



development academy of the philippines

BIDS & AWARDS COMMITTEE per SO#2018-035 dated April 26, 2018

Official Bid Documents (OBD)

NOTE: This OBD is compliant with the Philippine Bidding Documents (Infrastructure), 5th Edition (August 2016) prepared by GPPB.

Some minor changes have been made to suit the requirements of the

development academy of the philippines (dap)

as the Procuring Entity

for

One Lot Construction of a *Fourteen-Storey* Reinforced Concrete Building comprising Four-Storey Multi-use Podium, Ten-Storey Accommodation Tower with Roof Deck and Basement Parking & Utilities including Site Development and various Site Improvements at the **DAP Conference Center in Tagaytay City for the purposes of *“Strengthening the Capacity of the Development Academy of the Philippines to Provide both General & Highly Specialized Training Courses for Government Officials”***

with an Approved Budget for the Contract (ABC) of

ABC = P838,000,000.⁰⁰

Invitation to Bid No.: IB18-381683-03

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P.O. Box 12788, Ortigas Center, Pasig City 1600

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Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the “Works”) through Competitive Bidding have been prepared by the Government of the Philippines (GoP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the Government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), local government units (LGUs), and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory (*unless the Treaty or International or Executive Agreement expressly provides use of foreign government/foreign or international financing institution procurement guidelines*) use in projects that are financed in whole or in part by the GoP or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No.9184 (RA9184).

This PBDs is intended as a model for admeasurements (*unit prices or unit rates in a BOQ*) types of contract, which are the most common in Works contracting.

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

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDs groups the provisions that are intended to be used unchanged

- in Section II. INSTRUCTIONS TO BIDDERS (ITB); and,
- in Section IV. GENERAL CONDITIONS OF CONTRACT (GCC).

Data and provisions specific to each procurement and contract should be included in

- Section III. BID DATA SHEET (BDS);
- Section V. SPECIAL CONDITIONS OF CONTRACT (SCC);
- Section VI. SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS;
- Section VII. DRAWINGS;
- Section VIII. BILL-OF-QUANTITIES (BOQ);
- Section X. BID DOCUMENT CHECKLIST;
- Section XI. INSTRUCTION ON HOW TO FILL-OUT BOQ; and,
- Section XII. FILENAMES.

The forms to be used are provided in Section IX. BIDDING FORMS.

Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific Works to be procured. In addition, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents, except for the notes introducing Section IX. Bidding Forms, where the information is useful for the Bidder. The following general directions should be observed when using the documents:

- (a) All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Project. **However, they should be adapted as necessary to the circumstances of the particular Project.**
 - (b) Specific details, such as the “name of the Procuring Entity” and “address for proposal submission,” should be furnished in the BDS and SCC. The final documents should contain neither blank spaces nor options.
 - (c) This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, SCC, Specifications, Drawings, and BOQ are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should contain no footnotes except Section IX. Bidding Forms since these provide important guidance to Bidders.
 - (d) The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
 - (e) If modifications must be made to bidding procedures, they can be presented in the BDS Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the BDS or SCC these terms shall be printed in bold type face on Section II. INSTRUCTIONS TO BIDDERS, and Section IV. GENERAL CONDITIONS OF CONTRACT, respectively.
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Official Bid Documents

TABLE OF CONTENTS

SECTION I. INVITATION TO BID	5
SECTION II. INSTRUCTIONS TO BIDDERS.....	8
SECTION III. BID DATA SHEET	34
SECTION IV. GENERAL CONDITIONS OF CONTRACT	51
SECTION V. SPECIAL CONDITIONS OF CONTRACT.....	81
SECTION VI. SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS ..	86
SECTION VII. DRAWINGS	102
SECTION VIII. BILL-OF-QUANTITIES (BOQ)	119
SECTION IX. BIDDING FORMS	121
SECTION X. BID DOCUMENT CHECKLIST	146
SECTION XI. INSTRUCTIONS ON HOW TO FILL-OUT BOQ	152
SECTION XII. FILENAMES.....	159

Section I. INVITATION TO BID



development academy of the philippines

BIDS & AWARDS COMMITTEE per SO#2018-035 dated April 26, 2018

INVITATION TO BID

for the

One Lot Construction of a Fourteen-Storey Reinforced Concrete Building comprising Four-Storey Multi-use Podium, Ten-Storey Accommodation Tower with Roof Deck and Basement Parking & Utilities including Site Development and various Site Improvements at the **DAP Conference Center in Tagaytay City** for the purposes of ***“Strengthening the Capacity of the Development Academy of the Philippines to Provide both General & Highly Specialized Training Courses for Government Officials”***

Invitation to Bid No.: IB18-381683-03

1. The **development academy of the philippines (dap)** through its Bids and Awards Committee (BAC), invites contractors to apply for eligibility and to bid for the project: **One Lot Construction of a Fourteen-Storey** Reinforced Concrete Building comprising Four-Storey Multi-use Podium, Ten-Storey Accommodation Tower with Roof Deck and Basement Parking & Utilities including Site Development and various Site Improvements at the **DAP Conference Center in Tagaytay City** for the purpose of ***“Strengthening the Capacity of the Development Academy of the Philippines to Provide both General & Highly Specialized Training Courses for Government Officials”*** with Approved Budget for the Contract (ABC) of **EIGHT HUNDRED THIRTY EIGHT MILLION PESOS (P838,000,000.00) only**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The General Appropriations Acts of FY2017 and FY2018 also known as RA10924 and RA10964 respectively appropriated a total amount of **SIX HUNDRED FIFTY TWO MILLION FIVE HUNDRED PESOS (P652.50M)**. The remaining amount will be included in the National Expenditure Program.
3. **Minimum / Non-Negotiable Terms and Requirements:**
 - 3.1. 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;

- 3.2. Project Timetable: Three (3) calendar years from the date of issuance of Notice to Proceed (NTP);
 - 3.3. The Bidder must be currently classified at least “AAA” Contractor by Philippine Contractors Accreditation Board¹;
 - 3.4. The Bidder must have at least ISO 9000 Quality Management Certification²;
 - 3.5. The Bidder must have completed, within the last ten (10) years from the submission of bids, at least a Single Contract that is similar to this Project with a cost or ABC equivalent to at least fifty percent (50%) of the ABC;
 - 3.6. The Bidder must be PhilGEPS Registered under Platinum Category³; and,
 - 3.7. The Bidder must have a computed Net Financial Contracting Capacity (NFCC) of, at least equal to the ABC.
4. Bidding will be conducted through open competitive bidding procedures using non-discretionary pass/fail criterion as specified in the Implementing Rules & Regulations (IRR) of Republic Act 9184 (RA9184), otherwise known as the “Government Procurement Reform Act (GPRA)”.
 5. Interested Bidders may obtain further information from **Dap**-BAC Secretariat and inspect the Bidding Documents at the address given below starting **19 September 2018 (Wednesday) from 9:00AM to 5:00PM**.
 6. **A complete set of Official Bidding Documents** including electronic-copy of the Project’s Construction Plans, Outline Specifications, Technical Specifications, and Bidding Forms may be purchased by interested Bidders starting **19 September 2018 (Wednesday) from 9:00AM to 5:00PM** at the address below upon payment of the applicable non-refundable fee for the said Tender Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **SEVENTY FIVE THOUSAND PESOS (P75,000.⁰⁰)**.
 7. **Site visit maybe conducted between the date of posting until one day before the opening of bids**. Only Bidders who purchased the tender documents will be allowed to conduct the site visit.
 8. The Official Bidding Documents (OBD) *may also be downloaded* free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the **Dap**, provided further that Bidders, who are interested to participate in the bidding, shall pay the applicable non-refundable fee on or before the submission of their bids.
 9. The **Dap** will hold the **Pre-Bid Conference** on **27 September 2018 (Thursday)** in **DAP Conference Center, Tagaytay City** at **10:00 AM**. This will be open to all interested Bidders.

