Protest Mechanism

- 34.1. Decision of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III.

Bid Data Sheet [BDS]

Section III. Bid Data Sheet [BDS]

ITB	ITB Clause
1.1	The PROCURING ENTITY is the Department of the Interior and Local
1.2	Name of Project: “Construction of Three-Storey Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck” The identification number of the Contract is E911NOCC-2019-001
2.1	The Funding Source is the DILG . 2.1.1 Pesos Two Hundred Million under the DILG Regular Fund, FY 2019 General Appropriations Act, RA 11260; and for a total cost of Pesos Two Hundred Million [PhP 200,000,000.00] being the Approved Budget for the Contract [ABC] to payments under the Contract I.D. No. <u>E911NOCC-2019-001</u> . The project involves “ <i>Construction of Three-Storey Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck</i> ”
3.1	No further instructions.
5.1	Eligible bidders shall be as stated in the ITB Clause. In addition, eligible bidders shall qualify or comply with the following: 1. Bidders with valid Philippine Contractors Accreditation Board (PCAB) License, at least Category “A”; General Building Bidders who have successfully undertaken and completed design and/or construction projects/contracts of similar type, costing at least fifty percent (50%) of the ABC in the last five (5) years.
5.1	A Concrete Building Structure is the Procuring Entity’s choice of building technology/ system in view of the need for consistency in the quality of the major building components, the need to deliver the project at the shortest period possible and the need to generate savings in the construction and the operation and maintenance (O&M) of the project as much as possible.

	<p>2. The Designer(s) shall be an architect (i.e. a natural person), or an architectural firm of two or more associated individuals or a partnership (with limitations as required in Section 37 of the IRR of R.A. No. 9266 or the Architecture Act of 2004) i.e. a juridical entity, registered and licensed to practice architecture, with design experience as stated above. In the case of a natural person who must be a registered and licensed architect (RLA), the PRC certificate of registration, the PRC professional identification card (PIC i.e. renewable license) and the professional/privilege tax receipt (PTR) are required for presentation in full accordance with Sec. 21 of R.A. No. 9266. In the case of a juridical entity, proof of such entity's prior registration with both the SEC and the Professional Regulatory Board of Architecture (PRBoA) is required, in addition to the documentary requirements for the natural persons who own and manage the juridical entity, and who must all be registered and licensed architects (RLAs).</p>
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
8.1	<p>The Design and Build Contractor may subcontract Specialty Works, such as, but not limited to, the following and subject to the approval of the Procuring Entity:</p> <ol style="list-style-type: none"> 1. Detailed Engineering Design Works; 2. Plumbing Works; 3. Electrical Works; 4. Mechanical Works; 5. Fire Protection Works; and 6. Base Isolation System. <p>Provided that if the Design and Build Contractor shall subcontract the Detailed Engineering Design Works, the Contractor shall enter into a Subcontract or Consortium Agreement with a the Design Entity which shall also submit Class "A" and Class "B" as part of the Contractor's Eligibility Information, in accordance with Annex G IRR/R.A. No. 9184 and pertinent Sections of the Bidding Documents;</p> <p>Provided further that the Design and Build Contractor does not subcontract more than 20% of the works.</p>
8.2	Sub-contractors must submit and comply with the eligibility requirements specified in ITB 12.1 (a)- Class "A" documents.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on February 24, 2020.

10.1	<p>The Procuring Entity's address is:</p> <p style="text-align: center;">ASEC. MANUEL B. FELIX Chairperson, SBAC <i>20th Floor, Emergency 911 National Office</i> <i>DILG-NAPOLCOM Center</i> <i>EDSA corner Quezon Avenue</i> <i>Diliman, Quezon City</i> <i>Tel No: (02) 8925-9111/ (02) 8928-7281</i> <i>Email Add: e911no@gmail.com</i></p>
10.2	No further instructions.
10.3	<p>If the Procuring Entity maintains a registry system using the PhilGEPS or its own electronic system:</p> <p>The first envelope shall contain the eligibility and technical documents stated in the ITB Clause. However, if the Bidder maintains a current and updated file of his Class "A" Documents with the Procuring Entity, a written letter of intent may be submitted in lieu of the Class "A" Documents; otherwise, it shall submit an application for eligibility and its latest Class "A" Documents five [5] days prior to set date of submission of bids. Any application for eligibility or updates submitted after the deadline for the submission of the letter of intent shall not be considered for the bidding at hand.</p>
12.1	<p>Additional submittal in the first envelope during opening of bids in accordance with Annex G of the Revised IRR of RA 9184</p> <ol style="list-style-type: none"> 1. Preliminary Concept Design Plans in accordance with the degree of details specified by the Procuring Entity; 2. Design and Construction Methods; and 3. Value engineering analysis of design and construction method.
12.1[a] [i]	No other acceptable proof of registration is recognized.
12.1[a][iv]	<p>Only bidders with at least Category "A" Philippine Contractor's Accreditation Board (PCAB) License may participate in the bidding</p> <p>For bidders entering into a Joint Venture Agreement, a special PCAB License name after the JV should be submitted in lieu of their individual PCAB License. Individual PCAB License (for those entering a JV) will not be accepted.</p>

12.1[b] [ii] [ii.2]	<p>Key Personnel Capabilities</p> <p>1] The Contractor shall provide the complete list of Key Personnel listed below. All Engineers and Architects shall have valid PRC licenses which shall be attached to individual Curriculum Vitae in Section X. Bid Forms and Qualification Information. The Bid Forms and information required in the detailed Curriculum Vitae shall also be accomplished.</p> <p>2] The Contractor shall also accomplish the Summary Form of Key Personnel. Incomplete Personnel or information in the detailed Curriculum Vitae of each personnel shall be evaluated as <i>“Incomplete/Fail”</i> and the Bid Proposal shall be rejected. The Contractor may, as needed and at its own expense, augment additional professionals and/or support personnel for the optimal performance of all Architectural and Engineering Design Services.</p>
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Key Personnel For Design Stage		Total Years Of Experience	Minimum Number Of Years In Related Projects	Qualifications
1.	Project Architect	10	5	Experience in design and/or supervision in at least five [5] completed and/or ongoing multi-storey building.
2	Structural/Civil Engineer	15	15	Must have experience in structural designs of multi-storey buildings
3	Professional Electrical Engineer	10	5	Design of lighting and power distribution of buildings preferably knowledgeable in developments in emergent efficient lighting technologies.
4	Professional Mechanical Engineer	10	3	Design experience in HVAC and fire protection systems of buildings and preferably knowledgeable in emergent, alternative energy-efficient HVAC technologies and elevators.
5	Sanitary Engineer	10	7	Design of building water supply and distribution, plumbing, and preferably knowledgeable in waste water management/treatment, and emergent, alternative effluent collection and treatment systems.
6	Geotechnical Engineer	10	7	Conduct of geotechnical evaluation, preferably with a degree in Geotechnical Engineering.
7	Quantity & Cost Engineer/ Architect	10	7	Responsible for preparation of specifications, quantities surveying, and unit prices
8	Professional Electronic Communication Engineer	10	10	Conceptualize, design, test and oversee the installation of communications and electronic systems including coordination, communications security and service support.
Key Personnel For Construction Stage				
8	Project Manager	15	10	Certified Project Management Professional with relevant experience on similar and comparable projects in different locations; with proven record of managerial capability through the directing/managing of major civil engineering

				works, including projects of a similar magnitude.
9	Project Site Engineer/ Architect	10	7	Experience in similar and comparable projects and shall preferably be knowledgeable in the application of construction technologies.
10	Materials Site Engineer	10	7	Experience in similar and comparable projects and must be an accredited Materials Engineer II by DPWH.
11	Electrical Site Engineer / Master Site Electrician	10	7	Experience in similar and comparable projects in the installation, power distribution, communication systems [specifically structured and local area network cabling, PABX], building management systems.
13	Mechanical Site Engineer	10	7	Experience in similar and comparable projects in the installation of HVAC, fire protection and elevators.
14	Sanitary Site Engineer / Master Site Plumber	10	7	Experience in similar and comparable projects in the installation of building water supply and distribution, plumbing, waste water management/treatment, and emergent, alternative effluent collection and treatment systems.
	Safety Engineer / Safety Officer	5	3	DOLE Accredited / COSH
15	Foreman	10	7	Experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.
12.1 [b] [ii] [ii.3]		Section XI shows the Minimum Plant/Equipment requirements for the Project.		
13.1[b]		<p>The Approved Budget for the Contract [ABC] is Pesos Two Hundred Million [PhP 200,000,000.00 inclusive of taxes. Any bid with a financial component exceeding this amount shall not be accepted.</p> <p>Bidder to submit Detailed Unit Price Analysis</p>		
14.1		Alternative bids shall be considered but bidders will submit one (1) bid only, either follow the concept or submit an alternative design and construction approach and methodology.		
16.1		The bid prices shall be quoted in Philippine Pesos.		
17.1		Bids will be valid until one hundred twenty [120] calendar days from the date of the opening of bids		

18.1	<p>The bid security shall be in the following amount:</p> <ol style="list-style-type: none"> 1. The amount of Four Million Pesos (Php 4,000,000.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of Ten Million Pesos (Php 10,000,000.00) if bid security is in Surety Bond; or <p>Any combination of the foregoing proportionate to the share of form with respect to total amount of security.</p> <p>3. Bid Securing Declaration</p>
18.2	<p>The bid security shall be valid until one hundred twenty [120] calendar days from the date of the opening of bids.</p>
20.3	<p>Each Bidder shall submit one [1] original and two [2] copies of the first and second components of its bid.</p>
21	<p>The Deadline of Submission and Receipt of Bids / Bid Opening is on March 9, 2020.</p> <p>The address for submission of bids is</p> <p>Asec. Manuel B. Felix Chairperson Special Bids and Awards Committee [SBAC] 20th Floor, Emergency 911 National Office DILG-NAPOLCOM Center EDSA corner Quezon Avenue Diliman, Quezon City Tel No: (02) 8925-9111/ (02) 8928-7281.</p> <p>Email Address: e911no@gmail.com</p>
24.1	<p>The place of bid opening is</p> <p>OSEC Conference Room 27th Floor, DILG-NAPOLCOM Center, EDSA corner Quezon Avenue, Quezon City</p> <p>The date and time of bid opening is March 9, 2020 10:30AM immediately after the deadline for submission of bids.</p>

24.2	<p>The Financial Proposal (second envelope) will be opened after the detailed evaluation of the Technical Proposal (First Envelope)</p> <p>Schedule of the opening of the second envelope will be announced at a later date.</p>
27.3[b]	Bid modification is not allowed.
27.4	No further instructions.
27.5	The evaluation of Bids shall be in accordance with <i>Section 11 Bid Evaluation, Annex G Guidelines For The Procurement And Implementation of Contracts for Design and Build Infrastructure</i>
28.2[b]	<p>Latest VAT and Income Tax Returns filed through the Electronic Filing and Payments System (EFPS).</p> <p>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</p>
32.2	<p>The performance security shall be in the following amount:</p> <ol style="list-style-type: none"> 1. The amount of equivalent to Ten Percent (10%) of the Contract Price in Philippine Peso if performance security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of equivalent to Thirty Percent (30%) of the Contract Price in Philippine Peso (if performance security is in Surety Bond).

Section IV.

General Conditions of Contract

[GCC]

Section IV. General Conditions of Contract [GCC]

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1. Definitions

For purposes of this Clause, boldface type is used to identify defined terms.

- 1.1 The **Arbiter** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC Clause 21.
- 1.2 **Bill of Quantities** refers to a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.
- 1.3 The **Completion Date** is the date of completion of the Works as certified by the Procuring Entity's Representative, in accordance with GCC Clause 49.
- 1.4 The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works.
- 1.5 The **Contract Effectivity Date** is the date of signing of the Contract. However, the contractor shall commence execution of the Works on the Start Date as defined in GCC Clause 1.28.
- 1.6 The **Contract Price** is the price stated in the Letter of Acceptance and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract.
- 1.7 **Contract Time Extension** is the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.
- 1.8 The **Contractor** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.
- 1.9 The **Contractor's Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.10 **Days** are calendar days; months are calendar months.
- 1.11 **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- 1.12 A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.13 The **Defects Liability Certificate** is the certificate issued by Procuring

Entity's Representative upon correction of defects by the Contractor.

- 1.14 The **Defects Liability Period** is the one [1] year period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense.
- 1.15 **Drawings** are graphical presentations of the Works. They include all supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.
- 1.16 **Equipment** refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Work provided by the Contractor and which shall not form or are not intended to form part of the Permanent Works.
- 1.17 The **Intended Completion Date** refers to the date specified in the SCC when the Contractor is expected to have completed the Works. The Intended Completion Date may be revised only by the Procuring Entity's Representative by issuing an extension of time or an acceleration order.
- 1.18 **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.19 The **Notice to Proceed** is a written notice issued by the Procuring Entity or the Procuring Entity's Representative to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.
- 1.20 **Permanent Works** all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity and which shall remain at the Site after the removal of all Temporary Works.
- 1.21 **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.22 The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the SCC.
- 1.23 The **Procuring Entity's Representative** refers to the Head of the Procuring Entity or his duly authorized representative, identified in the SCC, who shall be responsible for supervising the execution of the Works and administering this Contract.
- 1.24 The **Site** is the place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the SCC, or notified to the Contractor by the Procuring Entity's

Representative as forming part of the Site.

- 1.25 **Site Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.26 **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.
- 1.27 **Specifications** means the description of Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.
- 1.28 The **Start Date**, as specified in the SCC, is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- 1.29 A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.
- 1.30 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.
- 1.31 **Work[s]** refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including [i] the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; [ii] the passing of any tests before acceptance by the Procuring Entity's Representative; [iii] and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the SCC.

2. Interpretation

- 2.1 In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this Contract unless specifically defined. The Procuring Entity's Representative will provide instructions clarifying queries about the Conditions of Contract.
- 2.2 If sectional completion is specified in the SCC, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works [other than references to the Completion Date and Intended Completion Date for the whole of the Works].

2.3 The documents forming this Contract shall be interpreted in the following order of priority:

- a) Contract Agreement;
- b) Bid Data Sheet;
- c) Instructions to Bidders;
- d) Addenda to the Bidding Documents;
- e) Special Conditions of Contract;
- f) General Conditions of Contract;
- g) Specifications;
- h) Bill of Quantities; and
- i) Drawings.

3. Governing Language and Law

3.1 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract which are exchanged by the parties shall be written in English.

3.2 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4. Communications

Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is received by the concerned party.

5. Possession of Site

5.1 On the date specified in the SCC, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with 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.

- 5.2 If possession of a portion is not given by the date stated in the SCC Clause 0, 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 shall be in accordance with GCC Clause 47.
- 5.3 The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.
- 5.4 The Contractor shall allow the Procuring Entity's Representative and any person authorized by the Procuring Entity's Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.

6. The Contractor's Obligations

- 6.1 The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.
- 6.2 The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- 6.3 The Contractor shall be responsible for the safety of all activities on the Site.
- 6.4 The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
- 6.5 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, 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.
- 6.6 If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven [7] days and has no further connection with the Work in this Contract.
- 6.7 During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.

- 6.8 The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- 6.9 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.
- 6.10 Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.

7. Performance Security

- 7.1 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 Contractor shall furnish the performance security in any the forms prescribed in ITB Clause 32.2.
- 7.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
- 7.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 7.4 The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- a] There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
 - b] The Contractor has no pending claims for labor and materials filed against it; and
 - c] Other terms specified in the SCC.
- 7.5 The Contractor shall post an additional performance security following the amount and form specified in ITB Clause 32.2 to cover any cumulative increase of more than ten percent [10%] over the original value of the contract as a result of amendments to order or change orders, extra work orders and

supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.

- 7.6 In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent [10%] and that the aggregate of such reductions is not more than fifty percent [50%] of the original performance security.
- 7.7 Unless otherwise indicated in the SCC, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 3688 against any subcontractors be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

8. Subcontracting

- 8.1 Unless otherwise indicated in the SCC, the Contractor cannot subcontract Works more than the percentage specified in **BDS** Clause 8.1.
- 8.2 Subcontracting of any portion of the Works does not relieve the Contractor of any liability or obligation under this Contract. The Contractor will be responsible for the acts, defaults, and negligence of any subcontractors, its agents, servants or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 8.3 If subcontracting is allowed. The contractor may identify its subcontractor during contract implementation stage. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by any Procuring Entity to be eligible, the subcontracting of such portion of the Works shall be disallowed.

9. Liquidated Damages

- 9.1 The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct liquidated damages from

payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity may rescind or terminate this Contract, without prejudice to other courses of action and remedies available under the circumstances.

- 9.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

10. 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.

11. The Procuring Entity, Licenses and Permits

The Procuring Entity shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals, which are required for the Works.

12. Contractor's Risk and Warranty Security

- 12.1 The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.

- 12.2 The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety [90] days from the time the Head of the Procuring Entity has issued an order to undertake repair.

In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.

- 12.3 Unless otherwise indicated in the SCC, in case the Contractor fails to comply with the preceding paragraph, 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.

12.4 After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for “Structural Defects”, *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or “Structural Failures”, *i.e.*, where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:

- a] Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
- b] Consultant – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
- c] Procuring Entity’s Representatives/Project Manager/Construction Managers and Supervisors – The project owner’s representative[s], project manager, construction manager, and supervisor[s] shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;
- d] Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.
- e] Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.

12.5 The warranty against Structural Defects/Failures, except those occasioned on force majeure, shall cover the period specified in the SCC reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.

12.6 The Contractor shall be required to put up a warranty security in the form of

cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

Form of Warranty	Minimum Amount in Percentage [%] of Total Contract Price
a] Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Five Percent [5%]
b] Bank guarantee confirmed by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Ten Percent [10%]
c] Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission	Thirty Percent [30%]

- 12.7 The warranty security shall be stated in Philippine Pesos and shall remain effective for one [1] year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.
- 12.8 In case of structural defects/failure occurring during the applicable warranty period provided in GCC Clause 12.5, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

13. 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.

14. Procuring Entity's Risk

14.1 From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:

- a] The risk of personal injury, death, or loss of or damage to property [excluding the Works, Plant, Materials, and Equipment], which are due to:
 - [i] any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or
 - [ii] negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
- b] The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

15. Insurance

15.1 The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:

- a] Contractor's All Risk Insurance;
- b] Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
- c] Personal injury or death of Contractor's employees; and
- d] Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.

15.2 The Contractor shall provide evidence to the Procuring Entity's Representative that the insurances required under this Contract have been effected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity's Representative. Such evidence and such policies shall be provided to the Procuring Entity's through the Procuring Entity's Representative.

15.3 The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity's Representative the insurance policies in force including the receipts for payment of the current

premiums.

The above insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity's Representative.

- 15.4 If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent [25%] therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 15.5 In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 40 until the Contractor complies with this Clause.
- 15.6 The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:
- a] The issuer of the insurance policy to be replaced has:
 - [i] become bankrupt;
 - [ii] been placed under receivership or under a management committee;
 - [iii] been sued for suspension of payment;
 - [iv] been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
 - [v] where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

16. Termination for Default of Contractor

- 16.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:

- (i) Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent [15%] or more in accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;
- (ii) Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or
- (iii) The Contractor:
 - [a] abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
 - [b] does not actually have on the project Site the minimum essential equipment listed on the Bid necessary to prosecute the Works in accordance with the approved Program of Work and equipment deployment schedule as required for the project;
 - [c] does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
 - [d] neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or
 - [e] sub-lets any part of this Contract without approval by the Procuring Entity.

16.5 All materials on the Site, Plant, Works, including Equipment purchased and funded under the Contract shall be deemed to be the property of the Procuring Entity if this Contract is rescinded because of the Contractor's default.

17. Termination for Default of Procuring Entity

The Contractor may terminate this Contract with the Procuring Entity if the works are completely stopped for a continuous period of at least sixty [60] calendar days through no fault of its own, due to any of the following reasons:

- a] Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of this Contract; or
- b] The prosecution of the Work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial

Commander and approved by the Secretary of National Defense.

18. Termination for Other Causes

- 18.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate this Contract for the convenience of the Procuring Entity if he 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.
- 18.2 The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.
- 18.3 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- a] The Contractor stops work for twenty eight [28] days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;
 - b] The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight [28] days;
 - c] The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;
 - d] A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty four [84] days from the date of the Procuring Entity's Representative's certificate;
 - e] The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative;
 - f] The Contractor does not maintain a Security, which is required;

- g] The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the GCC Clause 9; and
 - h] 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, the following:
 - [i] corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in ITB Clause 3.1[a], unless otherwise specified in the SCC;
 - [ii] drawing up or using forged documents;
 - [iii] using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - [iv] any other act analogous to the foregoing.
- 18.4 The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.
- 18.5 When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under GCC Clause 18.3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.
- 18.6 If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

19. Procedures for Termination of Contracts

- 19.1 The following provisions shall govern the procedures for the termination of this Contract:
- a] Upon receipt of a written report of acts or causes which may constitute ground[s] for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven [7] calendar days, verify the existence of such ground[s] and cause the execution of a Verified Report, with all relevant evidence attached;

- b] Upon recommendation by the Procuring Entity, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:
- [i] that this Contract is being terminated for any of the ground[s] afore- mentioned, and a statement of the acts that constitute the ground[s] constituting the same;
 - [ii] the extent of termination, whether in whole or in part;
 - [iii] an instruction to the Contractor to show cause as to why this Contract should not be terminated; and
 - [iv] special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- c] Within a period of seven [7] calendar days from receipt of the Notice of Termination, the Contractor shall submit to the Head of the Procuring Entity a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven [7] day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating the contract;
- d] The Procuring Entity may, at anytime before receipt of the Bidder's verified position paper described in item [c] above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- e] Within a non-extendible period of ten [10] calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground[s] stated in the Notice to Terminate; and
- f] The Head of the Procuring Entity may create a Contract Termination Review Committee [CTRC] to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity.