¹ Philippine Contractors Accredited Board Circular No.001, Series of 2009

² DPWH Department Order No. 01, series of 2011

³ GPPB Circular 03-2016, dated 27October2016

10. **Bids must be delivered at the address below on or before 10 October 2018 (Wednesday) at 10:00AM.** All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.
11. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address below.
12. Late bids shall not be accepted.
13. **Dap reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.**
14. For further information, please contact:

Atty. REMUS ROMANO A. REYES

Director, BAC Secretariat

development academy of the philippines

3F, DAP Bldg., San Miguel Avenue, Pasig City 1600

P.O. Box 12788 Ortigas Center, Pasig City 1600 Philippines

Telephone : (632) 631-0921 loc. 133

BAC Secretariat email : dapbacsec@dap.edu.ph

Website address : <http://www.dap.edu.ph>

For the DAP Bids & Awards Committee:

BERNARDO A. DIZON

Sr. Vice-President, Services

Chairperson, BAC

>> Nothing Follows <<

Section II. INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

A. GENERAL	10
1. Scope of Bid	10
2. Source of Funds	10
3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	10
4. Conflict of Interest	11
5. Eligible Bidders.....	13
6. Bidder's Responsibilities	14
7. Origin of GOODS and Services	16
8. Subcontracts	16
B. CONTENTS OF BIDDING DOCUMENTS	16
9. Pre-Bid Conference	16
10. Clarification and Amendment of Bidding Documents.....	17
C. PREPARATION OF BIDS.....	18
11. Language of Bids	18
12. Documents Comprising the Bid: Eligibility and Technical Components	18
13. Documents Comprising the Bid: Financial Component	20
14. Alternative Bids	20
15. Bid Prices	21
16. Bid Currencies.....	21
17. Bid Validity	22
18. Bid Security.....	22
19. Format and Signing of Bids	24
20. Sealing and Marking of Bids.....	24
D. SUBMISSION AND OPENING OF BIDS.....	25
21. Deadline for Submission of Bids	25
22. Late Bids	25
23. Modification and Withdrawal of Bids	26
24. Opening and Preliminary Examination of Bids	26
E. EVALUATION AND COMPARISON OF BIDS.....	28
25. Process to be Confidential.....	28
26. Clarification of Bids	28

27.	Detailed Evaluation and Comparison of Bids	28
28.	Post Qualification.....	29
29.	Reservation Clause.....	30
F.	AWARD OF CONTRACT.....	31
30.	Contract Award	31
31.	Signing of the Contract	32
32.	Performance Security	32
33.	Notice to Proceed	33
34.	Protest Mechanism.....	36

A. GENERAL

1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS**, invites bids for the construction of Works, as described in Section VI. SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 27.
- 1.3. The successful Bidder will be expected to complete the Works by the intended completion date specified in **SCC** Clause 1.17.

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, Coercive, and Obstructive 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 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; and

- (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;
 - (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, 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.

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 IX. 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 10.4.
 - (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. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable 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 23.

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 CONTRACTORS 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 in accordance with **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 the Insurance Commission that the surety or insurance company is authorized to issue such instruments.
- (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 Section IX. Bidding Forms.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) **Financial Bid Form**, which includes bid prices and the BOQ, 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 otherwise stated 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 infrastructure projects) 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 Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one 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 BOQ submitted by the Bidder.
- 15.2. The Bidder shall fill in rates and prices for all items of the Works described in the BOQ. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, BOQ, 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 48. 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 *Bangko Sentral ng Pilipinas* (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)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(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.	Two percent (2%)
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such	Five percent (5%)

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
security; and/or	

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 18.2.
- 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 LCRB;
 - (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;
 - (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 IX. 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 0 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 and submit 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 BOQ, 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 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 in accordance with **ITB** Clause 20.1;
 - (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 21, 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 and properly identified in accordance with Clause 20, 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 RA9184 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 of 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 5, 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 DVDA 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 document required in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iv) 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.
- 24.8. 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.

- 24.9 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 so 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, BOQ, 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 BOQ.
- 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 BAC 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, 12, and 13.
- 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 12 and 13, 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 30.3.
- 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 RA9184.

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 GOP 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 HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; 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, 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 RA9184.

F. AWARD OF CONTRACT

30. Contract Award

- 30.1. Subject to **ITB** Clause 28, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the 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 duly received by the Bidder or its representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with 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 RA9184.

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 not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	AMOUNT of Performance Security (Not less than the % 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.	Ten percent (10%)
(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

Decision of the procuring entity at any stage of the procurement process may be questioned in accordance with Sections 55 of the IRR of RA9184.

Section III. BID DATA SHEET

ITB Clause	Details of BID DATA SHEET
1.1 Procuring Entity	<p>The Procuring Entity is Development Academy of the Philippines (DAP).</p> <p>The name of the Contract is One Lot Construction of a <i>Fourteen-Storey</i> Reinforced Concrete Building comprising Four-Storey Multi-use Podium, Ten-Storey Accommodation Tower with Roof Deck and Basement Parking & Utilities including Site Development and various Site Improvements at the DAP Conference Center in Tagaytay City for the purposes of <i>“Strengthening the Capacity of the Development Academy of the Philippines to Provide both General & Highly Specialized Training Courses for Government Officials”</i>.</p> <p>The identification number of the Contract is IB18-381683-03.</p>
2 Source of Funds	<p>Funding Source is the Government of the Philippines (GoP) through the approved funding from the National Government in the amount EIGHT HUNDRED THIRTY EIGHT MILLION PESOS (P838,000,000.00) only.</p> <p>The General Appropriations Acts of FY2017 and FY2018 also known as RA10924 and RA 10964 respectively appropriated a total amount of P652.50M. The remaining amount will be included in the National Expenditure Program.</p>
3.1 Observe Highest Standard of Ethics	Bidders and their authorized representatives are expected to conduct themselves courteously and politely at all times during all meetings in connection with the bidding process.
5.1 Eligible to Participate	No further instructions.
5.2 Invite Foreign Bidders	Bidding is restricted to eligible Bidders as defined in ITB Clause 5.1.
5.4(a) Completed Contract Similar to the Project	<p>The Bidder must have completed, for the last ten (10) years from the submission of bids, a Single Largest Completed Contract (SLCC) that is similar to be bid, and whose value, adjusted to the current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least fifty percent (50%) of the ABC as prescribed in Rule VII, Section 23.4.1.3. of the 2016 Revised IRR of RA9184.</p> <p>For this purpose, <u>Similar Contract</u> shall refer to any contract for Construction of Conference Center/Convention Center/ Office Building/ Commercial Building/ Institutional Building, or Hotels <u>at least ten (10) Storey high, or of greater magnitude and complexity</u>.</p>
5.4(b) Foreign-funded Procurement	Not Applicable.
8.1 Sub-contracting	<p>Subcontracting is allowed for the following Work Items:</p> <p>(A) Architectural</p> <p style="padding-left: 20px;">A.1. Marble and Granite Floorings and Counters</p> <p style="padding-left: 20px;">A.2. Door and Windows</p>