19.2 Pursuant to Section 69[f] of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one [1] year for the first offense, suspension for two [2] years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

- a] Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed [“NTP”];
- b] Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative[s] pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
 - [i] Employment of competent technical personnel, competent engineers and/or work supervisors;
 - [ii] Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - [iii] Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - [iv] Deployment of committed equipment, facilities, support staff and manpower; and
 - [v] Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
- c] Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- d] Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System [“CPES”] rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Contractor shall be construed as poor

performance:

- [i] Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
 - [ii] Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.
- e] Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

In addition to the penalty of suspension, the performance security posted by the contractor shall also be forfeited.

20. Force Majeure, Release From Performance

- 20.1 For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.
- 20.2 If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity’s Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.
- 20.3 If the event continues for a period of eighty four [84] days, either party may then give notice of termination, which shall take effect twenty eight [28] days after the giving of the notice.
- 20.4 After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:
- a] any sum to which the Contractor is entitled under GCC Clause 28;
 - b] the cost of his suspension and demobilization;
 - c] any sum to which the Procuring Entity is entitled.

- 20.5 The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

21. Resolution of Disputes

- 21.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 21.2 If the Contractor believes that a decision taken by the PROCURING ENTITY's Representative was either outside the authority given to the PROCURING ENTITY's Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the SCC within fourteen [14] days of the notification of the PROCURING ENTITY's Representative's decision.
- 21.3 Any and all disputes arising from the implementation of this Contract covered by the R.A. No. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": *Provided, however,* That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of the Act and its IRR: *Provided, further,* That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

22. Suspension of Loan, Credit, Grant, or Appropriation

In the event that the Funding Source suspends the Loan, Credit, Grant, or Appropriation to the Procuring Entity, from which part of the payments to the Contractor are being made:

- a] The Procuring Entity is obligated to notify the Contractor of such suspension within seven [7] days of having received the suspension notice.
- b] If the Contractor has not received sums due it for work already done within forty five [45] days from the time the Contractor's claim for payment has been certified by the Procuring Entity's Representative, the Contractor may immediately issue a suspension of work notice in accordance with GCC Clause 45.2.

23. Procuring Entity's Representative's Decisions

- 23.1 Except where otherwise specifically stated, the Procuring Entity's Representative will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.
- 23.2 The Procuring Entity's Representative may delegate any of his duties and responsibilities to other people, except to the Arbiter, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

24. Approval of Drawings and Temporary Works by the Procuring Entity's Representative

- 24.1 All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity's Representative before its use.
- 24.2 The Contractor shall be responsible for design of Temporary Works.
- 24.3 The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 24.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

25. Acceleration and Delays Ordered by the Procuring Entity's Representative

- 25.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity's Representative will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- 25.2 If the Contractor's Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

26. Extension of the Intended Completion Date

- 26.1 The Procuring Entity's Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.

- 26.2 The Procuring Entity's Representative shall decide whether and by how much to extend the Intended Completion Date within twenty one [21] days of the Contractor asking the Procuring Entity's Representative for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Right to Vary

- 27.1 The Procuring Entity's Representative with the prior approval of the Procuring Entity may instruct Variations, up to a maximum cumulative amount of ten percent [10%] of the original contract cost.
- 27.2 Variations shall be valued as follows:
- a] At a lump sum price agreed between the parties;
 - b] where appropriate, at rates in this Contract;
 - c] in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
 - d] at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the Head of the Procuring Entity.

28. Contractor's Right to Claim

If the Contractor incurs cost as a result of any of the events under GCC Clause 13, the Contractor shall be entitled to the amount of such cost. If as a result of any of the said events, it is necessary to change the Works, this shall be dealt with as a Variation.

29. Dayworks

- 29.1 Subject to GCC Clause 43 on Variation Order, 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.
- 29.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity's Representative. Each completed form shall be verified and signed by the Procuring Entity's Representative within two days of the work being done.

- 29.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. Early Warning

- 30.1 The Contractor shall warn the Procuring Entity's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity's Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2 The Contractor shall cooperate with the Procuring Entity's Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity's Representative.

31. Program of Work

- 31.1 Within the time stated in the SCC, the Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 31.2 An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 31.3 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.
- 31.4 The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.
- 31.5 When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

- 31.6 All Variations shall be included in updated Program of Work produced by the Contractor.

32. Management Conferences

- 32.1 Either the Procuring Entity's Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.
- 32.2 The Procuring Entity's Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the PROCURING ENTITY's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

33. Bill of Quantities

- 33.1 The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.
- 33.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 33.3 If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent [25%] of the original quantity, provided the aggregate changes for all items do not exceed ten percent [10%] of the Contract price, the Procuring Entity's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.
- 33.4 If requested by the Procuring Entity's Representative, the Contractor shall provide the Procuring Entity's Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

34. Instructions, Inspections and Audits

- 34.1 The Procuring Entity's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.
- 34.2 If the Procuring Entity's Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and

any samples. If there is no defect, the test shall be a Compensation Event.

- 34.3 The Contractor shall permit the Funding Source named in the SCC to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

35. Identifying Defects

The Procuring Entity's Representative shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Entity's Representative may instruct the Contractor to search uncover defects and test any work that the Procuring Entity's Representative considers below standards and defective.

36. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

37. Correction of Defects

- 37.1 The Procuring Entity's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is One (1) year from project completion up to final acceptance by the Procuring Entity's Representative.
- 37.2 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity's Representative's notice.
- 37.3 The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.
- 37.4 The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

38. Uncorrected Defects

- 38.1 The Procuring Entity shall give the Contractor at least fourteen [14] days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity

may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.

- 38.2 The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

39. Advance Payment

- 39.1 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.
- 39.2 The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.
- 39.3 The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.
- 39.4 The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
- 39.5 The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in SCC Clause 39.1.

40. Progress Payments

- 40.1 The Contractor may submit a request for payment for Work accomplished. Such request 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.
- 40.2 The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
- a] Cumulative value of the work previously certified and paid for.
 - b] Portion of the advance payment to be recouped for the month;
 - c] Retention money in accordance with the condition of contract;

- d] Amount to cover third party liabilities; and
 - e] Amount to cover uncorrected discovered defects in the works.
- 40.3 Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight [28] days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.
- 40.4 The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent [20%] of the work has been accomplished as certified by the Procuring Entity's Representative.
- 40.5 Items of the Works for which a price of "0" [zero] has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

41. Payment Certificates

- 41.1 The Contractor shall submit to the Procuring Entity's Representative monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 41.2 The Procuring Entity's Representative shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 41.3 The value of Work executed shall:
- a] be determined by the Procuring Entity's Representative;
 - b] comprise the value of the quantities of the items in the Bill of Quantities completed; and
 - c] include the valuations of approved variations.
- 41.4 The Procuring Entity's Representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

42. Retention

- 42.1 The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Sub-Clause 42.2.
- 42.2 Progress payments are subject to retention of ten percent [10%], referred

to as the “retention money.” Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent [50%] of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent [50%] completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent [10%] retention shall again be imposed using the rate specified therefor.

- 42.3 The total “retention money” shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten [10%] percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten [10%] percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.
- 42.4 On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee in a form acceptable to the Procuring Entity.

43. Variation Orders

- 43.1 Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the “as staked plans” or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent [10%] of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.
- 43.2 A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.
- 43.3 An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the

original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.

- 43.4 Any cumulative Variation Order beyond ten percent [10%] shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the Head of the Procuring Entity may authorize a positive Variation Order go beyond ten percent [10%] but not more than twenty percent [20%] of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however,* That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent [10%].
- 43.5 In claiming for any Variation Order, the Contractor shall, within seven [7] calendar days after such work has been commenced or after the circumstances leading to such condition[s] leading to the extra cost, and within twenty-eight [28] calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:
- a] If the Procuring Entity's representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the Head of the Procuring Entity for approval.
 - b] The Head of the Procuring Entity or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.
 - c] The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.

- d] If, HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.
- e] The timeframe for the processing of Variation Orders from the preparation up to the approval by the Head of the Procuring Entity concerned shall not exceed thirty [30] calendar days.

44. Contract Completion

Once the project reaches an accomplishment of ninety five [95%] of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining Works, Work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

45. Suspension of Work

- 45.1 The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.
- 45.2 The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen [15] calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:
 - a] There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
 - b] Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
 - c] Peace and order conditions make it extremely dangerous, if not

possible, to work. However, this condition must be certified in writing by the Philippine National Police [PNP] station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government [DILG] Regional Director.

- d] There is failure on the part of the Procuring Entity to deliver government- furnished materials and equipment as stipulated in the contract.
- e] Delay in the payment of Contractor's claim for progress billing beyond forty- five [45] calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.

45.3 In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the elapsed time between the effective order of suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

46. Payment on Termination

- 46.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 46.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 46.3 The net balance due shall be paid or repaid within twenty eight [28] days from the notice of termination.
- 46.4 If the Contractor has terminated the Contract under GCC Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

47. Extension of Contract Time

- 47.1 Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty [30] calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.
- 47.2 No extension of contract time shall be granted the Contractor due to [a] ordinary unfavorable weather conditions; and [b] inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 47.3 Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 47.4 No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.
- 47.5 Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the Head of the Procuring Entity. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written

consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

48. Price Adjustment

Except for extraordinary circumstances as determined by NEDA and approved by the GPPB, no price adjustment shall be allowed. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

49. Completion

The Contractor shall request the Procuring Entity's Representative to issue a certificate of Completion of the Works, and the Procuring Entity's Representative will do so upon deciding that the work is completed.

50. Taking Over

The Procuring Entity shall take over the Site and the Works within seven [7] days from the date the Procuring Entity's Representative issues a certificate of Completion.

51. Operating and Maintenance Manuals

- 51.1 If "as Built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.
- 51.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative shall withhold the amount stated in the SCC from payments due to the Contractor.

Section V.

Special Conditions of Contract

[SCC]

Section V. Special Conditions of Contract [SCC]

GCC Clause	Particular Condition
1.17	<p>The Intended Completion Date is Three Hundred Sixty Five [365] Calendar Days</p> <p style="padding-left: 40px;">Design Preparation : Thirty [30] Calendar Days</p> <p style="padding-left: 40px;">Permits and Licenses : Sixty [60] Calendar Days</p> <p style="padding-left: 40px;">Construction : Three Hundred Five [305] Calendar Days</p>
1.22	The Procuring Entity is Department of the Interior and Local Government (DILG)
1.23	The Procuring Entity's Representative is Assistant Secretary Manuel B. Felix , Chairperson, Special Bids and Awards Committee, DILG
1.24	The Project is located at Corner Road 3- Mindanao Avenue, Quezon City as shown in Section VII Conceptual Drawings, Designs, and Studies of the Bidding Documents.
1.28	The Start Date is seven [7] calendar days from the issuance of the Notice to Proceed (<i>NTP</i>)
1.31	The Works consist Design and Build of <i>Three-Storey Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck</i> .
2.2	Not applicable
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor within seven (7) days from the issuance of the Notice to Proceed.
6.1	The Design & Build Contractor shall specify all equipment and tools needed to complete the project and likewise present copies of ownership or lease agreements for each of the equipment.
6.5	The Key Personnel and required capabilities are shown on Section III Bid Data Sheets and X. Bid Forms and Qualification Information, Bidding Documents.
7.4[c]	No further instructions
7.7	No further instructions.

8.1	<p>The Design & Build Contractor may subcontract Specialty Works, such as, but not limited to, the following and subject to the approval of the Procuring Entity:</p> <ol style="list-style-type: none"> 1. Detailed Engineering Design Works 2. Plumbing Works; 3. Electrical Works; 4. Mechanical Works; 5. Fire Protection Works; and 6. Base Isolation System. <p>Provided further that if the Contractor shall subcontract the Detailed Engineering Design Works, the Contractor shall enter into a Subcontract or Consortium Agreement with a the Design Entity which shall also submit Class “A” and Class “B” as part of the Contractor’s Eligibility Information, in accordance with Annex G IRR/R.A. No. 9184 and pertinent Sections of the Bidding Documents;</p> <p>Provided further that the Design and Build Contractor does not subcontract more than 20% of the works.</p>
9.1	<p>The applicable liquidated damage is at least one tenth [1/10] of one percent [1%] of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent [10%] of the amount of the contract, the Procuring Entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p>
10.0	<p>The site investigation reports are:</p> <ol style="list-style-type: none"> a. Preliminary Survey, and Mapping and Preliminary Investigation b. Earthquake Hazard Assessment from DOST c. Geohazard Certification from DENR
12.3	No further instructions.
12.5	In case of permanent structures, such as buildings of types 4 and 5 as classified under PD 1096 otherwise known as the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.
13	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity
18.3[h][i]	No further instructions.
21.2	<p>The Arbiter is:</p> <p>ENGR. RENE V. VALERA Assistant Director Office of Project Development Services Department of the Interior and Local Government</p>

27.0	<p>As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. Annex G provides the following guidelines governing approval for change or variation orders:</p> <ol style="list-style-type: none"> 1. Change Orders resulting from the design errors, omission or non-conformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the procuring entity. 2. Provided that the Contractor suffers delay and/or incurs costs due to changes or errors in the producing entity's performance specifications and parameters, it shall be entitled to either one of the following: <ol style="list-style-type: none"> a. an extension of time for any such delays under Section 10 of Annex "E"; or b. payment for such costs as specified in the contract documents, provided, that the cumulative amount of the variation order does not exceed ten percent [10%] of the original contract price.
29.1	No day works are applicable to the contract.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten [10] calendar days of delivery of the Notice of Award.
31.3	<p>The period between Program of Work updates is thirty [30] calendar days.</p> <p>The amount to be withheld for late submission of an updated Program of Work is one tenth (1/10) of one (1%) of the Contract Price.</p>
34.3	The Funding Source is the Government of the Philippines.
39.1	The amount of the advance payment is fifteen percent [15%] of the Contract Price.
40.1	The Contractor may include for payment materials and equipment delivered on the site but not completely put in place.
51.1	The date by which "as built" drawings are required is thirty (30) days after project completion.
51.2	The amount to be withheld for failing to produce the "as built" drawings and/or operating and maintenance manuals by the date required is <i>the amount of retention money</i> .

Section VI.
Minimum Performance Standards
And Parameters (MPSP)
Including DPWH Blue Book

**Section VI. Minimum Performance Standards And Parameters (MPSP)
Including DPWH Blue Book**

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List Of Acronyms And Abbreviations

°C	degree Celsius
ACI	American Concrete Institute (ACI)
ADR	Alternative Dispute Resolution
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
A.O.	Administrative Order
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials (ASTM)
AWS	American Welding Society
<i>B.P.</i>	<i>Batas Pambansa</i>
BPS	Bureau of Product Standards
BoQ	bill of quantities
BRS	Bureau of Research and Standards
CCD	Construction Completion Deadline
CCN	Construction Completion Notice
CED	Conceptual Engineering Design
CO	convenience outlet
COSH	Construction Occupational Safety and Health
CoCA	Certificate of Completion and Acceptance
cu.ft.	cubic foot/ feet
cu.m.	cubic meter/s
dB(A)	decibel/s
DBC	Design And Build Contractor
DCE	detailed cost estimate/s
DCMP	Detailed Construction Management Plan
DED	Detailed Engineering Design
DIN	<i>Deutsche Industrie Norm</i>
DILG	Department of the Interior and Local Government
DLP	Defects Liability Period
DoLE	Department of Labor and Employment
DPWH	Department of Public Works and Highways
DTI	Department of Trade and Industry
E.O.	Executive Order
FCP	Fire Code of the Philippines
FCL	finished ceiling line
FFL	finished floor line
FGL	finished grade line
FRD	Final Rectification Deadline
IMC	intermediate metallic conduit
IRR	Implementing Rules and Regulations
ISO	International Standard Organization
ITB	Instructions to Bidders
ITPB	Instructions to Prospective Bidders
kg	kilogram/s
kpa	kilopascals
kph	kilometers per hour
LD	Liquidated Damages
m	meter/s
m ³	cubic meter/s
MC	Memorandum Circular
MDP	main distribution panel
mg	milligram/s

mm	millimeter/s
mpa	megapascal/s
mpm	meters per minute
m/s	meters per second
MPSP	Minimum Performance Standards and Parameters tes
MSDS	material safety data sheet
NBCP	National Building Code of the Philippines
NFPA	National Fire Protection Association
NGL	natural grade line
NSCP	National Structural Code of the Philippines
NTP	Notice to Proceed
OSHS	Occupational Safety and Health Service
P.D.	Presidential Decree
PCBs	polychlorinated biphenyls
PEC	Philippine Electrical Code
PNS	Philippine National Standards
PRLs	professional regulatory laws
psf	pounds per square foot
psi	pounds per square inch
PVC	Polyvinyl Chloride
R.A.	Republic Act
RC	reinforced concrete
RCs	Referral Codes
RCN	Rectification Completion Notice
RH	relative humidity
RI	Rectification Inspection
RLAs	registered and licensed architects
SAR	Site Appraisal Reports
SIF	seismic importance factor
sqm	square meter/s
WIF	Wind Importance Factor

Section VI. Minimum Performance Standards and Parameters (MPSP) Including DPWH Blue Book

1.0 PURPOSE

The purpose of the Minimum Performance Standards and Parameters (MPSP), among others, is to:

- 1.1 Establish the MPSP that the Design and Build Contractor [DBC] must comply with under the Contract Agreement with the Department of the Interior and Local Government for the Design and Build of the Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck (hereinafter referred to as “*the Project*”), using the Implementing Rules and Regulations, Republic Act No. 9184 (IRR/R.A. No. 9184) especially *Annex “G” Guidelines For The Procurement And Implementation Of Contracts For Design And Build Infrastructure Projects*;
- 1.2 Ensure compliance of the DBC in adopting Architectural, Engineering, and other Technical Guidelines and define performance standards for the Detailed Engineering Design (DED) of the Project; and
- 1.3 Provide a quantifiable and verifiable basis for physical progress as a basis for Claims for Payments of the DBC in accordance standard accounting and auditing rules and regulations of the Procuring Entity.

2.0 SCOPE OF THE PROJECT

- 2.1 **Three-Storey Building.** The Project involves the Design and Build of Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck
- 2.2 **Project Components.** The Bid Documents include the following components (**Table 2.1**):

Table 2.1 Project Components

Component	Particulars
Architectural and Engineering Designs	Complete plans, drawings, specifications, BOQ and cost estimation, construction management, progress reports and claims for payments and completion reports
Site Civil Works	Site drainage/ flood control, site stabilization, sanitary works forming part of the site civil works, and pavement and road right-of-way [RROW] improvements as applicable/ needed, including pavement markings, etc., with pertinent plans and designs prepared by a duly-Registered and Licensed Civil Engineer
Architectural Works	All masonry, finishing, acoustics, lighting, moisture protection/ thermal, , glazing, wood/ plastics, fenestrations [doors & windows], with pertinent plans and designs prepared by a duly-Registered and Licensed Architect
Structural Works	Foundation (Progressive Type), superstructure and roof support systems, etc.], with the pertinent plans and designs prepared by a

	duly-Registered and Licensed Structural Engineer.
Electrical Works	All electrical systems and works with pertinent plans and designs prepared by a duly Registered and Licensed Professional Electrical Engineer [PEE]
Mechanical Works	Fire Protection with the pertinent plans and designs prepared by a duly-Registered and Licensed Professional Mechanical Engineer [PME]
Plumbing Works	Water sewage, sanitary and disposal systems with pertinent plans and designs prepared by a duly-Registered and Licensed Master Plumber
Sanitary Works	Water sewage, sanitary and disposal systems with pertinent plans and designs prepared by a duly-Registered and Licensed Sanitary Engineer
Electronic Communications Works	Conceptualize, design, test and oversee the installation of communications and electronic systems including coordination, communications security and service support.