	<p>A.3. Stair and Hallway Railings</p> <p>A.4. Operable and Glass Partitions</p> <p>A.5. Interior and Exterior Signage</p> <p>A.6. Compartments and Cubicles (Toilet Partitions)</p> <p>A.7. Cabinetry</p> <p>A.8. Roofing</p> <p>(B) Mechanical</p> <p>B.1. HVAC System</p> <p>B.2. Conveying Equipment (Elevator and Escalators)</p> <p>(C) Fire Suppression System</p> <p>(D) Electronics and Communications</p> <p>D.1. Communications and Audio/Video</p> <p>D.2. Electronic Safety and Security</p> <p>(E) Sanitary</p> <p>E.1. Rain Water Harvesting</p> <p>E.2. Sewage Treatment Plant (STP)</p> <p>E.3. Swimming Pool</p> <p>(F) Landscaping</p> <p>(G) Main Kitchen</p> <p>(H) Other specialty works not specified above that are endorsed by the Construction Management Consultant (CMC) and approved by the HoPE. The total specialty works plus any sub-contracted item from (A) to (G) should not exceed 50% of the total contracted price.</p> <p>INSTRUCTION to BIDDERS: THE CONTRACTOR SHALL UNDERTAKE NOT LESS THAN 50% OF THE CONTRACTED WORKS WITH ITS OWN RESOURCES.</p>
8.2 Sub-contractor's Eligibility	<p>The Bidders must submit its list of sub-contractors, if any. Each sub-contractor must submit photocopies of the following minimum eligibility documents upon submission of their bids:</p> <ol style="list-style-type: none"> 1. PhilGEPS Registration; 2. Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives; 3. Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective Bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and, 4. Completed a single project similar to the component of the work to be sub-contracted, each supported by Purchase Order (PO) or Contract Agreement.
8.3 Sub-contractor's Identification	<p>No further instructions.</p>

9.1 Pre-Bid Conference Date, Time & Venue	The Procuring Entity will hold the Pre-Bid Conference for this Project on 27 September 2018 (Thursday) at 10:00 AM to be held at DAP Conference Center, Tagaytay City.
10.1 Request for Clarification (s) for those who purchased Bidding Documents	The dap 's address and contact persons are: Atty. REMUS ROMANO A. REYES Director, BAC Secretariat 3 rd Floor, dap Bldg., San Miguel Avenue, Pasig City Tel No. (632)631-0921 loc. 133 BAC Secretariat email address: dapbacsec@dap.edu.ph
10.4 Posting of Supplemental/ Bid Bulletin	No further instructions.
12.1 Contents of First Envelope	No further instructions.
12.1(a) Eligibility Documents	<p>Bidders shall submit the following:</p> <ol style="list-style-type: none"> 1. PhilGEPS Certificate of Registration under <u>PLATINUM CATEGORY</u> (per GPPB Circular 03-2016, dated 27Oct2016); and, 2. Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives, whichever is applicable; and, 3. Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective Bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and, 4. Tax Clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and, 5. 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. Submit accomplished FORM 1: STATEMENT OF ALL ONGOING CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED; and, <p><u>INSTRUCTION to BIDDERS:</u></p> <p>In the event that the Bidder is declared as the Lowest Calculated Bid (LCB), the Bidder shall submit within five (5) calendar days from notification from the BAC:</p> <ol style="list-style-type: none"> 5.1. Photocopy of the Notice-of-Award (NOA) for contracts awarded but not yet started; and, 5.2. Photocopy of the Notice-to-Proceed (NTP); and, 5.3. Photocopy of the Contract for the Project/s; and, 5.4. Certified true copy of the "Certificate of Work Accomplishment" signed by Project Owner or Project Engineer for all ongoing contracts. <p>Failure to submit on the required period from the date of receipt of the written notice of LCB will be a ground for post-disqualification as indicated in Rule X, Section 34.2 of the 2016 Revised IRR of RA9184.</p> <ol style="list-style-type: none"> 6. Statement of its Single Largest Completed Contract (SLCC), in

	<p>accordance with BDS clause 5.4(a), similar to the contract to be bid and supported by a Certificate of Final Acceptance issued by the project owner or a final rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES). Submit accomplished FORM 2: STATEMENT OF BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC); and,</p> <p><u>INSTRUCTION to BIDDERS:</u></p> <p>In the event that the Bidder is declared as the Lowest Calculated Bid (LCB), the Bidder shall submit within five (5) calendar days from notification from the BAC:</p> <ol style="list-style-type: none"> 6.1. Photocopy of the Notice-of-Award (NOA) for contracts awarded but not yet started; and, 6.2. Photocopy of the Notice-to-Proceed (NTP); and, 6.3. Photocopy of the Contract for the Project/s. <p>Failure to submit on the required period from the date of receipt of the written notice of LCB will be a ground for post-disqualification as indicated in Rule X, Section 34.2 of the 2016 Revised IRR of RA9184.</p> <ol style="list-style-type: none"> 7. The prospective Bidder's audited financial statements, showing, among others, the prospective Bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and, 8. NFCC computation of at least equal to the ABC in accordance with ITB Clause 5.5. Submit accomplished FORM 3: NET FINANCIAL CONTRACTING CAPACITY (NFCC); and, 9. Valid PCAB License and Registration for "Building and Industrial Plant" (Project Kind) with at least "Large B" (Size Range) and "AAA" (License Category); and, 10. Special PCAB License, if Bidders are in Joint Venture. <p>Note: Any special license application for joint venture or consortium license must be filed with PCAB at least five (5) working days before the bidding. (per Board Resolution No.186 series of 2014 issued by Department of Trade and Industry).</p>
<p>12.1(b)(ii.2) Personnel Qualification and Experience</p>	<p>The Bidder shall submit filled-out FORM 7: FORMAT OF CURRICULUM VITAE (CV) FOR ALL PROPOSED KEY PERSONNEL TO BE ASSIGNED TO THE PROJECT. Bidder shall attach the following:</p> <ul style="list-style-type: none"> • Photocopy of valid PRC license/s and PTR (applicable only to professionals with PRC license); • Photocopy of valid Accreditation Certificate for the position of Occupational Safety and Health Practitioner only; and, • Photocopy of valid Accreditation Certificate for the position of Materials Engineer only. <p>The minimum work experience requirements of Bidder's key personnel are the following:</p>

<u>Key Personnel</u>	<u>Qualification and Experience</u>
1. PROJECT MANAGER	<ul style="list-style-type: none"> • Shall be a licensed Civil Engineer or Architect; • With at least ten (10) years professional experience in the construction industry; and, • Shall render full time services for this Project until its completion and turn-over, as required by the contract.
2. RESIDENT ENGINEER	<ul style="list-style-type: none"> • Shall be a licensed Civil Engineer; • With at least ten (10) years professional experience in the construction industry; and, • Shall render full-time services for this Project until its completion and turn-over.
3. PROJECT ARCHITECT	<ul style="list-style-type: none"> • Shall be a licensed Architect; • With at least five (5) years professional experience in the construction industry; and, • Shall render services for this Project until its completion and turn-over, as required by the contract.
4. STRUCTURAL ENGINEER	<ul style="list-style-type: none"> • Shall be a licensed Civil Engineer; • Shall be a member of the Association of Structural Engineer of the Philippines (ASEP) or equivalent Accredited Professional Organization (APO); • With at least Five (5) years of experience construction supervision; and, • Shall render services for this Project until its completion and turn-over, as required by the contract.
5. CIVIL ENGINEER	<ul style="list-style-type: none"> • Shall be a licensed Civil Engineer; • With at least five (5) years professional experience in the construction industry; and, • Shall render services for this Project until its completion and turn-over, as required by the contract.
6. ELECTRICAL ENGINEER	<ul style="list-style-type: none"> • Shall be a licensed Professional Electrical Engineer; • With at least Five (5) years professional experience in the construction industry; and, • Shall render services for this Project until its completion and turn-over, as required by the contract.
7. ELECTRONICS AND COMMUNICATIONS ENGINEER	<ul style="list-style-type: none"> • Shall be a licensed Electronics and Communications Engineer; • With at least five (5) years professional experience in the construction industry; and,

		<ul style="list-style-type: none"> • Shall render services for this Project until its completion and turn-over, as required by the contract.
	8. MECHANICAL ENGINEER	<ul style="list-style-type: none"> • Shall be a licensed Professional Mechanical Engineer; • With at least five (5) years professional experience in the construction industry; and, • Shall render services for this Project until its completion and turn-over, as required by the contract.
	9. FIRE PROTECTION ENGINEER	<ul style="list-style-type: none"> • Shall be a licensed Professional Mechanical Engineer; • With at least five (5) years professional experience in the construction industry; and, • Shall render services for this Project until its completion and turn-over, as required by the contract.
	10. SANITARY ENGINEER	<ul style="list-style-type: none"> • Shall be a licensed Sanitary Engineer; • With at least five (5) years professional experience in the construction industry; and, • Shall render services for this Project until its completion and turn-over, as required by the contract.
	11. OCCUPATIONAL SAFETY AND HEALTH PRACTITIONER	<ul style="list-style-type: none"> • Shall be a duly accredited Occupational Safety and Health Practitioner by the Department of Labor and Employment; • Shall have least three (3) years of experience in the construction industry; and, • Shall render full-time services for this Project until its completion and turn-over.
	12. MATERIALS ENGINEER	<ul style="list-style-type: none"> • Shall be a licensed Civil Engineer; • Shall be duly accredited by the Department of Public Works and Highways (DPWH); • With at least three (3) years of experience in materials and quality control aspects; and, • Shall render services for this Project until its completion and turn-over, as required by the contract.
	13. QUANTITY SURVEYOR	<ul style="list-style-type: none"> • Shall be a graduate of any Engineering course; • With at least three (3) years of experience in cost estimating and quantity surveying; and, • Shall render services for this Project until its completion and turn-over, as required by the contract.

	<p>14. DRAFTSMAN (MINIMUM OF 2 PERSONNEL)</p> <ul style="list-style-type: none"> • With at least two (2) years of experience in Drafting using AutoCAD or any computer-aided design software. • Shall render services for this Project until its completion and turn-over, as required by the contract. <p>15. GENERAL FOREMAN (MINIMUM OF 2 PERSONNEL)</p> <ul style="list-style-type: none"> • Shall be at least High School graduate; • With at least five (5) years of experience as foreman in construction industry; and, • Shall render full-time services for this Project until its completion and turn-over. <p>16. REGISTERED NURSE</p> <ul style="list-style-type: none"> • Shall be a licensed Nurse. • With at least two (2) years of experience in construction industry; • A Nurse shall be available 24/7. <p><u>INSTRUCTIONS to BIDDERS:</u></p> <ul style="list-style-type: none"> • <i>Designation of key personnel to more than one of the above stated fields/professions is <u>not allowed</u>.</i> • <i>The Contractor may assign other support personnel from those listed, for the optimal performance of the Project Construction Team. The support personnel shall undertake the required day-to-day site or office-related activities of the Contractor.</i> • <i>Full time services means the personnel involved shall render minimum of 8 hours a day or 40 hours a week and shall be available upon request by the Project Owner.</i>
12.1(b)(ii.3) List of Contractor's Major Equipment	<p>The Bidder to state a complete description of the following required equipment or its equivalent as specified in Form 9: LIST OF MAJOR EQUIPMENT UNITS.</p> <ol style="list-style-type: none"> 1. Tower Crane 2. Construction Passenger Elevator 3. Dump Trucks 4. Flatbed Trucks 5. Back Hoe 6. Pay Loader 7. Skid Loader 8. Walk Behind Roller Compactor 9. Generator Sets 10. Concrete Mixers 11. Mortar Mixers 12. Mortar Shotcretes

	<p>13. Concrete Vibrators</p> <p>14. Air Compressor Units</p> <p>15. Mechanical Bar Benders and Cutters</p> <p>16. Cutting Outfits complete with accessories</p> <p>17. Gondolas</p> <p>18. Jackhammer</p> <p>19. Earth Compactors</p> <p>20. Power Trowels</p> <p>21. Submersible Pumps</p> <p>22. Welding Machines</p> <p>23. Water Tanker or Lorry Tanker</p> <p>24. Total Station Surveying Equipment</p> <p>25. Other equipment, please specify</p>
13.1 Contents of Financial Component of the Bid	<p>Bidders shall submit the following documents using the prescribed forms:</p> <p>1. Financial Bid Form in accordance with ITB Clause 13.1(a).</p> <p>1.1. Accomplished “Form 13: Financial Bid Form” with file found in the Digital Versatile Disc (DVD) issued to the Bidder;</p> <p>1.2. The form should be accomplished using the Bidder’s letterhead, signed copy should be submitted as part of the financial bid documents marked as “F01”;</p> <p>1.3. The breakdown of the Financial Bid must be detailed in the required format of Bill-of-Quantities (BOQ); and,</p> <p>1.4. The signed copy of this document (in pdf format) must be part of the electronic files that should be contained in the <u>USB Thumb Drive submitted by the Bidder</u>.</p> <p>2. Other documents related to financial component of the bid in accordance to ITB Clause 13.1(b):</p> <p>2.1. Bid Prices, as filled-out in the BOQ.</p> <ul style="list-style-type: none"> • Should be prepared using the worksheet provided, <i>See Section XI: Instructions on How to Fill-out the BOQ</i> (please refer to the BOQ-template “F02_XXX=EXCEL_Bill-of-Quantities=BidderName” with file found in the DVD issued to the Bidder); • Print in size-A3 paper (11.7 inches x 16.5 inches); • Every page must be signed by the Bidder or by the Bidder’s duly authorized representative; and, should be submitted as part of the financial bid documents marked as “F02”; and, • The soft-copy of the filled-out BOQ (in MS-excel format) must be part of the electronic files that should be contained in the <u>USB thumb drive submitted by the Bidder</u>. <p>2.2. Summary of Bid Amounts (SBA) by Year per Division of Works.</p>