3.0 SCOPE OF DESIGN AND BUILD CONTRACT AGREEMENT

- 3.1 Conduct of Architectural and Engineering (A&E) Surveys.** The DBC shall conduct the surveys and present to DILG their results and findings which would impact on the detailed A&E designs of the Project. The DBC shall include the findings and recommendations and effects, if any, on the Technical and Financial Components of its Bid Proposal in its report on Conceptual Engineering Designs of the Project. Section VIII Terms of Reference (TOR) defines the detailed activities.
- 3.2 Preparation of the Conceptual Engineering Designs (CED) For the Project Components.** The DBC shall prepare and submit to the DILG the draft Conceptual Engineering Designs (CEDs) for each of the Components. The CEDs shall conform to the MPSP. The DBC shall submit a report on the CED to the DILG.
- 3.3 Preparation of the Revised Conceptual Engineering Design (RCEDs).** The DBC shall prepare and submit the Revised CEDs for each Project Component following the Minutes of Discussion with DILG. The DBC shall submit a report on the Revised CEDs for the issuance of a “Notice of No Objection” to the DILG and approval of the Minutes of Discussion.
- 3.4 Preparation of the Detailed Engineering Design (DED) for Approval of the DILG.** After the Procuring Entity, DILG, and DBC have agreed on the CEDs, the DBC shall prepare and submit the final DED submit to the DILG for approval. The DBC shall adopt a format acceptable to DILG for its report.
- 3.5 Scope of Construction.** The DBC shall fully undertake the Construction Works for all Project components.
- 3.5.1 The DBC shall implement the construction of the Project in accordance with its Bid Proposal and any modifications which may be agreed upon during the discussion on Conceptual Engineering Designs (CEDs) as officially recorded in

the Minutes of Discussion with DILG and final Detailed Engineering Designs approved by DILG.

- 3.5.2 The DBS shall undertake the construction of the Project in accordance with this Section VI. Minimum Performance Standards and Parameters (MPSP) and the DPWH Blue Book, Volume II.

The DBC shall undertake the following activities in accordance with the Bidding Documents and its Bid Proposal which form an integral part of the Contract Agreement.

4.0 DESIGN STANDARDS AND SPECIFICATIONS

The DBC shall adopt the conceptual design made by the DILG Technical Working Group (TWG) and shall observe the following design standards.

4.1 Architectural Design Parameters

- 4.1.1 Codes and Standards.** The Architectural Works shall be in accordance with the following Laws, Codes, and Standards.

- a. Laws and Codes
 - a1. National Building Code of the Philippines and its Latest and Amended IRR
 - a2. RA 9266 or Architecture Law and its Latest and Amended IRR
 - a3. RA 4226 or Hospital Licensing Act and its Latest and Amended IRR
 - a4. BP 344 or Accessibility Law and its Latest and Amended IRR
 - a5. RA 9514 New Fire Code of the Philippines
 - a6. Existing Local Codes and Ordinances.
 - a7. And other Laws that applies to the projects
- b. Standards
 - b1. Bureau of Product Standards (BPS)

4.1.2 General Drawing Guidelines

- a. All drawings shall be computer-drafted. Drawings shall be submitted both in printed and electronic copies.
- b. Keep the same orientation for all plans. The north orientation shall be indicated in all architectural floor plans. The orientation of the architectural plans shall be consistent with all the engineering plans.
- c. Detailed plans shall have a scale not smaller than 1: 50 meters.
- d. Spot detailed plans, elevations, and sections shall have a scale not smaller than 1: 50 meters.

4.1.3 Floor Plans

- a. All plans shall be 1: 100 meters. The same scale shall be used for the rest of the architectural, structural, sanitary, plumbing, electrical and mechanical plans, except for each trade's site plan, detailed plans and spot details.
- b. Section line callouts on the floor plans shall be consistent with the section drawing.
- c. Floor plans shall be indicated with boxed room callout numbers, including the callout

for floor finishes and wall finishes.

- d. The location of mechanical equipment, e.g. air conditioning shall be indicated in the floor plans. This shall be consistent with the mechanical and electrical plans.
- e. Door callouts shall be circles with the proper numbering, e.g. D-01.
- f. Window callouts shall be hexagons with the proper numbering, e.g. W-01.

4.1.4 Elevations and Sections

- a. Finish floor lines shall be consistent in all the elevations, sections and structural plans and details.
- b. All dimensions and finishing materials shall be indicated in all elevation and section and must be consistent with the specification.

4.1.5 Reflected Ceiling Plans

- a. Reflected ceiling plans shall be indicated with boxed room callout numbers, including the callout for ceiling finishes and lighting fixtures.
- b. Ceiling height relative and in reference to the finish floor line shall be indicated in the reflected ceiling plans in each room with boxed dimensions. This is to ensure that the ceiling heights of all rooms are established whether or not reflected in the sections.
- c. The description and location of the fixtures, e.g. lighting, smoke detectors, fire sprinklers, air-condition vents, exhaust fans, in the reflected ceiling plans shall be consistent with the electrical and mechanical plans.

4.1.5 Doors and Windows

- a. Door and window schedules shall indicate the type of door or window, the number of sets, the location/s of the door or window, the materials and accessories included and other special specifications, e.g. color or finish.

4.1.6 Details

- a. Provide a minimum of four (4) bay section for the perimeter walls and roofing of a scale not smaller than 1: 50 meters for each major building preferably cut along the area with special construction design.
- b. Provide spot detail plans, elevations and sections of a scale not smaller than 1:20 meters for special designs with aesthetic treatment and ornamentation.
- c. Provide detail plans of a scale not smaller than 1: 50 for all areas needing tile pattern, e.g. lobby, corridor, entrance walk, showing the position and pattern of tiles.
- d. Centerline location of plumbing fixtures shall be indicated in detail plans with lines of reference and its corresponding dimensions. This is to indicate the exact locations of the plumbing/sanitary roughing-ins.

4.2 Building Architectural Works

4.2.1 Floor Plans

- a. The structural, sanitary, plumbing, electrical and mechanical designs are required to refer to the architectural plans and specifications in case of discrepancies. If an engineering design will have any possible conflict or interference on the architectural design, the latter may be adjusted provided that the aesthetic value will not be compromised.
- b. The architectural and engineering plans shall be consistent all throughout in terms of dimensions and locations of columns, beams, walls, roof line, conduits, ducts, pipes, and fixtures, among others. Column and beam grid lines shall also be consistent in all the architectural and engineering plans.
- c. Verify and coordinate floor plans with the mechanical, electrical and sanitary design with regard to the requirements for mechanical rooms, AHU rooms, electrical rooms, pipe chase, and other engineering requirements.
- d. Toilets shall have provisions and fixtures for persons with disability as required by BP 344. If enough space allows, toilets specially made and designated for persons with disability is preferable.
- e. Provide Architectural Layout

4.2.2 Walls

- a. Dry walls shall not be embedded with wet utilities.
- b. Layout and work on wall and floor tiles must be aligned, plumb, leveled, and squared.
- c. Tile color and design shall be approved first before installation.

4.2.3 Floors

- a. Floors at the openings of toilets for persons with disability shall be sloping. Indicate in the plans and sections.
- b. Layout and work on wall and floor tiles must be aligned, plumb, leveled, and squared.
- c. Tile color, size and design shall be approved first before installation.

4.2.4 Ceiling Works. The following room shall have a minimum false ceiling height:

- a. Cement board 3.5mm with metal furring frames with w-angle shadowline for ceiling with hangers.

4.2.5 Doors and Windows

- a. Major rooms that require security shall have sturdy doors e.g. wood panel, and metal with 2.5mm thick stainless push plate.
- b. Minor rooms that do not require security shall at least have wood flush doors with laminate.

- c. Fire escape doors, should be provided with panic hardware and door closers, and shall conform to the requirements of the Fire Code of the Philippines.
- d. Aluminum frames of glass doors and windows shall be “analok brown” finish.
- e. Door finish and color shall be approved first before application.
- f. Window sills shall be slightly sloped outwards to prevent damage to windows and paint due to water slippage.
- g. All doors of a high-occupancy room shall be double action swing door and as required by the Fire Code of the Philippines.

4.2.6 Corridors

- a. New corridors shall have a minimum unobstructed width of at least 2450mm. This shall be measured clear from the surface of the finished wall and not on-center of the rough CHB wall.
- b. Corridors and exit doors shall conform to the requirements of the Fire Code of the Philippines.

4.2.7 Fixtures and Accessories

- a. Three-way electrical light switches shall be provided at both ends of a long corridor.
- b. Electrical light switches shall be located by the knob side of the door.
- c. Electrical switches and outlets shall be installed plumb and level.

4.2.8 Painting

- a. Painted ceiling shall be in antibacterial paint finish.
- b. Painted interior wall shall be at least in semi-gloss paint finish for ordinary rooms, e.g. offices, unless specified to a higher type of paint.
- c. Painted exterior wall shall be at least moisture-resistant/water-repellant paint finish, textured or smooth, unless otherwise specified.
- d. Paint color and shade shall be approved first before application.

4.2.9 Summary of Materials

- a. Materials to be used shall be fire-resistant, non-toxic, moisture-resistant and termite-resistant, e.g. fiber cement board, light-gauge steel frame.
- b. Wet areas, e.g. toilets, and kitchen shall use non-skid/non-slip vitrified ceramic floor tiles.
- c. Heavy traffic areas, e.g. lobby, and corridor shall use non-skid granolithic or granite floor tiles or a higher type of floor material.
- d. Ramps and stairs shall use non-skid/non-slip floor tiles, materials as specified.
- e. Cement board of 3.5mm with metal furring frames; full threaded support with shadowline and hangers.
- f. 8mm diameter metal rod hangers with adjustable clips, and not galvanized iron wires, shall be used to support and suspend the aluminum T-runners and light gauge metal furrings.

4.3 DESIGN PARAMETERS (STRUCTURAL/CIVIL WORKS)

4.3.1 Codes and Standards. The Civil/Structural Design shall be in accordance with the following Codes and Standards:

- a. Codes
 - a1. National Structural Code of the Philippines (NSCP) 2015, Volume I
 - a2. National Building Code of the Philippines
 - a3. Accessibility Law
 - a4. Local Codes and Ordinances
- b. Standard
 - b1. American Concrete Institute (ACI)
 - b2. American Society for Testing Materials (ASTM)
 - b3. American Welding Society (AWS)
 - b4. American Institute of Steel Construction (AISC)
- c. Structural Design Criteria
 - c1. The site shall be soil investigated to determine the actual soil bearing capacity.
 - c2. In summary, site suitability, conformity with structural code, shape and form subject to structural evaluation and monitoring shall be in effect.

4.4 SANITARY/PLUMBING DESIGN PARAMETERS

4.4.1 Codes and Standards. The Sanitary/Plumbing Design shall be in accordance with the following Codes and Standards.

- a. Codes
 - a1. National Building Code of the Philippines
 - a2. Fire Code of the Philippines
 - a3. National Plumbing Code of the Philippines (NPCP)
 - a3. Sanitation Code of the Philippines
 - a4. Existing Local Codes and Ordinances.
- b. Standards
 - b1. National Water Resources Board (NWRB)
 - b2. National Plumbers Association of the Philippines (NAMPAP)
 - b3. Philippine Society of Sanitary Engineers, Inc. (PSSE)

4.4.2 Building Facilities Sanitary/Plumbing System

- a. **Waterline System.** Provide complete water system. Complete with Pipes & Fittings and necessary accessories.

4.4.3 Summary of Materials

- a. Cold Waterline pipes; for buildings, Polypropylene Pn16/Pn20 Fusion Weld Pipes including Trims and Fittings (BPS Certified)
- b. Plumbing Fixtures including Trims, Fittings and accessories; (BPS Certified)
 - b1. Water Closet-Tank Button-Type flush
 - b2. Lavatory-(Pedestal/Counter Type) /semi-pedestal with faucet.

- b3. Urinal-Wall hung Flush valve/lever/push button.

4.5 MECHANICAL WORKS DESIGN PARAMETERS

4.5.1 Codes and Standards. The Mechanical Design shall be in accordance with the following Codes and Standards.

- a. Codes
 - a1 National Building Code of the Philippines
 - a2 New Fire Code of the Philippines
 - a3 Mechanical Engineering Code of the Philippines (ME Code)
 - a4 Existing Local Government Codes and Ordinances
- b. Standards
 - b1. Bureau of Product Standards (BPS)
 - b2. Philippine National Standards (PNS)
 - b3. Underwriters Laboratory (UL) and Factory Mutual (FM)
 - b4. International Electro technical Commission (IEC) 1988
 - b5. National Fire Protection Association (NFPA)

 - b7. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE).

4.5.2 Ventilation and Air Conditioning System

- a. The *Ventilation And Air Conditioning System* shall be composed of complete plans and drawings of the following:
 - a1. General Notes, Legends and Symbols including Schematic Diagram of the Ventilation and Air Conditioning System.
 - a2. Floor Layout of the Ventilation and Air Conditioning System indicating the capacity and location of the air conditioners and fans.
 - a3. Duct layout indicating duct sizes, route and location of the dampers, diffusers, return air register, hangers and sway braces.
 - a4. Refrigerant piping layout indicating pipe sizes, location of valves, hangers and sway braces.
 - a5. Equipment Schedule and Details drawings of Air Conditioners and Ventilating System.
 - a5.1 Centralized air conditioning and Ventilation will be used only if feasible.
 - a5.2 Maintain an air change rate greater than or equal to 7-10 air changes per hour.
 - a5.3 Ceiling exhaust fans shall be provided in all toilets.

4.6 ELECTRICAL DESIGN PARAMETERS

4.6.1 Codes and Standards. The Electrical System Design Parameters shall be in accordance with the following Codes and Standards.

- a. Codes
 - a1. Latest Edition of Philippine Electrical Code

- a2. National Electrical Code
- a3. New Fire Code of the Philippines
- a4. National Building Code of the Philippines and Its New IRR
- a5. Existing Local Codes and Ordinances

- b. Standards
 - b1. Bureau of Product Standards (BPS)
 - b2. Underwriters Laboratory (UL)
 - b3. National Fire Protection Association
 - b4. International Electro-Mechanical Commission (IEC)
 - b5. Illumination Engineering Society (IES)
 - b6. National Electrical Manufacturer's Association (NEMA)

4.6.2 Site Works. Based on the proposed project plan, complete Electrical Layout shall be provided with the following:

- a. Panel board Layout
- b. Electrical Devices
- c. Service Conductors and Conduit Layout
- d. Grounding System

4.6.3 Building Facilities Electrical System

- a. Lighting System. Provide and install adequate normal branch circuits for Lighting System to all areas using the standard Lighting Design Analysis. Utilize the standard Illumination requirements per area of concern using the preferred particular type of luminaires.

- b. Power System. Provide and install adequate normal branch circuits for the Power System.

- c. Standby/Emergency System. Provide and install adequate equipment, life safety and critical emergency branch circuits for lighting and utilization equipment connected to the alternate power source, to include that of a solar panel. Tapping point shall be within the perimeter of the project.

- d. Auxiliary System. Provide and install the following Auxiliary System for the whole building
 - d1. *Communication System*
 - d1.1 Telephone System
 - d1.2 Local Area Network System in critical/selected areas
 - d2. Fire Detection and Alarm System

- e. **Provide Details of the following:**
 - e1. Lighting Fixtures/Luminaires
 - e2. Panelboard and Circuit Breakers
 - e3. Electrical Equipment

- e4. Power and Telephone Handholes (as may be required)

f. Summary of Materials

- f1. *General Lighting Luminaires:* Fixtures type shall be as indicated on the Lighting Layout Plan.
 - f1.1 Troffer luminaire in general areas
 - f1.2 Downlights and Pinlights shall be of heavy gauge spun aluminum equipped with lamp as indicated on the drawings.
 - f1.3 Other Special Lighting requirements shall be as approved by the implementing agency.
- f2. *Wiring Devices:* Wiring devices shall be non-automatic control devices, the contact is guaranteed by the pressure of the special spiral springs.
 - f2.1 Switches shall be of 15A, 250V or 300V except as otherwise noted and approved. Terminals shall be screw-type or quick-connected type.
 - f2.2 General use receptacle shall be 15A, 240V grounding type unless otherwise indicated on the drawings.
- f3. *Panel boards and Circuit Breakers:* The Panel board and Circuit Breakers shall be equipped with moulded-case circuit breakers and shall be the type as indicated in the panel board schedule and details.
 - f3.1 Provide moulded-case circuit breakers of frame, trip rating and interrupting capacity as shown on the drawings. The circuit breakers shall be quick break, trip-indicating and shall have common trip on all multiple breakers with internal trip mechanism.
 - f3.2 All current-carrying parts of the panel boards shall be plated. Provide solid neutral (S/N) assembly when required. The assembly shall be isolated from the enclosure.
- f4. *Electrical Conduits, Boxes and Fittings:* All conduits, boxes and fittings shall be standard rigid steel, zinc coated or galvanized.
 - f4.1 Rigid Steel Conduits (RSC)
 - f4.2 Rigid Metal Conduits (RMC)
 - f4.3 Intermediate Metal Conduits (IMC)
 - f4.4 Electrical Metallic Tubing (EMT)
 - f4.4 Unplasticized Polyvinyl Chloride (uPVC) if required shall be schedule 40.
- f5. *Conductors:* Wires and cables shall be of the approved type and unless specified or indicated otherwise.
 - f5.1 The conductors used in the wiring system shall be of soft-annealed copper having a conductivity of not less than 98% of that of pure copper and insulated for 60 °C Temperatures.
 - f5.2 All conduits of convenience outlets and wire ways for lighting branch circuit homeruns shall be wired with a minimum of 3.5 mm square in size.
- f6. *Fire Detection and Alarm System:*
 - f6.1 The Fire Detection and Alarm System shall be zonal conventional fire detection

- f6.2 Signaling system shall occur by manual pull station and fire detection shall be by automatic smoke or heat detector, sprinkler flow switch and tamper switch.

5.0 INSTALLATION AND WORKMANSHIP

- 5.1 The Key Personnel of the DBC shall be specialists highly skilled in their respective trades, performing all labor according to first-class standards. The DBC shall assign a full time Project Engineer/Architect at the jobsite during the construction of the project.
- 5.2 All works to be subcontracted shall be declared by the DBC in its Technical Proposal and shall be approved by DILG.
- 5.3 The DBC shall rectify, resubmit, and review any errors, omissions, inconsistencies, inadequacies or failure which do not comply with the requirements at its own cost. If the DBC wishes to modify any design or document which has been previously submitted, reviewed, and approved, the DBC shall notify the DILG within a reasonable period of time and shall shoulder the cost of such changes.

SECTION VII

CONCEPT IMAGES AND PLANS

SECTION VII CONCEPT IMAGES AND PLANS

7.1 Definition of Conceptual Design. Section 7.1, Annex G provides -

"c. *Conceptual Design. This shall describe the general idea of the procuring entity with regard to the completed facility and shall identify the scope or physical components and structures, specific outputs and requirements of the structures and proposed methods of construction, where necessary.*

7.1.1 **Project Description. Construction of Three-Storey Emergency 911 National Office and Command Center Building with Lower Ground Parking and Roof Deck** as shown on Fig. 7.4.

7.2 Preliminary Investigations, Survey, Mapping, and Plans

Section 4 Definition of Terms, Annex G IRR/RA 9184, provides -

7.2.1 "f. *Preliminary Investigations. These shall include, among others, information on soil, geotechnical, hydrologic, hydraulic, seismic conditions that shall be used to define project design criteria, to set the basis for any changed conditions and establish preliminary project cost estimates.*"

7.2.2 "g. *Preliminary Survey and Mapping. These shall determine boundaries and provide stationing along control lines to establish feature and design criteria, location, and identify existing and future right-of-way limits and construction easements associated with the procuring entity's conceptual design.*"

7.2.3 "i. *Utility Locations. The procuring entity shall provide information on existing utilities in and around the project's area.*"

7.2.4 "Section 7. *The above data are for reference only. The Procuring Entity does not guarantee that these data are fully correct, up to date, and applicable to the project at hand. The Contractor is responsible for the accuracy and applicability of all data, including the above, that it will use in its design and build proposal and services.*"

7.3 Preliminary Site Development Plan, Lot Plan, Road Network, Utilities

7.3.1 **Project Road Network.** Fig 7.1 shows the Metro Manila road network to the Project site.

7.3.2 **Lot Plan and Technical Description.** The Lot Plan and Technical Descriptions of the Emergency 911 National Office and Command Center Building are shown on Fig 7.2.

7.3.3 Indicative Site Development Plan. Fig. 7.3 shows the **Indicative Site Development Plan** of the Emergency 911 National Office and Command Center Building.

7.3.4 Concept Floor Plans. Fig 7.4 shows the Concept Floor Plans.

7.3.4 Seismic Study. The Bureau of Mines and Geosciences conducted a seismic study on “No Build” Zones in Quezon City after the October 2013 earthquake [Annex 7.1].