	<ul style="list-style-type: none"> • Should be prepared using the worksheet provided in the BOQ-template; • Print in size-A4 paper (8.27" x 11.35"); • Every page must be signed by the Bidder's duly authorized representative and should be submitted as part of the financial bid documents marked as "F03"; and, • The soft-copy of the same SBA (in MS-excel format) must be part of the electronic files that should be contained in the <u>USB thumb drive submitted by the Bidder</u>. <p>2.3. Detailed Unit Price Analysis (DUPA): 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.</p> <ul style="list-style-type: none"> • Should be prepared using the worksheet provided (please refer to "FD4_XXX=EXCEL_Detailed_Unit_Price_Analysis=BidderName" for the format with file found in the DVD issued to the Bidder); • Print in size-A4 paper (8.27" x 11.35"); • Each book bound DUPA should contain a Table of Contents duly certified correct by the Bidder, or his/her duly authorized representative and should be submitted as part of the financial bid documents marked as "F04"; • DUPA should be book-bound to ensure that no DUPA-page will be misplaced; • Each book bound DUPA should contain no more than 500 items of Bid; and, • The soft-copy of the filled-out DUPA (in MS-excel format) must be part of the electronic files that should be contained in the <u>USB thumb drive submitted by the Bidder</u>. <p>2.4. Payment Schedule (per GPPB Resolution No. 29-2017, dated 31 July 2017). The first Progress Payment shall be paid only upon completion of at least 20% of the work and certified by the Procuring Entity's Representative in accordance with GCC Clause 40.4 at Section IV of this OBD.</p> <ul style="list-style-type: none"> • Should be accomplished using the Bidder's letterhead; • Signed copy should be submitted as part of the Financial Bid Documents marked as "F05"; and, • The signed copy of this document (in pdf format) must be part of the electronic files that should be contained in the <u>USB thumb drive submitted by the Bidder</u>. <p>2.5. Notarized Statement of Compliance that the Bill-of-Quantities (BOQ) and Detailed Unit Price Analysis (DUPA) submitted by the Bidder is compliant with the pertinent and relevant provisions of DPWH's Department Order No.197 s.2016 dated 07Oct2016.</p> <ul style="list-style-type: none"> • Should be accomplished using the Bidder's letterhead;
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- Signed copy should be submitted as part of the Financial Bid Documents marked as “F06”; and,
- The signed copy of this document (in pdf format) must be part of the electronic files that should be contained in the USB thumb drive submitted by the Bidder.

2.6. Two (2) pieces of USB thumb drives containing the electronic-copy of all the financial bid documents submitted by the Bidder. *Absence of the **USB Thumb Drive** (at least 8GB each) will render the submitted bid as “not eligible” or “FAILED”.*

- The submitted device will be checked as to the contents. Any missing file in the submitted device will be a ground to declare the submission as “not eligible” or “FAILED”;
- *One thumb drive must be placed inside the **original copy** of the Financial Documents (Bid Envelope#2), and the 2nd piece of the thumb drive must be placed inside the duplicate copy of the Financial Documents (Bid Envelope#2). The two thumb drives should have exactly the same copies of files submitted by the Bidder. The Bidder is expected to diligently and carefully ensure that each thumb-drive can be inspected.*
- As part of minimum requirements, the relevant filenames in the submitted device must be structured as follows:

NN	FINAL FILENAME	filetype	LEN
01	FD1_XXX=FINANCIAL_BID_FORM=<BidderName>	pdf or jpg	27
02	FD2_XXX=EXCEL_Bill-of-Quantities=<BidderName>, <i>said excel file must contain the following tabs with sheet names:</i> a. FD2_Bid; and, b. FD3_Summary_Bid_Amounts_YEARLY.	EXCEL	33
03	FD2_XXX=IMAGE_Bill-of-Quantities=<BidderName>	pdf or jpg	33
04	FD3_XXX=IMAGE_Summary_Bid_Amounts_YEARLY=<BidderName>	pdf or jpg	41
05	FD4_XXX=EXCEL_Detailed_Unit_Price_Analysis=<BidderName>	EXCEL	43
06	FD4_XXX=IMAGE_Detailed_Unit_Price_Analysis=<BidderName>	pdf or jpg	43
07	FD5_XXX=EXCEL_Payment_Schedule=<BidderName>	EXCEL	44
08	FD5_XXX=IMAGE_Payment_Schedule=<BidderName>	pdf or jpg	44
09	FD6_XXX=Statement_of_Compliance=<BidderName>	pdf or jpg	32

The electronic-copy of the Financial Bid Components shall be contained in the submitted USB Thumb Drives and should follow the filename structures as detailed in the above table, where:

- The “final-filename” should not be greater than the character-lengths as specified above excluding the Bidder’s Name;
- The suffix “<BidderName>” should be replaced by the Company Name of the Bidder;
- The first three characters of the filename represents the document-tag as defined in the checklist; and,

	<ul style="list-style-type: none"> The “_XXX” represent the file number of the document, or the page-number of the file (if there are several pages in a given file). <p><u>INSTRUCTION to BIDDERS:</u></p> <ul style="list-style-type: none"> <i>Bids not addressing or providing all of the required items in the bidding document including, where applicable, BOQ 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 “0” (zero) or “-” (dash) for the said item would mean that it is being offered for free to the Government [Sec. 32.2.1(a) of the Revised IRR];</i> <i>Item/s not indicated in the BOQ, but determined to be deemed important, should be indicated under “Other Items”;</i> <i>BOQ and DUPA must be compliant to pertinent and relevant provisions of DPWH’s Department Order No.197 series of 2016 dated 07Oct2016.</i>
13.2(a) Bids that exceed the ABC	The ABC is EIGHT HUNDRED THIRTY EIGHT MILLION PESOS (P838,000,000.⁰⁰) only . Any bid with a financial component exceeding this amount shall not be accepted.
14.2 Value Engineering	No further instruction.
15.4 Price Escalation	No further instruction.
16.1 Bid Prices Quoted in Philippine Pesos	The bid prices shall be quoted in Philippine Pesos.
16.3 Payment	Payment of the contract price shall be made in Philippine Pesos.
17.1 Bid Validity	Bids will be valid until one hundred twenty (120) Calendar Days from the date of the opening of bids.
18.1 Bid Security	<p>The Bid Security shall be in the form of a Bid Securing Declaration (please refer to Form 4: BID SECURING DECLARATION) <u>or</u> any of the following forms and amounts:</p> <ol style="list-style-type: none"> The amount of not less than SIXTEEN MILLION SEVEN HUNDRED SIXTY THOUSAND PESOS (P16,760,000.⁰⁰) ONLY or 2% of the ABC, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; <u>OR</u> The amount of not less than FORTY ONE MILLION NINE HUNDRED THOUSAND PESOS (P41,900,000.⁰⁰) ONLY or 5% of the ABC, if bid security is in Surety Bond.
18.2 Bid Security Validity	The bid security shall be valid until one hundred twenty (120) Calendar Days from the date of the opening of bids.
20.3 Original & Copies to be Signed by the Bidder or its duly authorized representative	<ol style="list-style-type: none"> Each Bidder shall submit ONE (1) original and ONE (1) certified true copy of the first and second components of its bid; and, Each Bidder representative, other than the authorized contract signatory, shall submit a Notarized Letter of Authorization (LOA) indicating that the one physically submitting the bid is authorized to decide/accept and affix his/her signature to attest the validity of his/her bid. The Notarized

	LOA shall be presented and submitted by any Bidder's Representative during the submission of Bid and must be signed by the same person who will sign the contract for the said transaction, in case the submitted bid is declared the Lowest Calculated Responsive Bid.
21 Deadline for submission of bids	<p>The address for submission of bids is:</p> <p>Director, BAC Secretariat development academy of the philippines 3F, DAP Bldg., San Miguel Avenue, Pasig City 1600 P.O. Box 12788 Ortigas Center, Pasig City 1600 Philippines</p> <p>The deadline for submission of bids is on 10 October 2018 (Wednesday) at 10:00AM. Late bids shall not be accepted.</p>
24.1 Opening of Bids	<p>The place of bid opening is:</p> <p>development academy of the philippines DAP Bldg., San Miguel Avenue, Pasig City 1600 P.O. Box 12788 Ortigas Center, Pasig City 1600 Philippines</p> <p>The date and time of bid opening is on 10 October 2018 (Wednesday) at 10:00AM.</p>
24.2 Opening of 1 st Envelope	No further instructions.
24.3 Opening of 2 nd Envelope	No further instructions.
27.3(a) Evaluation of all Bids	No further instructions.
27.3(b) Arithmetical Corrections & Modifications of Bids	As a rule, bid modification is allowed only when there is a need to clarify the validity of arithmetical computation between the unit cost and the total amount in the item being bid.
27.4 Identify Lowest Calculated Bid	No further instructions.
28.2 Latest Income and Business Tax Returns and other appropriate Licenses and Permits	<p>Bidders shall submit the following documentary requirements within five (5) calendar days from notification from the BAC that the Bidder has the Lowest Calculated Bid:</p> <ol style="list-style-type: none"> 2017 Income Tax Return (ITR) duly filed thru Electronic Filing and Payment System (eFPS) of the BIR as provided for under Executive Order No.398 or RR 3-2005 together with Filing and Payment References; and, Latest Business Tax Returns for 2018 (Quarterly Value-Added Tax Form No. 2550-Q) for the quarter ending, per Revenue Regulations 3-2005. <p><u>INSTRUCTION to BIDDERS:</u></p> <p>If bidding as Joint Venture (JV), each member of the JV shall submit the same documents.</p>
31.4(f) Submission of other Contract Documents	<p>The Bidder shall submit the following additional documents:</p> <ol style="list-style-type: none"> Certificates of Site Inspection duly signed by any of the following (please refer to Form 5: CERTIFICATE OF SITE INSPECTION):