Figure 7.1 Road Network to the Project Site

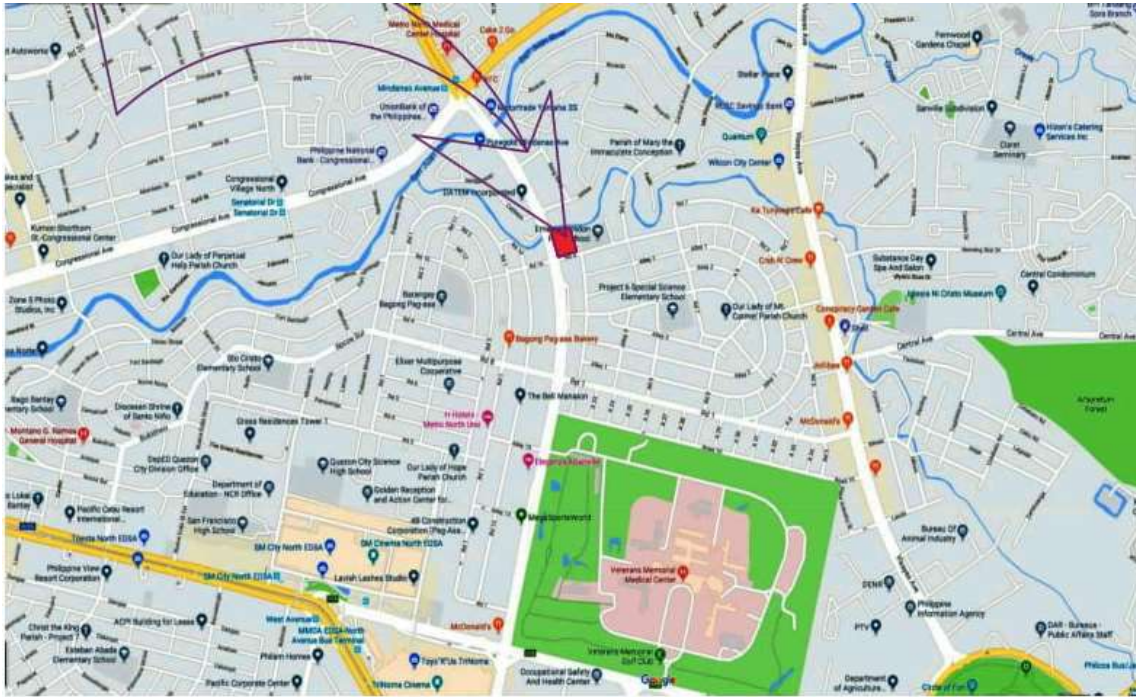
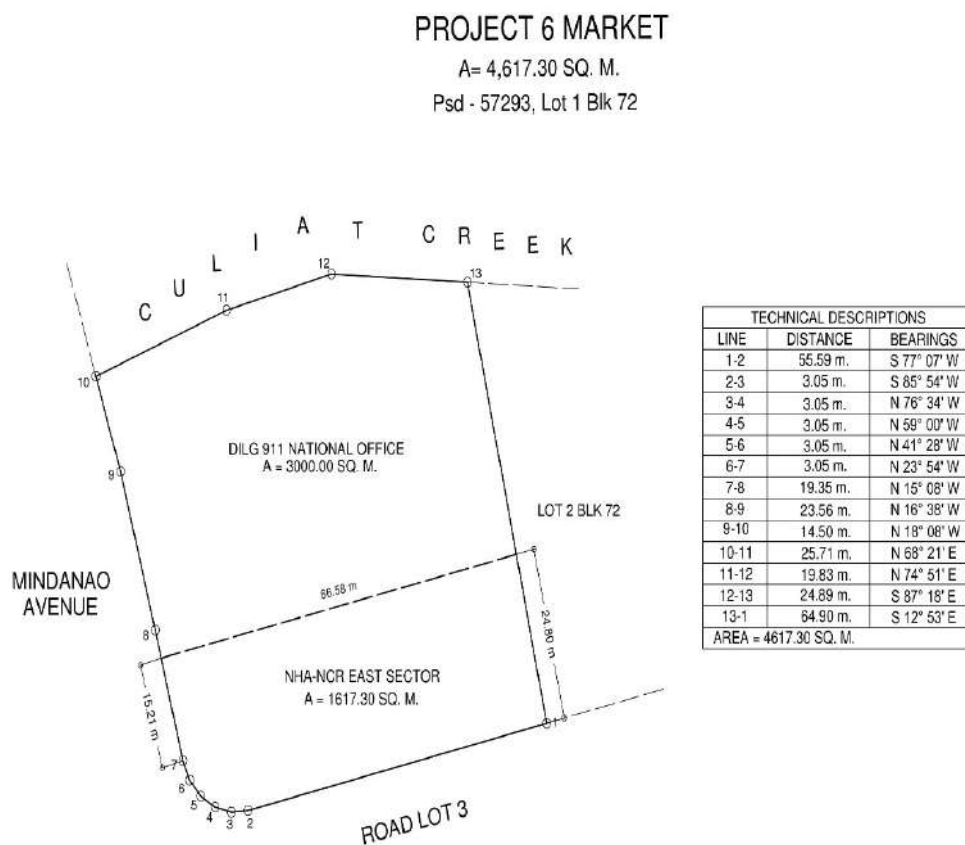


Figure 7.2 Lot Plan And Technical Description



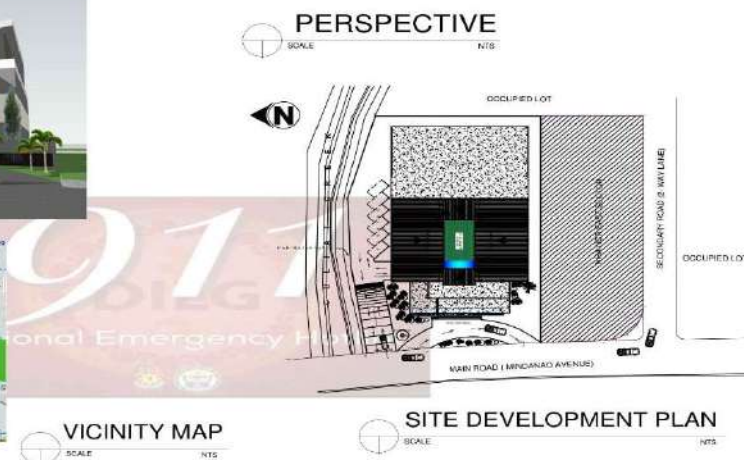
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Figure 7.4 Concept Floor Plan

Note: This Concept Floor Plan is only for illustration purposes. The Bidder/Contractor may propose alternative schemes in its Bid Proposal subject to final verification and confirmation by the Procuring Entity during the actual conduct of Architectural and Engineering Design Services by Design and Build Contractor.



THIS SITE



REPUBLIC OF THE PHILIPPINES
UNIVERSITY OF THE PHILIPPINES - DILG

LAND USE AND ZONING

LINE AND GRADE

ARCHITECTURAL

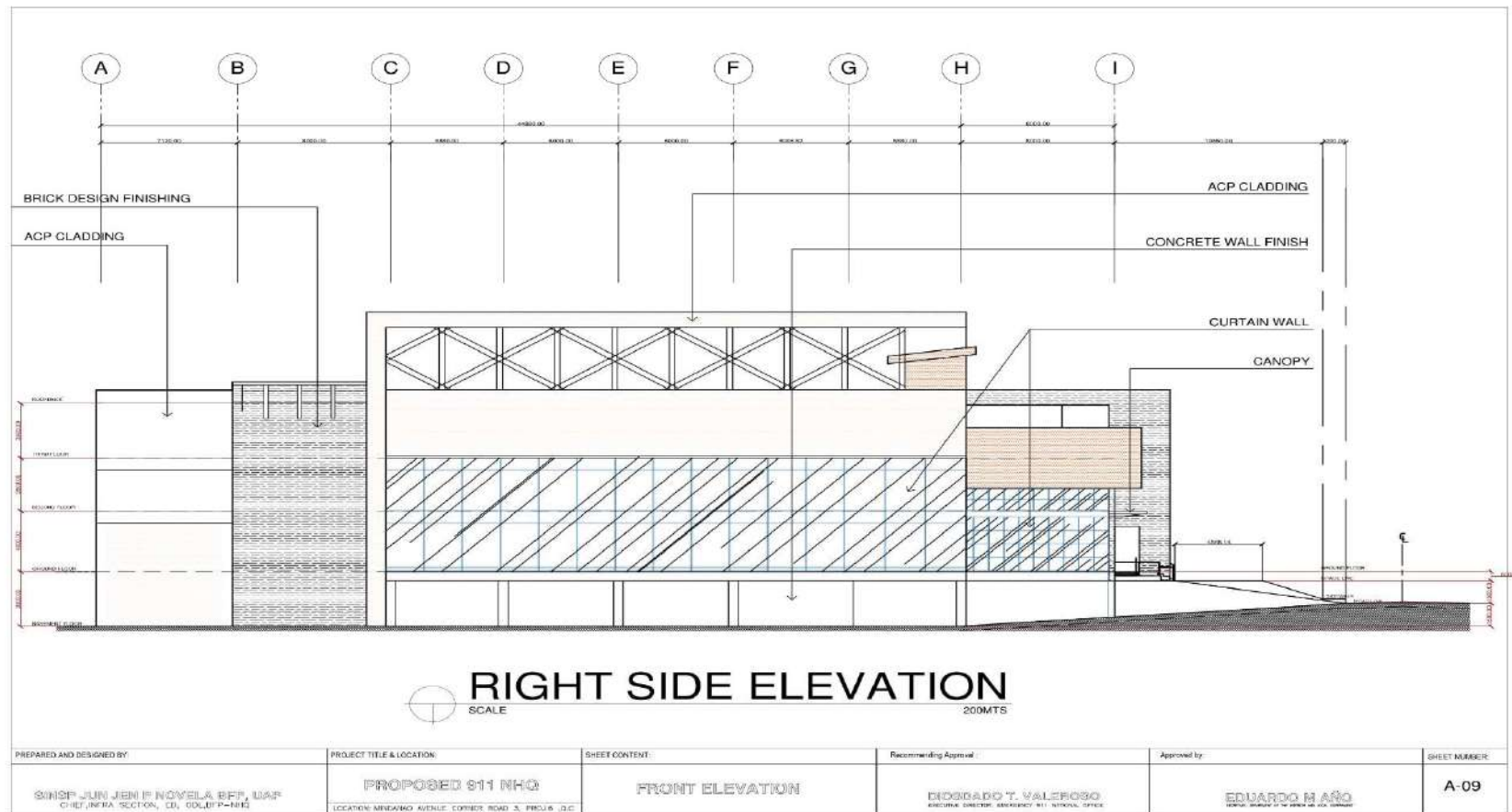
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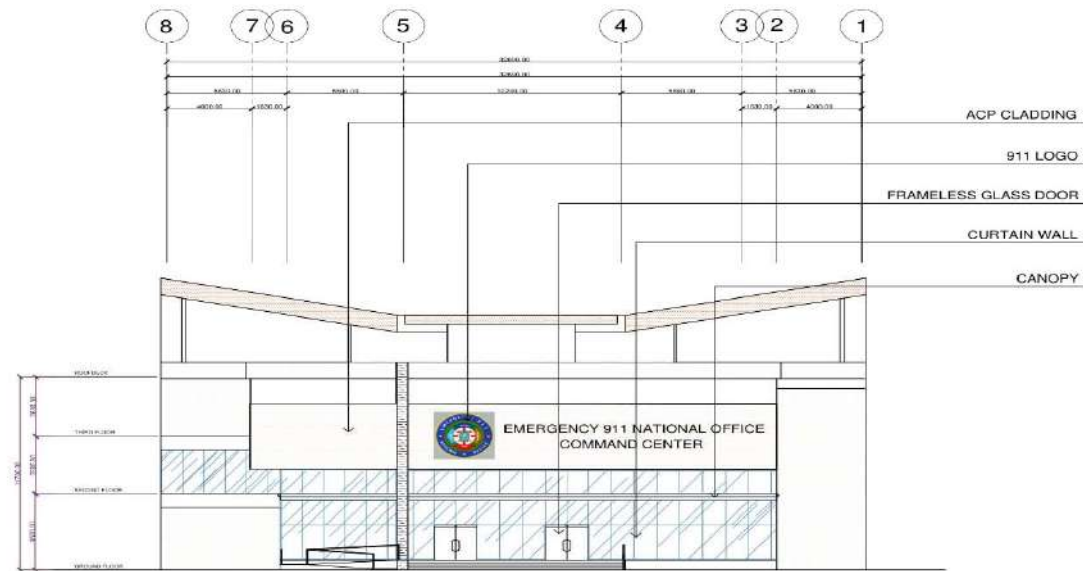
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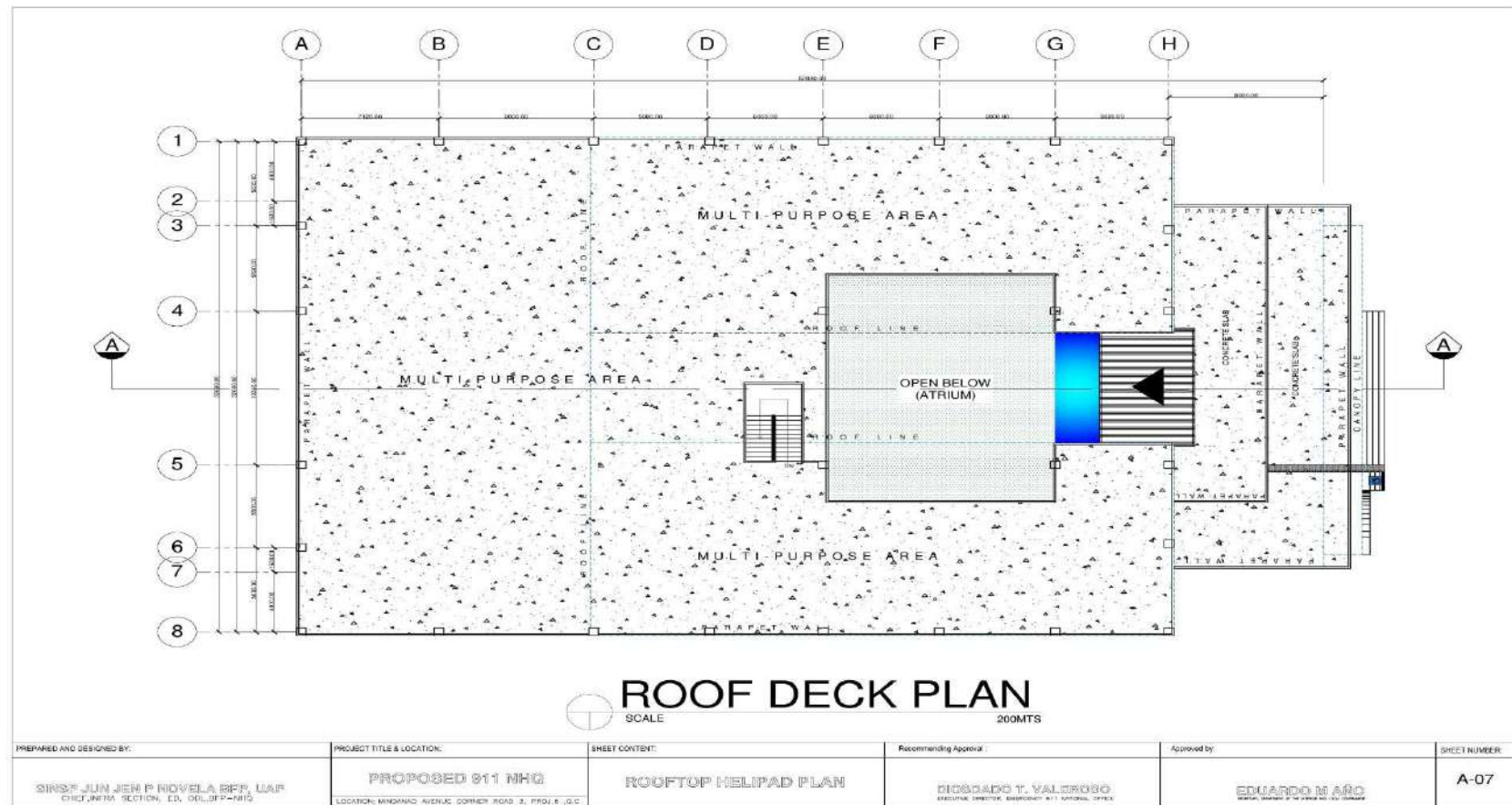
PREPARED AND DESIGNED BY: SINISIP JUN JEM P. NOVELA RFP, UAP CHIEF, NTRA SECTION, CD, DDLT P-NIG	PROJECT TITLE & LOCATION: PROPOSED 911 N.O. LOCATION: MINDANAO AVENUE CORNER ROAD 3, PROJ. 8, D.C.	SHEET CONTENT: PERSPECTIVE VIEWS VICINITY MAP SITE DEVELOPMENT PLAN	Recommending Approval: DICEDADO T. VALEROBO EXECUTIVE DIRECTOR, EMERGENCY 911 NATIONAL OFFICE	Approved By: EDUARDO M. AÑO MEMBER, UNIVERSITY OF THE PHILIPPINES - DILG	SHEET NUMBER: A-01
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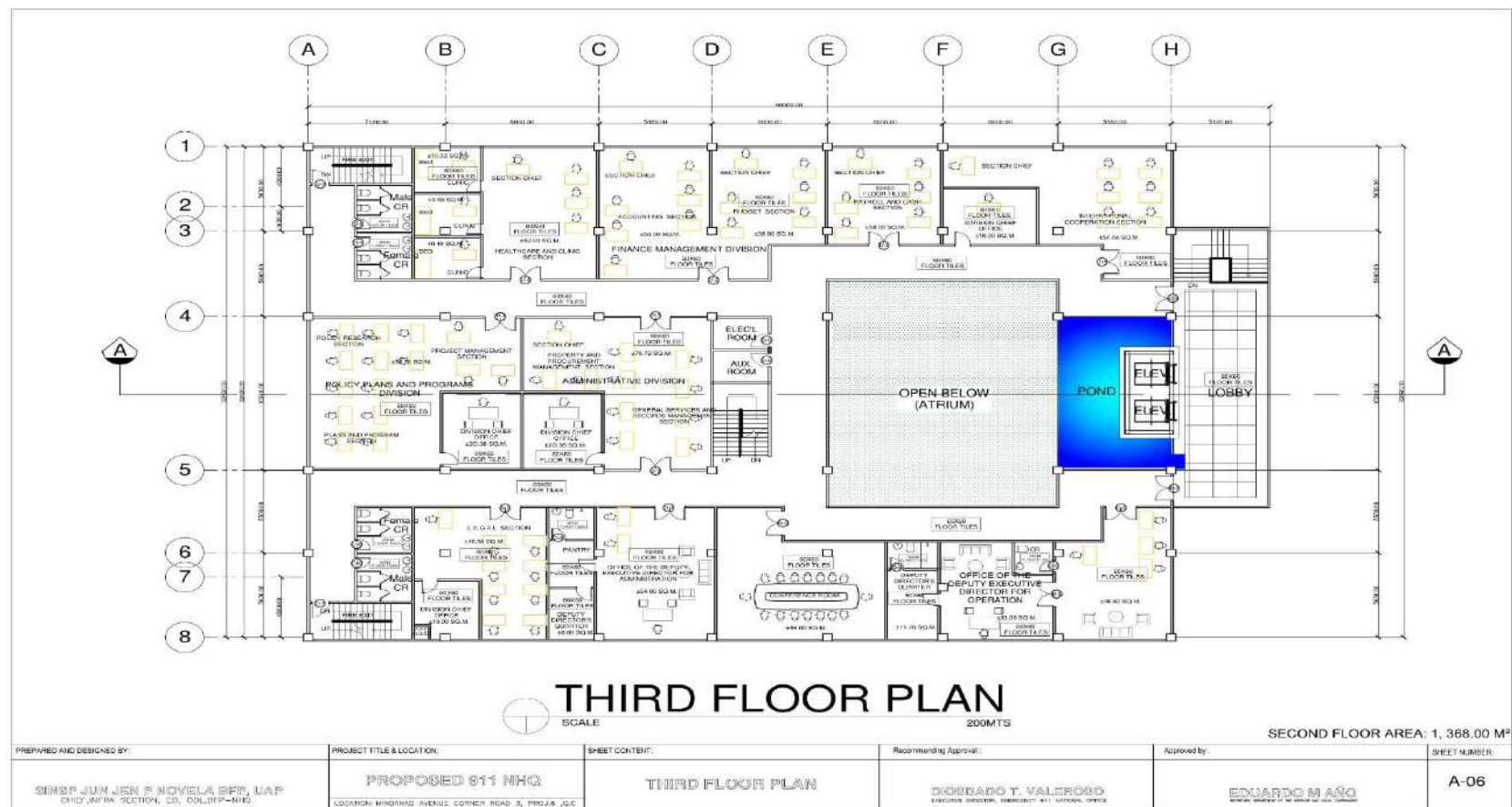


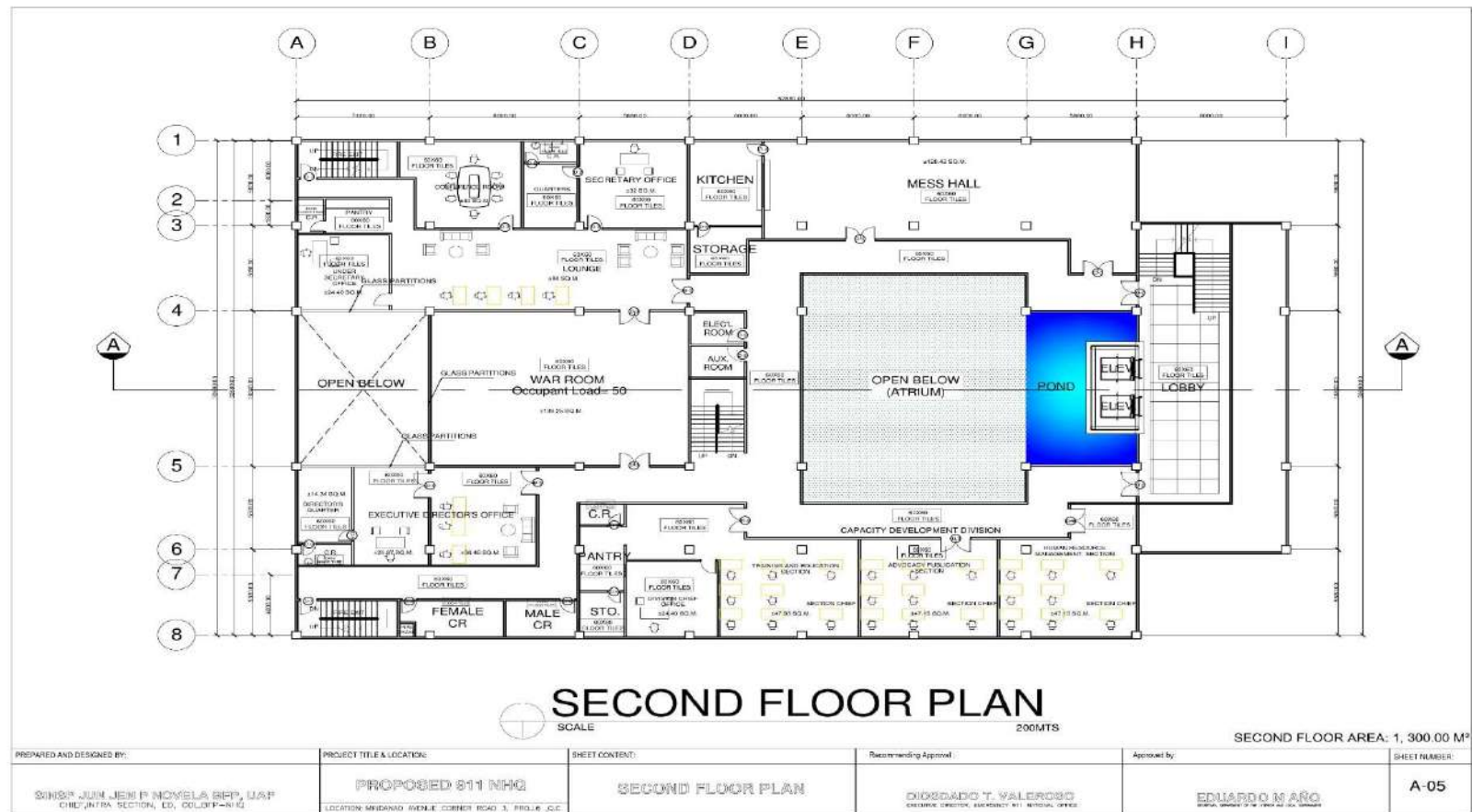


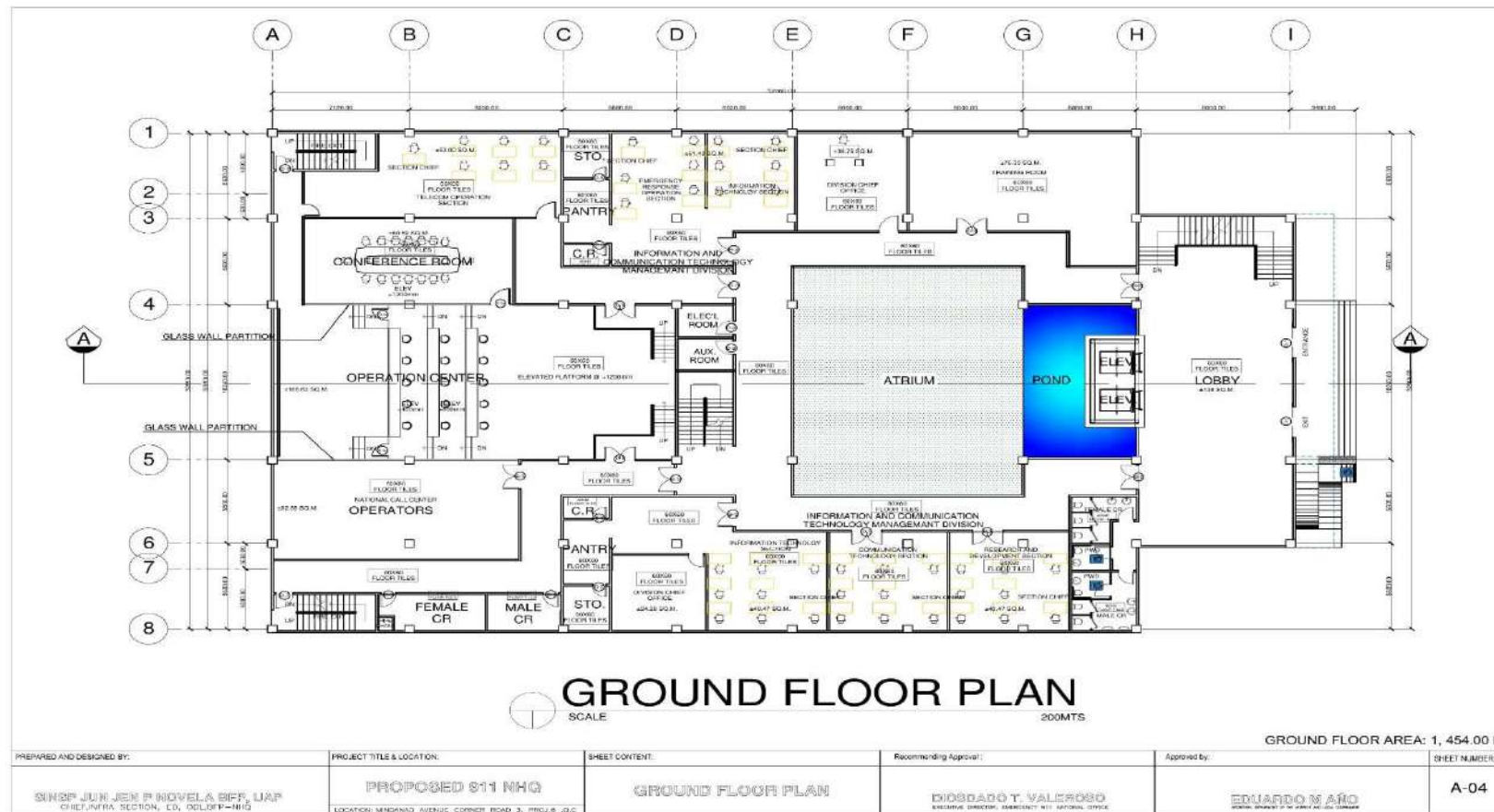
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SCALE 200MTS

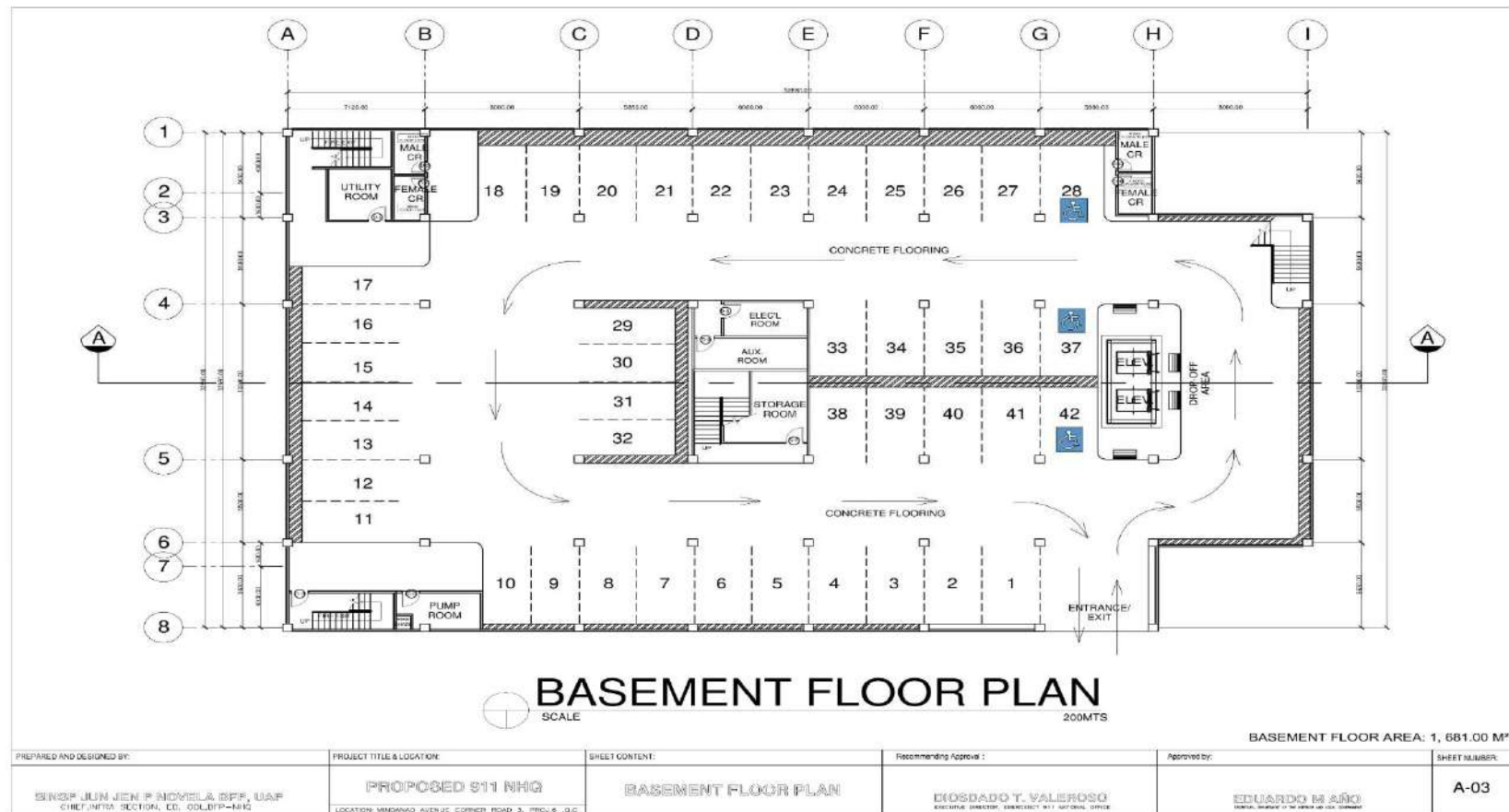
PREPARED AND DESIGNED BY:	PROJECT TITLE & LOCATION:	SHEET CONTENT:	Recommending Approval:	Approved by:	SHEET NUMBER:
SINSEP JUN JEN P NOVELA BFP, IAP CHIEF, MIRA SECTION, CD, ODL, BFP-NHQ	PROPOSED 911 NHQ LOCATION: MINDANAO AVENUE CORNER ROAD 3, PROJ. S .G.C	RIGHT SIDE ELEVATION	DIONISIO T. VALEROSO EXECUTIVE DIRECTOR, EMERGENCY 911 NATIONAL OFFICE	EDUARDO M. AÑO DIRECTOR, BUREAU OF FIRE PROTECTION	A-10











Annex 7.1 Seismic Study On “No Build” Zones, **October 2013, Earthquake, Quezon City, Bureau of Mines and Geosciences**

**Section VIII. Terms of Reference
for the Construction of Three-Storey
Emergency 911 National Office and
Command Center Building with
Lower Ground Parking and
Roof Deck**

**Section VIII. Terms of Reference
for the Construction of Three-Storey Emergency 911 National Office and
Command Center Building with Lower Ground Parking and Roof Deck**

1.0 PROJECT INFORMATION

- 1.1 The Project.** The Department of the Interior and Local Government [hereinafter also called “*the Procuring Entity*”] has received Allocation Fund from the General Appropriations Act of 2019 and intends to apply the amount of Pesos Two Hundred Million [*PhP 200,000,000.00*], being the Approved Budget for the Contract [ABC], toward the cost of the **Construction of Three-Storey Emergency 911 Command Center Building with Lower Ground Parking and Roof Deck** with Contract I.D. No **E911NOCC-2019-001** and hereinafter referred to as “*the Project*”, by way of Design and Build Scheme.

Bids received in excess of the ABC shall be rejected in accordance with Annex “G” of the Revised Implementing Rules and Regulations of R.A. 9184, otherwise known as the “Government Procurement Reform Act” [Annex "G" IRR/R.A. No. 9184]

- 1.2 Adoption Annex “G” IRR/R.A. No. 9184.** The Procurement of Design-Build and Contract Implementation of the Project shall be governed by *Annex “G” Guidelines For The Procurement And Implementation Of Contracts For Design And Build Infrastructure Projects, Revised Implementing Rules and Regulations of R.A. No. 9184* otherwise known as the *Government Procurement Reform Act* [hereinafter referred to as “IRR/RA No. 9184”] and all applicable building codes, regulations, and Department Orders which may be issued by DPWH.
- 1.3 Qualifications of Bidders.** Bidders should possess the necessary qualifications in accordance with the Bidding Documents, including Annex "G" IRR/R.A. No. 9184. Prospective bidders shall provide the necessary architectural, engineering, and supervision capability for multi-storey building structure.
- 1.4 Contractual Framework.** Annex "G" IRR/R.A. No. 9184 provides the guidelines for design and build procurement. Briefly, the contractual arrangement for the project is the Design and Build scheme. Under this scheme, the Procuring Entity awards a single contract for the architectural and engineering [A&E] designs and construction to a single firm, partnership, corporation, joint venture or consortium.

2.0 PROJECT DESCRIPTION

2.1 Location. Fig 2.1 shows the Project location at Quezon City.

2.2 Total Floor Area. The new Emergency 911 Command Center Building is a three [3] storey structure with lower ground parking and roof deck with an estimated Total Gross Floor Area [TGFA] of approximately **7,171 sqm [Table 2.1]**.

Table 2.1 Total Gross Floor Area [TGFA], New Emergency 911 National Office and Command Center Building		Floor Area (sqm)
Floor Area		
1.	Lower Ground Parking	1,681
2.	Ground Floor	1,454
3.	Second Floor	1,300
4.	Third Floor (assume roof)	1,368
5.	Roof Deck	1,368
Total Floor Area		7,171

2.3 Project Components. Table 2.2 shows the Project Components.

Component	Particulars
Architectural and Engineering Designs	Complete plans, drawings, specifications, BOQ and cost estimation, construction management, progress reports and claims for payments and completion reports
Site Civil Works	Site drainage/ flood control, site stabilization, sanitary works forming part of the site civil works, and pavement and road right-of-way [RROW] improvements as applicable/ needed, including pavement markings, etc., with pertinent plans and designs prepared by a duly-Registered and Licensed Civil Engineer
Architectural Works	All masonry, finishing, acoustics, lighting, moisture protection/ thermal, glazing, wood/ plastics, fenestrations [doors & windows], with pertinent plans and designs prepared by a duly-Registered and Licensed Architect
Structural Works	Foundation, earthquake-proof superstructure, roof and communications tower support systems, etc.], with the pertinent plans and designs prepared by a duly-Registered and Licensed Civil Engineer, who must specialize in structural design practice.

Electrical Works	All electrical systems, including back-up power generator set and solar panel, with pertinent plans and designs prepared by a duly Registered and Licensed Professional Electrical Engineer [PEE]
Mechanical Works	Fire Protection, automatic fire suppression system and elevator with the pertinent plans and designs prepared by a duly-Registered and Licensed Professional Mechanical Engineer [PME]
Plumbing Works	Water tanks and supply systems with pertinent plans and designs prepared by a duly-Registered and Licensed Master Plumber
Sanitary Works	Water sewage, sanitary and disposal systems with pertinent plans and designs prepared by a duly-Registered and Licensed Sanitary Engineer
Information and Communications Technology (ICT) Works	Conceptualize, design, test and oversee the installation of communications and electronic systems that includes vertical and horizontal LAN cabling, CCTV-ready and provision for data center/ server room.

- 2.4 Concept Plans and Images.** Section VII shows indicative concept plans and images. The concept drawings are only for illustration purposes. The Bidder/Contractor may propose alternative schemes in its Bid Proposal subject to final verification and confirmation by the Procuring Entity during the actual conduct of Architectural and Engineering Design Services by Design and Build Contractor.

3.0 SCOPE OF DESIGN AND BUILD CONTRACT AGREEMENT

- 3.1 General Activities.** The Design-Build Contractor [DBC] shall conduct the following:

3.1.1 Conduct of Architectural and Engineering [A&E] Surveys. Annex "G" IRR/RA No. 9184 specifies that the DBC shall conduct the surveys in its Bid Proposal and present to DILG their results and findings which would impact on the detailed A&E designs of the Project. The DBC shall include the findings and recommendations and effects, if any, on the Technical and Financial Components of its Bid Proposal in its report on Conceptual Engineering Designs of the Project. The DBC shall be responsible for the accuracy and verification of data and compliance with policies in Annex "G":

- a] *"Section 13.2. The contractor shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the procuring entity to meet all regulatory approvals as specified in the contract documents."*
- b] *"Section 13.5 As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval."*

"Change Orders resulting from design errors, omissions or non-conformance with the performance specifications and parameters

and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the procuring entity.”

- c] *“Section 13.9. The contractor shall provide all necessary equipment, personnel, instruments, documents and others to carry out specified tests.”*
- d] *“Section 13.11. The contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty periods specified in Section 62.2.2 of the IRR-A.”*
- e] DPWH Engineering Survey Guidelines
 - e1] All surveys shall follow *Chapter II, Part I, Volume I, Survey and Investigation, DPWH Design Guidelines, Criteria and Standard and Manual on Technical Requirements for Surveying and Investigation of Public Works and Highways Projects* and applicable provisions of existing laws, codes or Department Orders.
 - e2] Topographic Survey shall be undertaken by the use of an electronic total station or RTK GPS survey equipment or combination of both in order to gather the precise position of existing, waterways, drainage, structures, utilities, and other features as needed.

3.1.2 Preparation of the Conceptual and Pre-Detailed Engineering Designs [CED] For the Project Components. The DBC shall prepare and submit to the DILG the draft Conceptual Engineering Designs [CEDs] for each of the Components. The CEDs shall conform to Section VI MPSP. The DBC shall submit a report on the CED to the DILG.

Building design shall conform to the provisions of the National Building Code of the Philippines (PD 1096), National Structural Code of the Philippines, Electrical Engineering Law (RA 7920), Mechanical Engineering Law (RA 5336), Plumbing Code (RA 1378, 1993-1994 Revisions), Fire Code (RA 9514) and other laws and regulations covering environmental concerns and local ordinances and regulations.

3.1.3 Preparation of the Revised Conceptual Engineering Design [RCEDs].The DBC shall prepare and submit the Revised CEDs for each Project Component following the Minutes of Discussion with DILG. The DBC shall submit a report on the Revised CEDs for the issuance of a *“Notice of No Objection”* from the DILG following the Minutes of Discussion.

3.1.4 Preparation of the Detailed Engineering Design [DED] for Approval of the DILG

- a] After the Procuring Entity, DILG and DBC have agreed on the CEDs, the DBC shall prepare and submit the final DED to the DILG for approval. The DBC shall adopt a format acceptable to DILG for its report.

- b] Guidelines under Annex G IRR/RA 9184. Annex “G” defines the following;
- b1] *“Section 8. Detailed Engineering Requirements provides -*
- “8.1. Upon award of the design and build contract, the winning bidder shall be responsible for the preparation and submission of all necessary detailed engineering investigations, surveys and designs in accordance with the provisions of Annex “A” of this IRR, [with the exception of the bid documents and the ABC].*
- “8.2. The procuring entity shall ensure that all the necessary schedules with regard to the submission, confirmation and approval of the detailed engineering design and the details of the construction methods and procedures shall be included in the contract documents.*
- “8.3. The procuring entity shall review, order rectification, and approve or disapprove – for implementation only - the submitted plans within these schedules. All instructions for rectification shall be in writing stating the reasons for such rectification. The design and build Contractor shall be solely responsible for the integrity of the detailed engineering design and the performance of the structure irrespective of the approval/confirmation by the procuring entity.”*
- b2] Changes in Design and Construction Requirements. *Section 13.5 provides - "As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval."*
- c] Contractor's Responsibility. The data and information in the Bidding Documents are for reference only. The Procuring Entity does not guarantee that these data are fully correct, up to date, and applicable to the project at hand. The Contractor is responsible for the accuracy and applicability of all data that it will use in its design and build proposal and services as stated in Section 7, Annex “G” IRR RA 9184].

3.2 Scope of Construction. The DBC shall fully undertake the Construction Works for all Project components.

- 3.2.1 The DBC shall implement the construction of the Project in accordance with its Bid Proposal and any modifications which may be agreed upon during the discussion on Conceptual Engineering Designs [CEDs] as officially recorded in the *Minutes of Discussion* with DILG and final Detailed Engineering Designs approved by DILG.
- 3.2.2 The DBC shall undertake the construction of the Project in accordance with Section VI. Minimum Performance Standards and Parameters [MPSP] and the DPWH Blue Book, Volume II.