	<ul style="list-style-type: none"> • ERMARIE A. MONDEJAR Managing Director, DAP Conference Center-Tagaytay • ANTONIO L. ALEGRIA Project Engineer, DAPCC-T Expansion Project • ALBERTO ANGELO M. JIMENEZ Engineer II, DAPCC-Tagaytay <p>2. Company Profile in <u>Bidder's Official Letterhead</u> indicating the following:</p> <ul style="list-style-type: none"> • Principal Officers; • Current composition of the Board of Directors, if any; • Stockholder(s)/Owner(s); and, • Line of Works/Services. <p>3. Duly signed proposed Organizational Chart for the Project;</p> <p>4. Duly signed proposed Construction Schedule & S-Curve;</p> <p>5. Duly signed PERT-CPM Network Diagram;</p> <p>6. Duly signed proposed Manpower Schedule (please refer to Form 6: MANPOWER SCHEDULE);</p> <p>7. Names of Bidder's Key Personnel for the Project with qualifications and work experience as specified in BDS-ITB Clause 12.1(b)(ii.2), to submit accomplished CV using Form 7: FORMAT OF CURRICULUM VITAE (CV) FOR ALL PROPOSED KEY PERSONNEL TO BE ASSIGNED TO THE PROJECT. Bidder shall attach photocopy of valid PRC license/s and PTR (applicable only to professionals with PRC license), and photocopy of valid Accreditation Certificate of the Occupational Safety and Health Practitioner and Materials Engineer.</p> <p>7.1. Project Manager as the authorized person who can decide for and behalf of the Bidder relative to the progress/changes/adjustments during the implementation;</p> <p>7.2. Resident Engineer / Project In-Charge;</p> <p>7.3. Project Architect;</p> <p>7.4. Structural Engineer;</p> <p>7.5. Civil Engineer;</p> <p>7.6. Electrical Engineer;</p> <p>7.7. Electronics & Communication Engineer;</p> <p>7.8. Mechanical Engineer;</p> <p>7.9. Fire Protection Engineer;</p> <p>7.10. Sanitary Engineer;</p> <p>7.11. Occupational Safety & Health Practitioner;</p> <p>7.12. Materials Engineer;</p> <p>7.13. Quantity Surveyor;</p>
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	<p>7.14. Draftsman (minimum of 2 personnel);</p> <p>7.15. General Foreman (minimum of 2 personnel); and,</p> <p>7.16. Registered Nurse.</p> <p>8. Duly signed narrative description of Construction Methodology that will be conducted for the PROJECT (please refer to Form 8: DESCRIPTION OF THE CONSTRUCTION METHODS AND PROCEDURE FOR THE PROJECT);</p> <p>9. Duly accomplished and signed list of Bidder's available equipment intended to be used for the Project, which can be owned, leased and/or under purchase agreements. The Bidder shall state a complete description of the pledged equipment. (please refer to Form 9: LIST OF MAJOR EQUIPMENT UNITS);</p> <p>10. Equipment Utilization Schedule (<i>only for the equipment & devices that will be brought at the site</i>). Please refer to FORM 10: EQUIPMENT UTILIZATION SCHEDULE);</p> <p>11. Construction Safety & Health Program for the Project (per DOLE Department Order No.13 series of 1998 by DOLE, DPWH, DTI-CMDF-PCAB, DILG; and, PRC Joint Administrative Order No.01 s.2011);</p> <p>12. Bidder's Notarized Sworn Statement of Conformance to all of the following (please refer to Form 11: SWORN STATEMENT OF CONFORMANCE):</p> <p>12.1. To submit and to perform all the Official Bid Documents (OBD) requirements pertaining to Bid Data Sheet, Special Condition of Contracts, Schedules of Requirement, Technical Specifications and Scope-of-Works, and other particulars mentioned in the OBD;</p> <p>12.2. To facilitate and pay all needed permits pertaining to the PROJECT;</p> <p>12.3. To submit as-built drawings (before DAP releases payment for the last progress billing):</p> <ul style="list-style-type: none"> • Complete set of electronic files in two separate <u>USB thumb drives</u> plus two separate DVDs of "AS-BUILT PLANS" in PDF and CAD format; • Four (4) sets of original copy in A0 sheets (drawn on a mylar sheets) signed and sealed by appropriate professional architects and engineers; • Seven (7) sets of blue print copies in A0 sheets signed and sealed by appropriate professional architects and engineers; and, • Complete set of colored photos taken throughout the Project showing the situation before, during, and after construction works: electronic and printed copies should be in <u>jpeg-format with date-stamp and time-stamp when the photo was taken</u>. <p>12.4. To submit Warranty Certificate of at least five (5) years against poor workmanship and one (1) year against defects traceable to materials supplied/installed from the issuance of Certificate of Completion;</p> <p>12.5. To submit Operating and Maintenance Manual as specified in Section VI, item B.4.9;</p>
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12.6. To submit/present BOQ based on the Scope-of-Works as defined in Section VI (Schedule of Requirements and Specifications) and SCC Clause 1.31 within ten (10) days upon issuance of the Notice to Proceed (NTP); and,

12.7. To secure written approval of the DAP End User before a Sub-Contractor/s will be engaged during the implementation of the PROJECT.

13. Valid **ISO Certification of at least ISO:9000** (preferably 2008 or 2015 version) from a recognized accreditation body (*as prescribed by Department Order No.01 series of 2011 issued by the Department of Public Works and Highways*);

14. **Duly Notarized Omnibus Sworn Statement** (please refer to **Form 12: OMNIBUS SWORN STATEMENT**); and,

15. **Two (2) pieces of USB Thumb Drive** containing electronic-copy of all the submitted eligibility and technical document bid proposals.