4.0 PRELIMINARY STUDIES AND DESIGN ACTIVITIES

The DBC shall conduct and/or undertake the following:

4.1 Site Inspection and Survey

- 4.1.1 Reconnaissance shall include ocular inspection of the project site and its surrounding area.
- 4.1.2 Lot area shall be subject to preliminary detailed engineering survey.
- 4.1.3 The survey shall determine the area, topography, contours, elevation and surveys of existing trees at the project site.
- 4.1.4 Soil investigation shall include the testing and analyses of soil samples, soil boring tests five boreholes at 25 m. maximum depth or until hard strata is reached, geotechnical reports to determine load-bearing capacity and other relevant physical properties needed prior to production of construction drawings.

4.2 Conceptual Design

- 4.2.1 The floor plan of the Emergency 911 National Office and Command Center Building shown on Section VII Conceptual Designs, Drawings And Studies is only for ideation purpose of the Bidders. Bidders are required to present their respective images of the Project in its Approach and Work Plan as part of the Bid Proposal based on Section VIII Terms of Reference and Section VI MPSP.
- 4.2.2 Cost estimates following Section X Bid Forms in Envelope No. 2.

4.3 Detailed Architectural and Engineering Design Services

- 4.3.1 Prepare from the approved conceptual design, schematic or design development drawings and design parameters including any revisions and refinements as approved and required by the DILG; including but not limited to:
 - a. Detailed Architectural Plans
 - b. Detailed Structural Design Analysis and Plans for Progressive Type ideal up to fifth floor
 - c. Detailed Electrical Plans and Electrical Design Analysis
 - d. Detailed Sanitary and Plumbing Plans
 - e. Detailed Mechanical Plans
 - f. Detailed Communications Network Layout
 - g. General Notes and Technical Specifications describing type and quality of materials and equipment to be used, manner of

- construction and the general conditions under which the project is to be constructed.
- h. Bill of Quantities, Detailed Cost Estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals;
 - i. Complete construction drawings for the work required for the architectural, structural, civil, electrical, plumbing/sanitary, mechanical and other service-connected equipment, utilities, site planning aspects and related works, and the site development plan of the project's immediate environs.
- 4.3.2 Prepare the scope of work for construction
- 4.3.3 Coordinate with all offices and agencies concerned, within and outside LGU regarding utility connections, permits and other requirements needed.
- 4.3.4 Periodically coordinate and present the status of the design phase to the DILG.
- 4.3.5 All drawings included in the contract documents should be drawn using AutoCAD 2016 software and plotted on a 20" x 30" sheets. All other textual submittals shall be printed and ring-bound on A4-sized sheets.
- 4.3.6 Where required, design components shall be designed in coordination with the agencies concerned [e.g. Meralco, water and sewage companies].
- 4.3.7 Partial and earlier submission of the construction drawings, such as those affecting the preliminary stages of construction [site works, foundation works, etc.] shall be allowed. After the Procuring Entity issues a *Notice of No Objection* to the Detailed Engineering Plans, the DBC may immediately proceed with the Construction Phase provided all necessary Pre-Construction tasks have been accomplished.

4.4 Construction Services

4.4.1 Pre-Construction Phase

- a] Secure all necessary building permits prior to construction. All incidental fees shall be included in the cost estimate of the building;
- b] Preparation of the PERT-CPM, Bar Chart, S-Curve, Cash Flow Schedule, Manpower and Equipment Utilization Schedule of the construction phase;
- c] Provide all other necessary documents that shall be required by the Client.
- d] Prepare Construction Safety and Health Program.

4.4.2 Construction Phase

- Implement all works indicated in the approved construction drawings and documents. All revisions and deviation from the approved plans, especially if it shall impact the overall cost of the project, shall be subject for approval;
- a] Provide soil filling, grading and other soil protection measures of the building and other elements of the site, in response to the results of soil testing and materials testing;
 - b] Construct the building and other necessary structures, complete with utilities and finishes, resulting in operable and usable structures;
 - c] Construct sidewalks and curb cutouts, paving, driveways, parking slots, and, walkways within the project site;
 - d] Provide protection or relocation of existing trees affected by construction [if any];
 - e] Preparation of shop-drawings for approval;
 - f] Coordinate with the DILG regarding scheduling of delivery and installation of all owner-furnished materials and equipment during construction;
 - g] Conduct all necessary tests and issue reports of results;
 - h] Rectification of punch-listing works to be inspected and issued by the DILG;
 - i] Provide all other necessary documents that shall be required by the DILG;

4.4.3 Post Construction Phase

- a] Preparation of as-built plans
- b] Turn-over of all manuals, certificates and warranties of installed items; and
- c] Provide all other necessary documents that DILG shall require;
- d] Occupancy Permit

5.0 APPROVED BUDGET FOR THE CONTRACT [ABC]

The **Approved Budget for the Contract [ABC] is Two Hundred Million Pesos [PhP 200,000,000. 00]**. This is the ceiling for eligible, acceptable bids for **all** Works. The Bidder shall submit **only one total cost for all Works**. Bids higher than the ABC shall be automatically rejected.

6.0 CONTRACT DURATION AND IMPLEMENTATION SCHEDULE

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6.1 Contract Duration. The Contract Duration shall be for Three Hundred Sixty Five (365) Days or twelve (12) months to start seven (7) calendar days from the date of the issuance of the Notice to Proceed [NTP], shown on **Fig. 6.1**.

6.1.1 Design Preparation	:	Thirty [30] Calendar Days [1 month]
6.1.2 Permits and Licenses	:	Sixty [60] Calendar Days [2 months]
6.1.3 Construction	:	Three Hundred Five [305] Calendar Days [10 months]
Total	:	Three Hundred Sixty-Five Calendar Days [12 months]

Figure 6.1 Implementation Schedule

Year	Year 1 (2020)												Year 2 (2021)												
Month	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	
Design-Build Bidding																									2
A&E Design Preparation																									1
Permits and Licenses																									2
Construction																									10
Total Months																								14	

7.0 CONTRACT IMPLEMENTATION

The implementation of the Emergency 911 National Office and Command Center Building with Roof Deck and Lower Ground Parking (Progressive Type) shall comply with Annex "E" *Contract Implementation Guidelines for The Procurement of Infrastructure Projects* and Annex "G" IRR/R.A. No. 9184 with reference to the following provisions:

- 7.1 No works shall commence unless the contractor has submitted the prescribed detailed design drawings as requirements for the Building Permit and the DILG has given written approval. Work execution shall be in accordance with reviewed and approved documents.
- 7.2 The DBC shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the concerned Building Officials to meet all regulatory approvals as specified in the contract documents.

- 7.3 The DBC shall submit a detailed program of works within five (5) working days after the issuance of the Notice to Proceed for approval by the procuring entity that shall include, among others:
- 7.3.1 The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction;
 - 7.3.2 Periods for review of specific outputs and any other submissions and approvals;
 - 7.3.3 Sequence of timing for inspection and tests;
 - 7.3.4 General description of the design and construction methods to be adopted;
 - 7.3.5 Number and names of personnel to be assigned for each stage of the work;
 - 7.3.6 List of equipment required on site for each stage of the work; and
 - 7.3.7. Description of the quality control system to be utilized for the project.
- 7.4 Any errors, omissions, inconsistencies, inadequacies or failure submitted by the contractor that do not comply with the requirements shall be rectified, resubmitted and reviewed at the contractor's cost. If the contractor wishes to modify and design or document which has been previously submitted, reviewed and approved, the contractor shall notify the DILG within a reasonable period of time and shall shoulder the cost of such changes.
- 7.5 As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders:
- 7.5.1 Change Orders resulting from design errors, omissions or non-conformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the DILG.
 - 7.5.2 Provided that the DBC suffers delay and/or incurs costs due to changes or errors in the DILG performance specifications and parameters, the contractor shall be entitled to either one of the following:
 - A. An extension of time for any such delays under Section 10 of Annex "E" of IRR (RA 9184); or
 - B. Payment for such costs as specified in the contract documents, provided, that the cumulative amount of the variation order does not exceed ten percent (10%) of the original project cost.
 - 7.5.3 The contract documents shall include the manner and schedule of payment specifying the estimated contract amount and installments in which the contract will be paid.
 - 7.5.4 The contractor shall be entitled to advance payment subject to the provisions of Section 4 of Annex "E", IRR (RA 9184).
 - 7.5.5 The contractor shall provide all necessary equipment, personnel, instruments, documents and others to carry out specified tests.
 - 7.5.6 This design and build project shall have a minimum Defects Liability Period of

one (1) year after contract completion or as provided for in the contract documents. This is without prejudice to the liabilities imposed upon the engineer/architect who drew up the plans and specification for building sanctioned under Section 1723 of the New Civil Code of the Philippines.

- 7.5.7 The DBC shall be held liable for design and structural defects and/or failure of the completed project within the warranty period of 15 years for permanent structures/buildings as specified in Section 62.2.3.2 of the IRR (RA 9184)

8.0 OBLIGATIONS OF THE PROCURING ENTITY

In general, the Procuring Entity shall:

- 8.1 Provide available data to the DBC. The Procuring Entity informs that data and information in the Bidding Documents are for reference and does not guarantee that these are fully correct, up to date, and applicable to the project at hand. The DBC is responsible for the accuracy and applicability of all data, including the above, that it would use in its design and build proposal and services, as provided in Annex “G” specifies that the data below are for reference only;
- 8.2 Acquire road right of way;
- 8.3 Approve the Contractor’s design without diminishing its full sole responsibility for the quality and integrity thereof as DBC;
- 8.4 Monitor the implementation of the projects in coordination;
- 8.5 Pay the Contractor’s submitted accomplishment accepted in conformity with the payment schedule in the approved build contract; in accordance with the designs approved by the Procuring Entity and government accounting and auditing rules and regulations;
- 8.6 Designate an on-site Representative to the Project; and
- 8.7 Perform other responsibilities as may be specified in the contract agreement.

9.0 OBLIGATIONS OF THE DESIGN AND BUILD CONTRACTOR [DBC]

The DBC shall:

- 9.1 Certify that it has inspected and examined the proposed project site, its surroundings and existing infrastructure and facilities related to the execution of the work and has obtained all the pieces of information that are considered necessary for the proper execution of the work covered in the Bidding Documents;
- 9.2 Ensure that all works at the stages of design, construction, restoration of affected areas, and testing and commissioning shall be carried out efficiently and effectively;

- 9.3 Provide the DILG with complete reports such as technical analysis, maps and details regarding the existing conditions and proposed improvements within the site;
- 9.4 Be accountable for accidents that might occur during the execution of the project and install warning signs and barriers in accordance with Department of Labor and Employment (DOLE) guidelines and construction safety procedures in the Bidding Documents for the safety of the general public and the avoidance of any accidents;
- 9.5 Be professionally liable for the design and shall submit all its basic designs, plans, and as part of its Technical Proposal using Section X Bid Forms and Qualification Information. The Contractor shall be liable for design and structural defects and/or failure of completed projects within the period specified in IRR/R.A. No. 9184;
- 9.6 Implement designs, plans, and drawings in accordance with Section VI Minimum Performance Standards and Specifications [MPSP] approved by DILG; and submit basic architectural plans as required in its Approach and Methodology, Section X, Bid Forms and Qualification Information.
- 9.7 Implement Flood Mitigating Measures as proposed in the Geo-hazard Certifications issued by the DENR.
- 9.8 Perform other responsibilities in the contract agreement.

10.0 PROJECT DELIVERABLES OF THE DESIGN AND BUILD CONTRACTOR

The following submittals and accomplished documents shall be duly completed and turned-over by the DESIGN & BUILD CONTRACTOR for the project:

10.1 Pre-Design Phase

- 10.1.1 Reconnaissance Report
- 10.1.2 Survey Sketch Plans [with technical description]
- 10.1.3 Site survey, topographic survey, geotechnical report and all other pertinent data elated to the conditions of the project site
- 10.1.4 Preliminary Architectural and Engineering designs and layouts
- 10.1.5 Outline specifications and cost estimates.

10.2 Design Phase

- 10.2.1 Construction plans [signed and sealed] that include Architectural, Civil, Structural, Electrical, Mechanical, Communications Network Layout, Fire Protection and Plumbing plans [8 sets hardcopy and 1 softcopy]
- 10.2.2 Technical Specifications [8 sets hardcopy and 1 softcopy]
- 10.2.3 Detailed Cost Estimate [8 sets hardcopy and 1 softcopy]
- 10.2.4 Bill of Quantities [8 sets hardcopy and 1 softcopy]
- 10.2.5 Documents required for securing the Building Permit
- 10.2.6 Drawings and reports that DILG may require for the periodic update concerning the status of the design phase.

10.3 Construction Phase

- 10.3.1 Monthly Progress Reports
- 10.3.2 As-built plans [4 sets hardcopy and 1 softcopy]
- 10.3.3 All necessary permits [Fees shall be included in the contract]
- 10.3.4 Shop drawings
- 10.3.5 PERT-CPM
- 10.3.6 Test results
- 10.3.7 Guarantees, warranties and other certificates
- 10.3.8 Fire and Safety Compliance and Commissioning Report [FSCCR] and Fire Safety Maintenance Report [FSMR]
- 10.3.9 Certificate of Occupancy
- 10.3.11 All other documents necessary in line with the construction as may be required by DILG

11.0 WARRANTY PERIOD

The Contractor shall guarantee the completed Works against structural defects and failure for its satisfactory performance vis-à-vis, the prescribed minimum performance specifications during the lifetime of the structure. For this purpose, the Contractor shall post a warranty security in the form of surety bond, callable on demand issued by a reputable institution, and based on the prescribed percentage of the contract price provided in the Bidding Documents.

12.0 PROCEDURE AND CRITERIA FOR BID EVALUATION

12.1 Two-Step Evaluation Procedure in Annex G IRR RA 9184. For the detailed evaluation of the design and build proposals, the BAC shall adopt a two-step procedure which shall apply in case of any inconsistencies with the contents of the tender documents, to wit:

12.1.1 First-Step Procedure

a) Eligibility Checklist and Detailed Review of Bidder's Compliance with Qualification Information

- a1] The first activity of the evaluation involves the compliance of a Bidder in the submission of the Checklist of Eligibility Requirements using a non-discretionary “*Pass/Fail*” criteria. Only those Bidders which pass the checklist shall be eligible for the second activity.
- a2] The second activity involves a detailed Review and checking of the completeness, sufficiency, and compliance of a Bidder's Class “A” Requirements including Experience in Similar Design and Build Projects with at least 50% of the ABC; and Class “B” Requirements including Bidder's Joint Venture/Consortium with a Contractor or Design Entity with at least one completed Design and Build Project with applicable criteria in cost of project or design.

A Bidder who fails to meet any of the requirements at any stage in the Checklist and Detailed Evaluation shall no longer qualify for the evaluation of the remaining requirements and shall be disqualified.

- b) Technical Evaluation of Design and Build Bid Requirements.** A Bidder shall be evaluated based on compliance and submission of the technical requirements in Section X Bid Forms and Qualification Information for **Design and Build** using a non-discretionary “*Pass/Fail*” and a Point-System as follows:

Criteria	Points
Approach and Methodology	40
Quality of Proposed Personnel	60
Total	100

Criteria for Conceptual Design			
	PASSED	FAILED	Remarks
1. Architectural/Design Consideration:			
Drawing Requirements (AutoCAD)			
-3D Rendered Perspective (Architectural Character)			
Site Development Plan			
Conceptual Design			
-Floor Plans a. Distribution b. Circulation c. Light and Ventilation d. Sizes, Areas and Shape			
-Front, Rear, Left and Right Side Elevations a. Light and Ventilation b. Height c. Location of Doors and Windows			
-Sections (a. Longitudinal Section; b. Cross Section)			
- Architectural Interiors and Exterior Finishes			
2. Civil/Structural/Structural Analysis			
Drawing Requirements (AutoCAD)			
-Structural Design Criteria and Design Notes, Structural Design Concept.			
-Foundation plan;			
-Floor Framing Plans;			
-Stair Details			
-Elevator Structural Framing Plans and Details			
3. Electrical			
Drawing Requirements (AutoCAD)			
- Electrical Design Analysis and Computation			
- General notes ,Power Riser Diagram, Single Line Diagram, Legends and symbols, Schedule of Loads			
- Power and Lighting Layout System			
-Fire Alarm System,			
-ACU			
-Grounding System			
4. Information and Communications Technology Plans			
5. Sanitary/Plumbing			
Drawing Requirements (AutoCAD)			
-General Notes, Legend and Symbols			
-Water Supply, Sanitary Line, Vent and Storm drainage layout			
-Isometric Diagram			
6. Mechanical			
Drawing Requirements (AutoCAD)			
-General Notes			
-Legends and symbols			
-Fire protection System plans and layout			

Bidders shall present their building design in 2D and 3D presentation at suitable scale on 20"x30" blue print paper or A3 white print minimum size. Such presentation will be viewed and subject for comment, correction and verification from the procuring entity.

A Bidder who fails to submit any of the requirements or submits incomplete or insufficient information at any stage in the evaluation shall no longer qualify for the evaluation and shall be disqualified.

12.1.2 Second-Step Procedure

- a] Only those bids that passed the above criteria shall be subjected to the second step of evaluation. The Procuring Entity shall inform the results and Eligible Bidders shall be notified.
- b] The BAC shall open the Financial Proposal of each "*Passed*", eligible bidder in the presence of the Bidder's Authorized Representatives and shall read out the prices. The "*As Read*" financial bids shall be ranked, in ascending order, from lowest to highest.
- c] The BAC shall automatically disqualify any total calculated bid prices exceeding the ABC.
- d] The BAC shall review the bid prices of eligible Bidders and determine the Lowest Calculated Bid [LCB].

Section IX.

Bill of Quantities [BOQ]

Section IX. Bill of Quantities [BOQ]

- 8.1 In accordance with *Section 4 Definition of Terms, Annex G IRR/RA 9184*,
- "a. *Approved Budget for the Contract (ABC). This shall be a lump sum amount that shall cover the cost of design and construction works (at the option of the procuring entity) based on the conceptual design and performance specifications and in accordance with applicable provisions of the law or agency guidelines. The ABC shall be calculated based on either the approximate quantities of work of the conceptual design, from standardized designs or from cost records of previous projects of similar kind.*"
- 8.2 *"Section 7. The above data are for reference only. The Procuring Entity does not guarantee that these data are fully correct, up to date, and applicable to the project at hand. The Contractor is responsible for the accuracy and applicability of all data, including the above, that it will use in its design and build proposal and services."*
- 8.3 *"Section 10.2. The second envelope (Envelope No. 2 Financial Proposal) shall contain all the required documents for infrastructure projects under Section 25.3(b) of the IRR- A of R.A. 9184 and the following additional documents:*
- i. Lump sum bid prices, which shall include the detailed engineering cost, in the prescribed Bid Form;*
 - ii. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid; and*
 - iii. Cash flow by the quarter and payments schedule."*
- 8.4 The Summary of Work Items and Bill of Quantities shall be placed in Envelope No. 2 Financial Proposal. The following form for the Bill of Quantities is a "Sample Only". The Bidder may use its own format and is required to submit all items of work necessary to complete the Project based on the conceptual design.
- 8.5 Annex G provides - *"13.5. As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval..."*

BILL OF QUANTITIES
Construction of the Three-Storey Emergency 911 National Office and Command
Center Building
Quezon City, Metro Manila
Design and Build Scheme

Item No.	Description	Unit	Quantity	Unit Price	Amount	Remarks
PART A.	Construction of the Emergency 911 National Office and Command Center Building (Direct Cost)					
A.1	Facilities for the Engineers	mo.	12	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.2	Permits	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.3	Site Works/Earthworks/ Demolition/ Termite Control	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.4	Architectural Works, ACP Cladding	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.5	Concrete Works (Progressive construction)	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.6	Reinforcement Works (Progressive Construction) With Base Isolation System	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.7	Formworks Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.8	Roofing Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.9	Tileworks	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.10	Doors, Windows and curtain walls	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.11	Metal Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.12	Masonry Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.13	Water Proofing Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	

READ AND ACCEPTED AND GOOD FOR AGREEMENT

Date: _____
Signature: _____
For the Capacity as: _____
Duly authorized to sign Bids and on behalf of _____

BILL OF QUANTITIES
Construction of the Three-Storey Emergency 911 National Office and Command
Center Building
Quezon City, Metro Manila
Design and Build Scheme

Item No.	Description	Unit	Quantity	Unit Price	Amount	Remarks
PART A.	Construction of the Emergency 911 national Office and Command Center Building (Direct Cost)					
A.13	Carpentry Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.14	Painting Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.15	Mechanical Works (Air Conditioning and Ventilation System)	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.16	Fire Protection Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.17	Electrical Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.18	Information and Communications					
A.19	Plumbing Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
	Sub-Total Cost			In words: Pesos	In words: Pesos	
	(Part A)			In figures: Pesos	In figures: Pesos	

READ AND ACCEPTED AND GOOD FOR AGREEMENT

Date: _____

Signature: _____

For the Capacity as: _____

Duly authorized to sign Bids and on behalf of _____

BILL OF QUANTITIES
Construction of the Three-Storey Emergency 911 National office and Command Center
Building
Quezon City, Metro Manila
Design and Build Scheme

PART B	OTHER GENERAL				
B.1	Provide Project Sign Board	each	2.00	In words: Pesos	In words: Pesos
				In figures: Pesos	In figures: Pesos
B.2	Construction Safety and Health	L.S	1.00	In words: Pesos	In words: Pesos
				In figures: Pesos	In figures: Pesos
B.3	Mobilization/Demobilization	L.S	1.00	In words: Pesos	In words: Pesos
				In figures: Pesos	In figures: Pesos
	SUB TOTAL COST (PART B)	L.S	1.00	In words: Pesos	In words: Pesos
				In figures: Pesos	In figures: Pesos

READ AND ACCEPTED AND GOOD FOR AGREEMENT

Date: _____
Signature: _____
For the Capacity as: _____
Duly authorized to sign Bids and on behalf of _____

BILL OF QUANTITIES
Construction of the Three-Storey Emergency 911 National Office and Command
Center Building
Quezon City, Metro Manila
Design and Build Scheme

Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)	Remarks
PART C	Profit (__ % of Part A)	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
PART D	Overhead Cost and Maintenance (__ % of Part A)	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
PART E	Taxes (__ % of Part A to Part C)	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
PART F	Detailed Architectural and Engineering Design (__ % of Part A to Part E) as defined in RA9184.	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
	GRAND TOTAL COST for Design and Construction (Part A to Part F)	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	

READ AND ACCEPTED AND GOOD FOR AGREEMENT

Date: _____

Signature: _____

For the Capacity as: _____

Duly authorized to sign Bids and on behalf of _____

Section X.