15.1. *One thumb drive must be placed inside the **original copy** of the Technical Documents (Bid Envelope#1), and the 2nd piece of the thumb drive must be placed inside the duplicate copy of the Technical Documents (Bid Envelope#1). The two thumb drives should have exactly the same copies of files submitted by the Bidder. The Bidder is expected to diligently and carefully ensure that each thumb-drive can be inspected.*

15.2. The files that should be found in the thumb drive should be, **at least**, the following:

NN	FINAL FILENAME	filetype	LEN
A: CLASS "A" ELIGIBILITY DOCUMENTS			
1	E01_XXX=PhilGEPS_Registration=<BidderName>	pdf or jpg	30
2	E02_XXX=SEC-DTI-CDA=<BidderName>	pdf or jpg	20
3	E03_XXX=Mayor_Business_Permit=<BidderName>	pdf or jpg	30
4	E04_XXX=TAX_Clearance=<BidderName>	pdf or jpg	22
5	E05_XXX=EXCEL_All_Ongoing_Contracts=<BidderName>	EXCEL	36
6	E05_XXX=IMAGE_All_Ongoing_Contracts=<BidderName>	pdf or jpg	36
7	E06_XXX=Single_Largest_Completed_Contract=<BidderName>	pdf or jpg	42
8	E07_XXX=Audited_Financial_Statements=<BidderName> <i>The prospective Bidder's audited financial statements, showing, among others, the prospective Bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission</i>	pdf or jpg	37
9	E08_XXX=NFCC_Computation=<BidderName>	pdf or jpg	31
10	E09_XXX=VALID_PCAB_License+Registration=<BidderName>	pdf or jpg	40

B: CLASS “B” ELIGIBILITY DOCUMENTS			
11	EII_XXX=VALID_Joint_Venture_Agreement=<BidderName>, <i>if applicable</i>	pdf or jpg	38
C: TECHNICAL REQUIREMENTS			
12	T01_XXX=BID_SECURITY=<BidderName>	pdf or jpg	22
13	T02_XXX=Cert_Site_Inspection=<BidderName>	pdf or jpg	29
14	T03_XXX=Company_Profile=<BidderName>	pdf or jpg	24
15	T04_XXX=Organizational Chart 4D Project=<BidderName>	pdf or jpg	40
16	T05_XXX=IMAGE_Construction_Schedule+S-Curve=<BidderName>	pdf or jpg	44
17	T05_XXX=EXCEL_Construction_Schedule+S-Curve=<BidderName>	EXCEL	44
18	T06_XXX=IMAGE PERT-CPM_Network_Diagram=<BidderName>	pdf or jpg	39
19	T06_XXX=EXCEL PERT-CPM_Network_Diagram=<BidderName>	EXCEL	39
20	T07_XXX=IMAGE_Proposed_Manpower_Schedule=<BidderName>	pdf or jpg	41
21	T07_XXX=EXCEL_Proposed_Manpower_Schedule=<BidderName>	EXCEL	41
D: CV for all proposed key personnel			
22	T08_XXX=CV_Stockholder_Owner=<BidderName>	pdf or jpg	27
23	T09_XXX=CV_Project_Manager=<BidderName>	pdf or jpg	27
24	T10_XXX=CV_Resident_Engineer=<BidderName>	pdf or jpg	29
25	T11_XXX=CV_Project_Architect=<BidderName>	pdf or jpg	29
26	T12_XXX=CV_Structural_Engineer=<BidderName>	pdf or jpg	31
27	T13_XXX=CV_Civil_Engineer=<BidderName>	pdf or jpg	26
28	T14_XXX=CV_Electrical_Engineer=<BidderName>	pdf or jpg	31
29	T15_XXX=CV_Electronics+Commu_Engineer=<BidderName>	pdf or jpg	38
30	T16_XXX=CV_Mechanical_Engineer=<BidderName>	pdf or jpg	32
31	T17_XXX=CV_Fire_Protection_Engineer=<BidderName>	pdf or jpg	36
32	T18_XXX=CV_Sanitary_Engineer=<BidderName>	pdf or jpg	29
33	T19_XXX=CV_Safety+Health_PRACTITIONER=<BidderName>	pdf or jpg	38
34	T20_XXX=CV_Materials_Engineer=<BidderName>	pdf or jpg	30
35	T21_XXX=CV_Quantity_Surveyor=<BidderName>	pdf or jpg	29
36	T22_XXX=CV_Draftsman2MINIMUM=<BidderName>	pdf or jpg	29
37	T23_XXX=CV_Gen_Foremn2MINIMUM=<BidderName>	pdf or jpg	30
38	T24_XXX=CV_Registered_Nurse=<BidderName>	pdf or jpg	28
E: TECHNICAL REQUIREMENTS <cont'd>			
39	T25_XXX=Construction_Methodology=<BidderName>	pdf or jpg	33

40	T26_XXX=List_of_Available_EQUIPMENT=<BidderName>	pdf or jpg	36
41	T27_XXX=Equipment_Utilization_Schedule,=<BidderName>	pdf or jpg	40
42	T28_XXX=Construction_Safety+Health_Program=<BidderName>	pdf or jpg	43
43	T29_XXX=Notarized_Sworn_Statement_of_Conformance=<BidderName>	pdf or jpg	49
44	T30_XXX=Valid_ISO_Certification=<BidderName>	pdf or jpg	32
45	T31_XXX=Notarized_Omnibus_Sworn_Statement=<BidderName>	pdf or jpg	42

15.3. The electronic-copy of the Eligibility Documents, Technical Documents, Financial Bid shall be contained in the submitted USB Thumb Drives and should follow the filename structures as detailed in the above table, where:

- The “final-filename” should not be greater than the character-lengths as specified above excluding the Bidder’s Name;
- The suffix “<BidderName>” should be replaced by the Company Name of the Bidder;
- The first three characters of the filename represents the document-tag as defined in the checklist; and,
- The “_XXX” represent the file number of the document, or the page-number of the file (*if there are several pages in a given file*).

Section IV. GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

1. DEFINITIONS.....	53
2. INTERPRETATION	55
3. GOVERNING LANGUAGE AND LAW.....	55
4. COMMUNICATIONS.....	56
5. POSSESSION OF SITE.....	56
6. THE CONTRACTOR'S OBLIGATIONS.....	56
7. PERFORMANCE SECURITY	57
8. SUBCONTRACTING.....	58
9. LIQUIDATED DAMAGES.....	58
10. SITE INVESTIGATION REPORTS	59
11. THE PROCURING ENTITY, LICENSES AND PERMITS	59
12. CONTRACTOR'S RISK AND WARRANTY SECURITY.....	59
13. LIABILITY OF THE CONTRACTOR	61
14. PROCURING ENTITY'S RISK.....	61
15. INSURANCE	62
16. TERMINATION FOR DEFAULT OF CONTRACTOR.....	63
17. TERMINATION FOR DEFAULT OF PROCURING ENTITY.....	64
18. TERMINATION FOR OTHER CAUSES	64
19. PROCEDURES FOR TERMINATION OF CONTRACTS	65
20. FORCE MAJEURE, RELEASE FROM PERFORMANCE	67
21. RESOLUTION OF DISPUTES.....	68
22. SUSPENSION OF LOAN, CREDIT, GRANT, OR APPROPRIATION	68
23. PROCURING ENTITY'S REPRESENTATIVE'S DECISIONS	69
24. APPROVAL OF DRAWINGS AND TEMPORARY WORKS BY THE PROCURING ENTITY'S REPRESENTATIVE.....	69
25. ACCELERATION AND DELAYS ORDERED BY THE PROCURING ENTITY'S REPRESENTATIVE.....	69
26. EXTENSION OF THE INTENDED COMPLETION DATE	69