Bid Forms and Qualification Information

Section X. Bid Forms And Qualification Information

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*Absence any of the forgoing shall be a ground for disqualification.

1.0 Bid Submission Form

Date: _____

IAEB¹ N^o: _____

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

Address: *[insert address]*

We, the undersigned, declare that:

- [a] We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
- [b] We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;
- [c] Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- [d] If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;
- [e] Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- [f] We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- [g] Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- [h] We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- [i] We understand that you are not bound to accept the Lowest Evaluated Bid or any other Bid that you may receive.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

¹ If ADB, JBIC and WB funded projects, use IFB.

2.0 Form Of Bid Security [Bank Guarantee]

WHEREAS, [insert name of Bidder] [hereinafter called the “Bidder”] has submitted his bid dated [insert date] for the [insert name of contract] [hereinafter called the “Bid”].

KNOW ALL MEN by these presents that We [insert name of Bank] of [insert name of Country] having our registered office at [insert address] [hereinafter called the “Bank”] are bound unto [insert name of PROCURING ENTITY] [hereinafter called the “Entity”] in the sum of [insert amount]² for which payment well and truly to be made to the said Entity the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder:
 - [a] withdraws his Bid during the period of bid validity specified in the Form of Bid; or
 - [b] does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
2. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
 - [a] fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - [b] fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay to the Entity up to the above amount upon receipt of his first written demand, without the Entity having to substantiate his demand, provided that in his demand the Entity will note that the amount claimed by him is due to him owing to the occurrence of one or both of the TWO [2] conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date [insert days]³ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension[s] to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____ WITNESS
_____ SEAL _____

[Signature, Name and Address]

² The Bidder should insert the amount of the guarantee in words and figures, denominated in the currency of the Entity's country or an equivalent amount in a freely convertible currency. This figure should be the same as shown of the Instructions to Bidders.

³ If the Funding Source is ADB, JBIC, or WB, usually 28 days after the end of the validity period of the Bid. Date should be inserted by the Entity before the Bidding Documents are issued.

3.0 Contractor's Certification On Single (One) Biggest Completed, Ongoing Including Projects Awarded But Not Yet Started

[Date]

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

Address: *[insert address]*

Dear Sir:

In connection with the Eligibility Checklist, we hereby certify that our Single [One] Biggest Completed, Ongoing Including Projects Awarded But Not Yet Started, With their Certificates Of Completion and/or Notices of Award are listed on TPF 1 of our Bid Proposal.

Our projects include *[insert number]* Completed *[or On-going or Awarded]* Similar Projects which is least 50% Of The ABC of PhP 100,000,000.00.

[Delete if not applicable]:

The list of Similar Projects of our Joint Venture/Consortium Design Entity *[insert name of Designer]* is listed on TPF 1.2. The projects include *[insert number]* Completed and On-going or Awarded Projects with *[insert number]* projects with a Design Cost Of 50% of the Design Cost of the Project-at-hand at **PhP1,500,000.00**.

This Certification is issued for purposes of the Checklist of Bidder's Eligibility.

Very Truly Yours,

Name and signature of Bidder's Authorized Representative

4.0 Duly Signed Bidder's Key Personnel For The Project (Contractor And Designer, if applicable), PRC Licenses, And Certification

Contract ID: [insert]

Contract Name:

Location of the Contract:

[Date]

To: [name and address of PROCURING ENTITY]

Address: [insert address]

Dear Sir:

Supplementing our Organizational Chart for the above stated Contract, we submit, and certify as true and correct, the following information:

1. We have engaged the services of the following key personnel to perform the duties of the position indicated in the above stated Contract if it is awarded to us:

Name	Proposed Position	PRC Licenses ; Validity _____	Cost of Biggest or Design-Build Project Handled [In PhP M]		Years of Experience In Similar Design-Build Project	
			By Person	Minimum Required [50% of ABC]	Of Person	Minimum Required
Detailed Design Stage						
1.	Project Architect					10
2.	Structural Engineer					7
3.	Professional Electrical Engineer					7
4.	Professional Mechanical Engineer					7
5.	Sanitary Engineer					7
6.	Geotechnical Engineer					7
7.	Quantity & Cost Engineer/Architect					7
8.	Electronic Communications Engineer					10
Construction Stage						
8.	Project Site Manager					10
9.	Project Site Engineer/Architect					7
10.	Materials Engineer					7
11.	Electrical Site Engineer					7
12.	Mechanical Site Engineer					7
13.	Sanitary Engineer/Master Plumber					7
	Safety Engineer / Safety Officer					5
14.	Foreman					7

2. We submit the enclosed Affidavits of Commitment to Work on the Contract of these Key Personnel shown on **TPF 7** with their Curriculum Vitae.

3. We ensure that the abovementioned personnel shall employ their best care, skill, and ability in performing the duties of their respective positions in accordance with the provision of the contract, including the Conditions of Contract, specifications, and Drawings, and that they shall be personally present at the jobsite during the period of their assignment in the contract.
4. In event that we choose to replace any of the abovementioned key personnel, we shall submit to you in writing at least fourteen [14] days before making the replacement, for your approval, the name and bio data of the proposed replacement whose experience shall be equal to or better than the person to be replaced.
5. We understand that any violation of the above stated conditions shall be a sufficient ground for us to be disqualified from this Contract and future biddings of the DILG.

Very Truly Yours,

Name and signature of Bidder's Authorized Representative

5.0 Duly Signed Bidder's Approach To The Project and Certification

Contract ID: *[insert]*

Contract Name:

Location of the Contract:

[Date]

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

Address: *[insert address]*

Dear Sir:

In connection with the Eligibility Checklist for the above Project, we hereby certify that the Description of the Approach and Work Plan for Performing the Project, duly signed, is shown on TPF3 of our Bid Proposal.

This Certification is issued for purposes of the Checklist of Bidder's Eligibility.

Very Truly Yours,

Name and signature of Bidder's Authorized Representative

6.0 Duly Signed Bidder's Minimum Equipment Requirements and Certification

Contract ID: *[insert]*

Contract Name:

Location of the Contract:

[Date]

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

Address: *[insert address]*

Dear Sir:

In connection with the Eligibility Checklist for the above Project, we hereby certify our Minimum Equipment Requirements and the pertinent proofs of ownership and/or lease agreements as shown on Section XI of our Bid Proposal.

This Certification is issued for purposes of the Checklist of Bidder's Eligibility.

Very Truly Yours,

Name and signature of Bidder's Authorized Representative

7.0	Duly Signed Certificate Of Site Inspection From DILG (Optional; or state as “Not Applicable” if no certification)
------------	--

Note: Insert Original Certificate of Site Inspection signed by DILG

8.0 Eligibility Qualification Information

Note: The information to be filled in by Bidders in the following pages will be used for purposes of qualification as provided in the Bidding Documents. This information will be used in case of a Post qualification Evaluation of a Lowest Calculated Bid and incorporated in the Contract. Attach additional pages as necessary

8.1 Class “A” Eligibility Requirements

8.1.1 Legal Requirements [For Solo or Joint Venture/Consortium if applicable]

- a] Contractor’s and/or Designer’s Certificate of Registration of Business Name [from SEC or DTI]: *[attach copy]*
- b] Mayor’s Business Permit: *[attach copy]*
- c] Valid Contractor’s License issued by the Philippine Contractor’s Accreditation Board *[attach copy]*
- d] Tax Clearance *[attach copy]*

8.1.2 Technical Requirements [For Solo or Joint Venture/Consortium if applicable]

- a] Work performed as prime contractor on works of a similar nature and volume over the last ten years. Proof of completion, e.g. Certificate of Completion signed by the Employer or Owner, shall be submitted. Also list details of work under way or committed, including expected completion date. The Contractor must have built one structure similar to the project at hand with a construction cost of at least 50% of the ABC. *[Use TPF 1]*.
- b] If applicable, Contractor - Designer’s Work performed in Design of similar projects over the last ten years; proof/s of completion, e.g. Certificate of Completion signed by the Employer or Owner, shall be submitted. Also list details of work under way or committed, including expected completion date. The Contractor’s Designer must have designed one structure similar to the project at hand with a Design Cost of at least 50% of the Design Cost of the Project-at-hand. *[Use TPF1.2]*.
- c] List of Contractor’s personnel, to be assigned to the contract to be bid, with their complete qualification and experience data *[Use TPF 7]*
- d] If applicable, list of Contractor-Designer’s personnel, to be assigned to the contract to be bid, with their complete qualification and experience data. *[Use TPF 7]*.
- e] List of Contractor’s equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project. List all information using Section 11 Minimum Required Equipment Requirement.

8.1.3 Financial Requirements [For Individual Bidders or Individual Members of the Joint Venture if applicable]

- a] Audited financial statements, showing, among others, the prospective 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.
- b] The Contractor must have a Net Financial Contracting Capacity [NFCC] of at least the ABC or equivalent to Php *[insert amount]*.

8.2 Class “B” Eligibility Requirements

- 8.2.1 Attach Power of Attorney of signatory of Bid or in case of JV, Power of Attorney of the signatory[ies] of the Bid authorizing signature of the Bid on behalf of the Joint Venture
- 8.2.2 Attach the Consortium/Joint Venture Agreement among all partners of the Joint Venture which is legally binding on all partners and which shows that:
 - a] all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - b] one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - c] the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

9.0 Bidder's Nominated Key Personnel

9.1 Bidder's Letters of Nominees for Key Personnel: Design and Construction Stage

The Bidder shall execute the attached sample Letter of Nomination for each of the Proposed Key Personnel for the Design and Construction Stage of the Project.

List of Proposed Bidder's Key Personnel For Design and Construction Stage	
Key Personnel for Design Stage	Bidder's Key Personnel
Project Architect	
Structural/Civil Engineer	
Professional Electrical Engineer	
Professional Mechanical Engineer	
Electronic Communications Engineer	
Sanitary Engineer	
Geotechnical Engineer	
Quantity & Cost Engineer/Architect	
Key Personnel For Construction Stage	
Project Site Manager	
Project Engineer/Architect	
Materials Site Engineer	
Electrical Site Engineer	
Mechanical Site Engineer	
Sanitary Engineer/ Master Plumber	
Safety Engineer / Safety Officer	
Foreman	

SIGNATURE CONTRACTOR (DBC)

9.1 Sample Bidder's Of Letter of Nomination For *[insert Position Of Key Personnel]*

_____[Date]

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

Address: *[insert address]*

Sir:

Supplementing our Confidential Application Statement for “*Construction of Emergency 911 National Office and Command Center Building [insert Contract I.D. No.]*”, I/we have the honor to submit and certify herewith to be true and correct, the following pertinent information:

1. That I/we have engaged and contracted the services of Mr./Ms. *[insert name]* _____, hereinafter called *[insert Position]* , a registered Civil Engineer with Professional License Certificate No. *[insert number]* issued on _____ and who has paid his/her Professional Tax for the current year, dated _____ and who has performed the same duties in the construction of the projects enumerated in his/her Certificate of Employment and Bio-Data:
2. That said Engineer shall be appointed and designated by us as *[insert Position]* to personally perform the same duties in the above-mentioned Project, if and when the same is awarded in our favor;
3. That said Engineer shall employ the best care, skills and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, Special Provisions and other provisions embodied in the proposed Contract;
4. That said Engineer shall be personally present at the jobsite to supervise the phase of construction work pertaining to his assignment as *[insert Position]* all the time;
5. That, in order to guarantee that said Engineer shall manage and supervise properly and be personally present in the Project, he/she is hereby required to secure a certification of appearance from the DILG Engineer at the end of every month; that I/we shall not start the work without the *[insert Position]* at the jobsite;
6. That in the event that I/we elect or choose to replace the said *[insert Position]* with another Engineer, the Head, Implementing Office of the DILG will be notified by us accordingly in writing at least TWENTY ONE [21] days before making replacement;
7. That the name of the proposed new *[insert position]* , his/her qualifications, experience, list of projects undertaken and other relevant information, shall be submitted to the DILG for prior approval; and
8. That any willful violation on my/our part of the herein conditions may prejudice my/our standing as a reliable contractor in future bidding of the DILG.

Very truly yours,

[Contractor]

CONCURRED IN:

[insert name of Key Personnel]

[Address]

9.2 Certificates Of Employment Of Bidder's Key Personnel for Design and Construction

Each Proposed Key Personnel shall execute a Certification of Employment using the attached format, attesting to the engagement of his/her Services for the Project.

List of Proposed Bidder's Key Personnel For Design and Construction Stage	
Name of Staff	Bidder's Key Personnel
Key Personnel For Design Stage	
1.	Project Architect
2.	Structural/Civil Engineer
3.	Professional Electrical Engineer
4.	Professional Mechanical Engineer
5.	Professional Electronics & Communication Engineer
6.	Sanitary Engineer
7.	Geotechnical Engineer
8.	Quantity & Cost Engineer/Architect
Key Personnel For Construction Stage	
8.	Project Manager
9.	Project Engineer/Architect
10.	Materials Engineer
11.	Electrical Engineer
12.	Mechanical Engineer
13.	Electronics & Communication Engineer
14.	Sanitary Engineer/ Master lumber
15.	Foreman

(DBC) SIGNATURE

9.2 Certificates Of Employment Of *[insert Position of Key Personnel]*

_____ Date

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

Address: *[insert address]*

Sir:

I am a licensed Civil Engineer with Professional License No. _____ issued on _____ at _____.

I hereby certify that _____ contracted my services as *[insert Position]* Project Manager on the _____, if awarded to the Bidder.

I have supervised similar projects as *[insert Position]* shown on **TPF 7** [mention only projects of same nature as aforesaid Contract];

[Insert one delete the other]

At present, I am supervising the on-going projects shown on **TPF 7**;

or

At present, I am **not** supervising **any** going project;

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the DILG by at least TWENTY- ONE [21] days before the effective date of my separation. I have read carefully and will abide by the conditions required of me in the Contractor's Confidential Application Statement for Pre-qualification of the above Contractor.

As *[insert Position]*, I know I will have to stay in the Project all the time to supervise and manage the Project to the best of my ability, and am aware that I am authorized to handle only ONE [1] project at a time.

I did not allow the use of my name for the purpose only of enabling the above- mentioned Contractor to qualify for the Project without any firm intention on my part to assume the post as *[insert Position]* if the Project is awarded to the Bidder since I understand that to do so will be a sufficient ground for my disqualification as *[insert Position]* in any future bidding or employment for any Contractor doing business with the DILG.

[Signature of Project Manager]

REPUBLIC OF THE PHILIPPINES]

CITY OF _____] S.S.

SUBSCRIBED AND SWORN TO BEFORE ME this _____, day of, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____.

[Notary Public]

PTR No. _____
Until _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

10.0 Standard Forms For Design and Build Mode

10.1 Technical Aspects [To Be Included In Envelope No.1]

TPF 1. Contractor's References [For Single Bidder or in JV/Consortium With Other Contractor or Designer]

Note: Other JV/Consortium Member (Contractor or Designer) shall separately fill up TPF 1.2.

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each project for which your firm/entity, either individually, as a corporate entity, or as one of the major companies within an association, was legally contracted for Similar Projects *[in case of Single Contractor or as Designer in case of Consortium or Joint Venture as applicable]*.

1.1 Project Name:	1.2 Country: -	
1.3 Location within Country:	1.4 Professional Staff Provided by Your Firm/Entity[Use TPF 5 for Curriculum Vitae	
1.5 Name of Client:	1.6 No. of Staff Provided by Your Firm:	
1.7 Address:	1.8 No. of Professional Staff-Months Provided By Your Firm	
1.9 Duration of Contract:	1.10 Start Date [Month/Year]:	1.11 Completion Date [Month/Year]:
1.12 Approx. Value of Contract or Design Services [in PhP]	1.13 Name of Associated Entity, if any:	
1.14 Name of Senior Staff [Project Manager, Coordinator, Team Leader, Other Positions] Involved and Functions Performed]: -		
1.15 Narrative Description of Project:		
1.16 Description of Contract or Consulting Services Provided by Your Firm/Entity:		

Contractor's Name *[with JV/Consortium with a Contractor or Designer as applicable]*:

1.17 Contractor's Experience in Similar Design-Build Projects

a1.	In case of a Consortium/Joint Venture with another <u>Contractor</u> , the JV Contractor should have completed at least one [1] similar Project whose <u>Contract Cost</u> is at least 50% of the <u>ABC</u> of the Project-At-Hand:	
a1.1	Cost of JV Contractor's Completed Similar Design-Build Project	PhP
a1.2	Cost of the Project-At-Hand	PhP
a1.3	50% of the ABC of the Project-At-Hand	PhP

TPF 1.2 Designer's References [Member in JV/Consortium With Main Contractor/ Bidder]

Using the format below, provide information on each project for which your firm/entity, either individually, as a corporate entity, or as one of the major companies within an association, was legally contracted for Similar Projects *[in case of Single Contractor or as Designer in case of Consortium or Joint Venture as applicable]*.

1.2.1 Project Name:	1.2.2 Country: -	
1.2.3 Location within Country:	1.2.4 Professional Staff Provided by Your Firm/Entity[Use TPF 7 for Curriculum Vitae	
1.2.5 Name of Client:	1.2.6 No. of Staff Provided by Your Firm:	
1.2.7 Address:	1.2.8 No. of Professional Staff-Months Provided By Your Firm	
1.2.9 Duration of Contract:	1.2.10 Start Date [Month/Year]:	1.2.11 Completion Date [Month/Year]:
1.2.12 Approx. Value of Contract or Design Services [in PhP]	1.2.13 Name of Associated Entity, if any:	
1.2.14 Name of Senior Staff [Project Manager, Coordinator, Team Leader, Other Positions] Involved and Functions Performed]:		
1.2.15 Narrative Description of Project:		
1.2.16 Description of Contract or Consulting Services Provided by Your Firm/Entity:		

1.17 Designer's Experience in Similar Design-Build Projects

a1.	In case of a Consortium/Joint Venture with a Design Entity, the Designer should have completed at least one [1] similar Project whose Design Cost is at least 50% of the Design Cost of the Project-At-Hand:	
a1.1	Design Cost of JV Designer's Completed Similar Design-Build Project	PhP
a1.2	Design Cost of the Project-At-Hand	PhP
a1.3	50% of the Design Cost of the Project-At-Hand	PhP

TPF 2. Comments and Suggestions of Bidder on the Terms of Reference, Minimum Performance Specifications and Parameters and On Data Provided By the Procuring Entity

Terms of Reference

- 1.
- 2.
- 3.

Minimum Performance Specifications and Parameters:

- 1.
- 2.
- 3.

Data Provided by the Procuring Entity:

- 1.
- 2.
- 3.

TPF 3. Description of the Approach and Work Plan For Performing the Project

12.1.2 Design-Build Technical Documents. The Technical Proposal [Envelope No. 1] shall also contain the following Design-Build Technical Documents using Bid Forms as applicable:

- a) **Adherence to Preliminary Conceptual Design Plans** The Bidders shall include the following schematic drawings and documents for design development based on the space allocation prepared by the DILG.
 - a1 Perspective Views 2 Exterior at least 1 of the following 2 Interiors (Lobby, Offices, Operation Centers, Atrium etc.)
 - a2. Floor plans, two (2) sections and four (4) elevations,
 - a3. Modular Space Allocation Plan.
 - a4. Engineering Design Conceptual Diagram
- b) **Description of Concept of Approach and Methodology for Design-Build** of Four Storey Emergency 911 National Office and Command Center Building with emphasis on clarity, feasibility, innovativeness and comprehensiveness of plan approach; quality of interpretation of project problems, risks, and suggested solutions; submission of Comments and Suggestions on the Terms of Reference, Minimum Performance Specifications and Parameters; Entity Work Plan [Flowchart for Design-Build]; Team Composition And Task In the Project; Time Schedule For Professional Personnel; Activity [Work] Schedule [In Bar Chart and S-Curve] using Bid Forms.
- d) **Quality of Personnel** to be assigned to the Project which covers completeness of Proposed Key Personnel for Design-Build shown on **TPF 7** suitability to perform duties of particular assignments evidenced through their general qualifications and competence including minimum required education, minimum number of related trainings, minimum number of years in the same proposed position, by complying and submitting Bid Forms for Individual Curriculum Vitae [CV] Of Proposed Professional Staff with a Summary Table and Key Personnel's Certification And Affidavit Of Commitment.

TPF 4. Team Composition and Tasks in the Project

Technical/Managerial Staff Of Contractor-Designer [as applicable]		
Name	Position	Task
Key Personnel for Design Stage		
	Project Architect	
	Structural/Civil Engineer	
	Professional Electrical Engineer	
	Professional Mechanical Engineer	
	Professional Electronics & Communication Engineer	
	Sanitary Engineer	
	Geotechnical Engineer	
	Quantity & Cost Engineer/Architect	
	Key Personnel For Construction Stage	
	Project Manager	
	Project Engineer/Architect	
	Materials Engineer	
	Electrical Engineer	
	Mechanical Engineer	
	Electronics & Communication Engineer	
	Sanitary Engineer/ Master lumber	
	Foreman	

Support Staff		
Name	Position	Task
	CADD Operator A [Architecture]	
	CADD Operator B [Engineering]	
	Other Support Architects/Engineers	

SIGNATURES

TPF 5. Time Schedule for Key Personnel

Contractor			Months [in the Form of a Bar Chart]					
Name	Position	Reports Due/Activities	1	2	3	4	...23	Number of Months
								Subtotal [1]
								Subtotal [2]
								Subtotal [3]
								Subtotal [4]

Designer <i>[as applicable]</i>			Months [in the Form of a Bar Chart]					
Name	Position	Reports Due/Activities	1	2	3	4	...23	Number of Months
								Subtotal [1]
								Subtotal [2]
								Subtotal [3]
								Subtotal [4]

Full-time: _____
 Reports Due: _____
 Activities Duration: _____
 Location: _____

Part-time: _____

Signature: _____
 [Authorized representative]

Full Name: _____
 Title: _____
 Address: _____

TPF 6. Activity [Work] Schedule [Bar Chart and S-Curve]

A. Field Investigation and Study Items

Contractor	<i>[1st, 2nd, etc. are months from the start of project.]</i>												
Designer [as applicable]	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity [Work]													

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report [a] First Status Report [b] Second Status Report	
3. Draft Report	
4. Final Report	

TPF 7. Format of Curriculum Vitae [CV] For Proposed Key Personnel

7.1 **Proposed Position:** _

7.2 **Name of Contractor:** _____

7.2.1 **Name of Designer [as applicable]:**

7.3 **Name of Staff:** _____

7.4 **Profession:** _

7.5 **Date of Birth:** _____

7.6 **Years with Firm/Entity:** ____ 7.7 **Nationality:** _____

7.8 **Membership in Professional Societies:** ____

7.9 **Detailed Tasks Assigned with Firm:** _____

7.10 **Key Qualifications:** *Give an outline of staff member's experience and Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page.*

7.11 **Education:** *Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

7.11a. **Training/Seminars Attended:** List at least three [3] related trainings/seminars.

7.12 **Employment Record:** *[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

7.13 **Ongoing Projects if any:**

Name of Project	Owner	Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____

7.14 **Languages:** *For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.*

7.15 Key Personnel's Certification and Affidavit of Commitment to Work On The Contract

_____ Date

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

Address: *[insert address]*

Contract ID:

Contract Name: Construction Of the Emergency 911 national Office and Command Center Building

Location of the Contract: Quezon City

Dear Sir/Madame:

1. I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.
2. I hereby confirm that *[insert name of Contractor]* has engaged my services for the above particular positions in the above stated Contract if it is awarded to the Contractor.
3. I commit to assume the said position in the above stated Contract once it is awarded to the Contractor, and shall employ the best care, skill, and ability to perform the duties of such position in accordance with the Conditions of Contract, Specifications, Drawings, and other provisions of the Contract Agreement. I am aware that I have to stay in the Jobsite for the duration of my assignment.

Signature of Staff Member

Full Name and Position of Staff Member:

Full Name and Signature of Bidder's
Authorized Representative:

REPUBLIC OF THE PHILIPPINES]

CITY OF _____] S.S.

SUBSCRIBED AND SWORN TO BEFORE ME this _____, day of, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____.

[Notary Public]

PTR No. _____

Until _____

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

7.16 Summary Table of Contractor's Proposed Professional Personnel

Name	Proposed Position	Education ⁴	No. Of Related Trainings ⁵	Years Of Experience	Number of Projects In Same Position	Signed; Notarized Affidavit of Commitment
	Project Architect					
	Structural/Civil Engineer					
	Electrical Engineer					
	Mechanical Engineer					
	Sanitary Engineer					
	Geotechnical Engineer					
	Quantity & Cost Engineer/Architect					
	Key Personnel For Construction Stage					
	Project Manager					
	Project Engineer/Architect					
	Materials Engineer					
	Electrical Engineer					
	Mechanical Engineer					
	Sanitary Engineer/ Master lumber					
	Foreman					

⁴ Graduates and/or Higher Degrees in Civil, Electrical, Mechanical Engineering; Transport; Economics; Environmental Sciences.

⁵ Trainings in any of the above disciplines.

10.2 Standard Forms - Financial Aspects

[To Be Included In Envelope No.2]

FPF 1. Summary of Design Cost [Lump Sum Bid Prices] Construction of Four-Storey Emergency 911 National Office and Command Center Building

Detailed Engineering Design [3.0% of Total Cost]	Quantity	Unit	Amount
<p>3.0% of Total Estimated Direct Cost of Civil Works Item *</p> <p>Note:</p> <p>*The amount for VAT for Detailed Engineering Design is already included in the 3.0% of Total Estimated Direct Cost of Civil Works</p>	1.00	l.s.	_____

FPF 2. Scope of Work Summary Cost: Construction of Three-Storey Emergency 911 National Office and Command Center Building

[Note: Section IX Bill of Quantities for the above-mentioned project is used as reference only; it may increase or decrease depending on the result of the detailed engineering design of the Contractor.]

Summary Of Quantities And Cost

Item Spec. No.	Description	Unit	Qty.	Unit Cost	Total Cost (Peso)
1	Gen. Requirements	1	l.s		
2	Site Works/Earthworks	1	l.s		
3	Concrete Works	1	l.s		
4	Reinforcement Works	1	l.s		
5	Formworks	1	l.s		
6	Masonry Works	1	l.s		
7	Metal Works	1	l.s		
8	Roofing Works	1	l.s		
9	Tile Works	1	l.s		
10	Doors and Windows	1	l.s		
11	Carpentry Works	1	l.s		
12	Painting Works	1	l.s		
13	Mechanical & Fire Protection Works	1	l.s		
14	Electrical Works	1	l.s		
15	Plumbing Works	1	l.s		
	Estimated Direct Cost				
Description Of Works And Breakdown Of Estimates					Total Cost (Peso)
1	Materials Cost				
2	Labor Cost				
3	Profit				
4	Overhead, Contingency, Miscellaneous				
5	Tax				
6	Detailed Engineering Design (3% of Civil Works)				
Total					
TOTAL BID PRICE IN WORDS AND FIGURES:					

READ AND ACCEPTED AND GOOD FOR AGREEMENT

Date: _____

Signature: _____

For the Capacity as: _____

Duly authorized to sign Bids and on behalf of: _____

FPF 3. Summary of Detailed Unit Price Analysis [Design and Construction]

PROJECT: Construction of Emergency 911 National Office and Command Center Building					
DESCRIPTION:					
1]	Quantity				
2]	Name And Capacity Of Equipment [Operated]	No. of Unit	No. of Hours	Unit Rate	Total Cost [Peso]
	Total Equipment Cost				
3]	Designation of Labor	No. of Men	No. of Hours	Unit Rate	Total Cost [Pesos]
	Total Labor Cost				
4]	Description of Materials	Quantity	Unit	Unit Price	Total Cost [Pesos]
	Total Materials Cost				
5]	ESTIMATED DIRECT COST [2+3+4]				
6]	MARK-UP [___% OF 5]				
7]	VALUE ADDED TAX 12% OF [5+6]				
8]	TOTAL COST OF ITEM [5+6+7]				
9]	UNIT COST OF ITEM [8/1]				

BILL OF QUANTITIES
Construction of the Three-Storey Emergency 911 National Office and Command
Center Building
Quezon City, Metro Manila
Design and Build Scheme

Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)	Remarks
PART A.	Construction of the Emergency 911 National Office and Command Center Building (Direct Cost)					
A.1	Facilities for the Engineers	mo.	12	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.2	Permits	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.3	Site Works/Earthworks/ Demolition/ Termite Control	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.4	Architectural Works, ACP Cladding	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.5	Concrete Works (Progressive construction)	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.6	Reinforcement Works (Progressive Construction) With Base Isolation System	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.7	Formworks Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.8	Roofing Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.9	Tileworks	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.10	Doors, Windows and curtain walls	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.11	Metal Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.12	Masonry Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.13	Water Proofing Works	L.S.	1	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	

READ AND ACCEPTED AND GOOD FOR AGREEMENT

Date: _____

Signature: _____

For the Capacity as: _____

Duly authorized to sign Bids and on behalf of: _____

BILL OF QUANTITIES
Construction of the Three-Storey Emergency 911 National Office and Command
Center Building
Quezon City, Metro Manila
Design and Build Scheme

Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)	Remarks
PART A.	Construction of the Emergency 911 national Office and Command Center Building (Direct Cost)					
A.13	Carpentry Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.14	Painting Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.15	Mechanical Works (Air Conditioning and Ventilation System)	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.16	Fire Protection Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.17	Electrical Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
A.18	Information and Communications Technology Plans					
A.19	Plumbing Works	L.S	1.0	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
	Sub-Total Cost (Part A)			In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	

READ AND ACCEPTED AND GOOD FOR AGREEMENT

Date: _____

Signature: _____

For the Capacity as: _____

Duly authorized to sign Bids and on behalf of _____

BILL OF QUANTITIES
Construction of the Three-Storey Emergency 911 National office and Command
Center Building
Quezon City, Metro Manila
Design and Build Scheme

PART B	OTHER GENERAL REQUIREMENTS				
B.1	Provide Project Sign Board	each	2.00	In words: Pesos	In words: Pesos
				In figures: Pesos	In figures: Pesos
B.2	Construction Safety and Health	L.S	1.00	In words: Pesos	In words: Pesos
				In figures: Pesos	In figures: Pesos
B.3	Mobilization/Demobilization	L.S	1.00	In words: Pesos	In words: Pesos
				In figures: Pesos	In figures: Pesos
	SUB TOTAL COST (PART B)	L.S	1.00	In words: Pesos	In words: Pesos
				In figures: Pesos	In figures: Pesos

READ AND ACCEPTED AND GOOD FOR AGREEMENT

Date: _____

Signature: _____

For the Capacity as: _____

Duly authorized to sign Bids and on behalf of: _____

BILL OF QUANTITIES
Construction of the Three-Storey Emergency 911 National Office and Command
Center Building
Quezon City, Metro Manila
Design and Build Scheme

Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)	Remarks
PART C	Profit (__ % of Part A)	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
PART D	Overhead Cost and Maintenance (__ % of Part A)	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
PART E	Taxes (__ % of Part A to Part C)	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
PART F	Detailed Architectural and Engineering Design (__ % of Part A to Part E) as defined in RA9184.	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	
	GRAND TOTAL COST for Design and Construction (Part A to Part F)	L.S.	1.00	In words: Pesos	In words: Pesos	
				In figures: Pesos	In figures: Pesos	

READ AND ACCEPTED AND GOOD FOR AGREEMENT

Date: _____
Signature: _____
For the Capacity as: _____
Duly authorized to sign Bids and on behalf of: _____

FPF 4. Cash Flow by Quarter and Payments Schedule [Design and Construction] In Per Cent and PhP M, Construction of Three-Storey Emergency 911 National Office and Command Center Building

Phase														TOTAL
		1	2	3	1	2	3	1	2	3	1	2	3	
4.1	Design													
	Amount [PhP]													
	Per Cent [%]													
4.2	Construction													
	Amount [PhP]													
	Per Cent [%]													
Total														

Submitted by:

Name and Signature of Contactor's Authorized Representative
Name of Contractor

11.0 Other Bid Forms

11.1 Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES]
CITY/MUNICIPALITY OF _____] S.S.

A F F I D A V I T

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 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 of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];

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 and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization [e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture]];

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative[s] to verify all the documents submitted;

6. *Select one, delete the rest:*

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

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

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

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

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

- a] Carefully examine all of the Bidding Documents;
- b] Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c] Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d] Inquire or secure Supplemental/Bid Bulletin[s] issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Bidder's Representative/Authorized Signatory

[JURAT]

* This form will not apply for WB funded projects.

11.2 Letter Of Acceptance Of Procuring Entity Of Bidder's Bid Price

[Letterhead of the Entity]

Date: *[insert date]*

To: *[Name and address of Contractor]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of Contract and identification number as given in the ITB]* for the Contract Price of *[insert amount in specified currency]*, as corrected and or modified⁴⁶ if applicable, in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are hereby instructed to come to our office located at *[insert address]* to sign the formal agreement on *[date]* at *[time]*.

Authorized Signature: _____

Name: _____

Designation: _____

⁶ Delete "corrected and" or "corrected and modified" if not applicable

11.3 Draft Contract Agreement For The Construction of Emergency 911 National Office and Command Center Building

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between:

The **GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES** through the Department of the Interior and Local Government represented herein by _____, duly authorized for this purpose, with main office address at Quezon City hereinafter referred to as the “**FIRST PARTY**”;

-And-

_____, a corporation organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at _____, represented herein by _____, duly authorized for this purpose, hereinafter referred to as the “**SECOND PARTY**”

WITNESSETH:

WHEREAS, the **SECOND PARTY** was awarded by the **FIRST PARTY** the contract for the _____ for having submitted the Lowest Calculated Responsive Bid in a public bidding conducted by the **FIRST PARTY** on _____; and

WHEREAS, the award in the amount of _____ [P—] was accepted by the **SECOND PARTY**.

NOW, THEREFORE, for and consideration of the foregoing premises, the parties hereto agree as follows:

1. The **SECOND PARTY** shall, using its own equipment, manpower and financial resources, fully and faithfully executed the _____ in accordance with the approved plans and specifications within a period of _____ calendar days.
2. The following documents shall be deemed as forming part of this contract:
 - a] DPWH Standard Specifications 1988, Volume I, Requirements and Conditions of Contract;

- b] DPWH Technical Specifications for Roads and Bridges 2004, Volume II;
- c] Invitation to Apply for Eligibility and to Bid;
- d] Notice of Award and Second Party's Conformity thereto;
- e] Performance Security;
- f] Credit Line/Cash Deposit Certificate;
- g] Program of Work;
- h] Cost Estimates;
- i] Abstract of Bids;
- j] Resolution of the Bid and Award Committee;
- k] Equipment Utilization Schedule;
- l] Construction Schedule and S-Curve;
- m] Project Organizational Chart;
- n] Construction Safety and Health Program;
- o] Affidavit/Certificate of Site Inspection;
- p] Instructions to Bidders;
- q] Constructor's All Risk Insurance Policy;
- r] Certification under oath of the Second Party of its compliance with the existing labor laws and standards;
- s] Authority of the Second Party's representative to sign the contract;
- t] Sworn affidavit of the Second Party of its compliance with the Disclosure Provision under Sec. 47 of the Republic Act 9184 in relation to Republic Act 1019, as amended; and
- u] All Relevant provisions of RA 9184 and its IRR-A and GPPB Resolutions shall apply to this contract
- v] All other documents not herein above mentioned including Bidding Documents and Bid Proposal,

3. In consideration of the payments to be made by the **FIRST PARTY** to the **SECOND PARTY** in the amount of _____, the **SECOND PARTY** hereby covenants to fully and faithfully execute the following items of work in the amount indicated hereunder following strictly in accordance with the specifications of this contract, namely:

BILL OF QUANTITIES

PAY ITEM NO	DESCRIPTION	AMOUNT
----------------	-------------	--------

4. This **CONTRACT** shall not take effect until the **CONTRACTOR** has furnished and delivered to the **EMPLOYER** a Performance Security that is fully acceptable to the **EMPLOYER** in the form and amount as required in the Instruction to Bidders.
5. In case the **CONTRACTOR** lags behind schedule in its work and incurs 15% or more negative slippage, based on his approved PERT/CPM, the Secretary of the Department of the Interior and Local Government shall terminate or rescind the contract as the case may be pursuant to existing laws, rules and regulations.

6. The provision of R.A. 6685 as implemented by DPWH Department Order No. 51, series of 1990 is hereby incorporated as part of this **CONTRACT**.
7. The **CONTRACTOR** shall comply with and strictly observe, all laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws as per Ministry Order No. 9, series of 1981.
8. The **CONTRACTOR warrants** that it has not given nor promised to give any money or gift to any employee of the **EMPLOYER** [or any Philippine Government Instrumentality] to secure this **CONTRACT**.
9. The **CONTRACTOR** shall return to the DILG upon completion of the project all materials used as temporary structures whether billed separately as pay item[s] or included as component of the pay item[s], all facilities purchased for the use of the Engineer and items purchased for Safety and Health Program. Compliance herein by the contractor shall be the responsibility of the Project Engineer. The documents showing acceptance by the appropriate official of DILG shall be required as one of the supporting documents to the final payment of the contract;
10. Within a period of Fifteen [15] years after completion and final acceptance of the **PROJECT**, the **CONTRACTOR** shall remain liable for any damages or defects discovered on the works due to faulty construction or the use of materials of inferior quality or violation of terms of the **CONTRACT**. The **CONTRACTOR** shall be held responsible for any damage or destruction of works except those occasioned by force majeure as provided for in Section 62.2 of R.A. 9184. Likewise, Section 62.2.1, Section 62.2.2 and Section 62.2.3 of R.A. 9184 shall also be observed by the **CONTRACTOR**.
11. If any dispute or difference of any kind whatsoever arises between the DILG and the **CONTRACTOR** in connection with or arising out of the **CONTRACT**, or carrying out of the **WORKS**, it shall be settled by both parties. However, if both parties is not settled, such dispute may be submitted to, and settled by, the Construction Industry Arbitration Commission [CIAC] created by Executive No. 1088.
12. The **CONTRACTOR** shall pay taxes in full and on time and that failure to do so will entitle the government to suspend payment for any goods or services by the private contracting party.
13. The **CONTRACTOR** shall regularly present, within the duration of the contract, a tax clearance from the Bureau of Internal Revenue [BIR], as well as, copy of its income and business tax returns duly stamped and received by the BIR and duly validated with tax payments made thereon.

IN WITNESS WHEREOF, the parties hereto set their respective hands on the day, month and year first above written.

GOVERNMENT OF THE REPUBLIC
OF THE PHILIPPINES
[Department of the Interior and Local Government]

NAME OF CONTRACTOR

[FIRST PARTY]
REPRESENTED BY:

[SECOND PARTY]
REPRESENTED BY:

Head of Implementing Office
[Witness]

[Witness]

Approved this _____ day of _____ year _____.

APPROVED:

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

11.4 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 his 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 numbers and in words]*⁷ 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 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 hereby waive the necessity of demand of the said debt from the contractor before presenting us with the demand.

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 there under 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 until a date TWENTY EIGHT [28] days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

⁷ An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, and denominated in the specified currency.

11.5 Bank Guarantee For Advance Payment

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

Gentlemen:

In accordance with the provisions of the **GCC** Clause 39 of the above-mentioned Contract, *[name and address of contractor]* [hereinafter called “the contractor”] shall deposit with *[name of PROCURING ENTITY]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee]* *[amount in words]*⁸

We, the *[Bank or Financial Institution]*, as instructed by the contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of PROCURING ENTITY]* on his first demand without whatsoever right of objection on our part and without his first claim to the contractor, in the amount not exceeding *[amount of Guarantee]* *[amount in words]*⁹

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between *[name of PROCURING ENTITY]* 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 remain valid and in full effect from the date of the advance payment under the Contract until *[name of PROCURING ENTITY]* receives full repayment of the same amount from the contractor.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

⁸ *An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in the specified currency of the Advance Payment as specified in the Contract.*

⁹ *An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in the specified currency of the Advance Payment as specified in the Contract.*

SECTION XI

MINIMUM EQUIPMENT

REQUIREMENTS

SECTION XI. MINIMUM EQUIPMENT REQUIREMENTS

No.	Equipment	O	O or L	Total
1	Backhoe with attachment 0.50-1.00m ³	2	1	2
2	Dump Truck 9-10 cu.m	2	-	2
3	Water Truck 1000 gals.	1	-	1
4	Generator Set 301-350kw	1	-	1
5	Truck Mounted Crane, 25 tons	1	-	1
6	Concrete Vibrator	3	-	3
7	Plate Compactor	1	-	1
8	Welding Machine, 300 amp.	3	-	3
9	One Bagger Concrete Mixer	2	-	2
Total		16	1	16
O or L – Owned or Leased				

Note: The Bidder shall furnish Certified True Copies of Ownership and/or Lease Agreement as specified.