27. RIGHT TO VARY	70
28. CONTRACTOR'S RIGHT TO CLAIM	70
29. DAYWORKS.....	70
30. EARLY WARNING	71
31. PROGRAM OF WORK.....	71
32. MANAGEMENT CONFERENCES	72
33. BILL-OF-QUANTITIES.....	72
34. INSTRUCTIONS, INSPECTIONS AND AUDITS	72
35. IDENTIFYING DEFECTS.....	73
36. COST OF REPAIRS.....	73
37. CORRECTION OF DEFECTS.....	73
38. UNCORRECTED DEFECTS	73
39. ADVANCE PAYMENT.....	74
40. PROGRESS PAYMENTS.....	74
41. PAYMENT CERTIFICATES.....	75
42. RETENTION.....	75
43. VARIATION ORDERS.....	76
44. CONTRACT COMPLETION	77
45. SUSPENSION OF WORK.....	77
46. PAYMENT ON TERMINATION.....	78
47. EXTENSION OF CONTRACT TIME.....	79
48. PRICE ADJUSTMENT	80
49. COMPLETION.....	80
50. TAKING OVER	80
51. OPERATING AND MAINTENANCE MANUALS	80

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. **BOQ** 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 Notice of Award 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 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** are 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) BOQ; 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 5.1, 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 of 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 subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

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 subcontractor, its agents, servants or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 8.3. 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 HoPE 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) Consultants – 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	Amount of Warranty Security not less than the % 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	Ten Percent

Form of Warranty	Amount of Warranty Security not less than the % of Total Contract Price
of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	(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 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; or
- (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:
 - (i) 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;
 - (ii) 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;
 - (iii) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
 - (iv) neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or
 - (v) sub-lets any part of this Contract without approval by the Procuring Entity.

16.2. 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 HoPE 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 HoPE 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 HoPE 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 HoPE shall issue an order terminating the contract;
- (d) The Procuring Entity may, at anytime before receipt of the Contractor'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 HoPE 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 HoPE 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 HoPE.

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 CONTRACTOR'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. 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 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 at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the HoPE.

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 BOQ shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.
- 33.2. The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.
- 33.3. If the final quantity of any work done differs from the quantity in the BOQ 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 BOQ.

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.
 - (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 BOQ 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 HoPE 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 HoPE for approval.
- (b) The HoPE 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) The 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 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 effectivity of the order 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 or non-execution of deed of sale or donation 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 HoPE. 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 escalation 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

GCC Clause	Details of SPECIAL CONDITIONS OF CONTRACT
1.17 Intended Completion Date	The project should be completed within THREE (3) calendar years inclusive of Saturdays, Sundays and Holidays from the date of receipt of the Notice-To-Proceed issued by dap .
1.22 Procuring Entity	development academy of the philippines DAP Building, San Miguel Avenue, Pasig City 1600 Tel No. (632) 631-0921 loc. 133
1.23 Procuring Entity's Representative	The Procuring Entity's Representative is... Atty. ENGELBERT C. CARONAN, JR., MNSA President & Chief Executive Officer, DAP
1.24 Site	The Site is located at Development Academy of the Philippines-Conference Center (DAPCC) , Brgy Sungay East, Tagaytay City, Cavite and is defined in drawing Sheet No. A0-1a.
1.28 Start Date	The Start Date shall be the date of receipt of the Notice to Proceed .
1.31 Work(s)	<p>The Works consist of the following:</p> <ol style="list-style-type: none"> 1. Construction of a Fourteen-Storey Reinforced Concrete Building comprising Four-Storey Multi-use Podium, Ten-Storey Accommodation Tower with Roof Deck and Basement Parking & Utilities; 2. Site Development and Various Site Improvements; 3. Renovation of the Engineering and Maintenance Building; 4. Construction of the One-Storey Materials Recovery Facility (MRF); 5. Construction of the New Sewage Treatment Plant (STP) to include interconnection of Existing and New STP; and, 6. Landscaping of designated areas within the 4.08 hectare DAPCC-Tagaytay training center complex, as indicated in the plans and specifications. <p><u>REMINDER:</u></p> <p>Refer to Schedule of Requirements and Specifications in Section VI for further details of Scope-of-Work.</p>
2.2 Sectional Completion	<p>The Projected Annual Work Completion for the 3-Year Construction Period are as follows:</p> <p>Year 1: <i>(12 months Construction for mobilization/general requirements inclusive of permits and bonds, clearing and grubbing to include cutting and/or balling-out of affected trees within the building footprint, lay-out and staking, site works, excavation, foundation and structural framing, start of masonry works and other civil works, and preliminary building utilities);</i></p>

GCC Clause	Details of SPECIAL CONDITIONS OF CONTRACT
	<p>Year 2: (12 months Construction Period for completion of the base build and utilities input inclusive of finished CHB masonry works or approved alternate pre-fabricated masonry systems, installation of utility lines, metal works, initializing of finishing works); and,</p> <p>Year 3: (12 months Construction Period for completion of finishing works and all other architectural components, installation of remaining building equipment, landscaping, completion of site improvements, punch listing, cleaning, hauling and disposal of construction debris, testing & commissioning, demobilization, occupancy and other pertinent permits before turn-over and acceptance).</p> <p>NOTE: Design Fit-Outs, Furnishings & Fixtures (DFOFFs) including major electro-mechanical equipment shall start on Year3 and will be completed by Year4. However, the construction of the NEW TRAINING BUILDING, for purposes of this bidding, DFOFFs shall not be part of the bidding, and therefore no need to place/input data that will establish the bid-price. All data that can be gleaned from the BOQ-worksheet tagged as “D”, which stands for DFOFFs, are merely shown to give the Bidder an appreciation of what items will be later on placed in the NEW TRAINING BUILDING that will be constructed.</p>
5.1 Possession of Site	The Procuring Entity shall allow temporary possession of the construction site to the Contractor for the duration of the project implementation.
6.5 Contractor's Key Personnel	<p>The Contractor shall employ the following Key Personnel to carry out the supervision of the Works.</p> <ol style="list-style-type: none"> 1. Project Manager as the authorized person who can decide for and behalf of the Bidder relative to the progress/changes/adjustments during the implementation; 2. Resident Engineer / Project In-Charge; 3. Project Architect; 4. Structural Engineer; 5. Civil Engineer; 6. Electrical Engineer; 7. Electronics & Communication Engineer; 8. Mechanical Engineer; 9. Fire Protection Engineer; 10. Sanitary Engineer; 11. Occupational Safety and Health Practitioner; 12. Materials Engineer; 13. Quantity Surveyor; 14. Draftsman (minimum of 2 personnel);

GCC Clause	Details of SPECIAL CONDITIONS OF CONTRACT
	<p>15. General Foreman (minimum of 2 personnel); and,</p> <p>16. Registered Nurse.</p> <p><u>INSTRUCTIONS to BIDDERS:</u></p> <p>The Contractor's key personnel shall comply with the minimum qualifications and work experiences prescribed in Section III. Bid Data Sheet-ITB Clause 12.1(b)(ii.2).</p>
7.4(c) Other Terms for the Release of Performance Security	Upon Contractor's submission of acceptable Warranty Security Bond and DAP's issuance of the Final Certificate of Acceptance.
7.7 Right of Procuring Entity to institute action pursuant to Act3688	No further instructions.
8.1 Contractor Cannot Subcontract Works More than Specified	No further instructions.
10 Site Investigation Reports	No further instructions.
12.3 Failure to Comply with GCC Clause 12.2	No further instructions.
12.5 Warranty Against Structural Defects/ Failures	In case of permanent structures, such as buildings of types 4 and 5 as classified under 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 Liability of the Contractor	If the Contractor is a Joint Venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.
18.3(h)(i) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in ITB Clause 3.1(a)	No further instructions.
21.2 Decision Referred to the Arbitrator	<p>The Arbitrator is:</p> <p>Contractor Industry Arbitration Commission (CIAC) or shall be mutually agreed upon between DAP and the winning CONTRACTOR.</p> <p>Any dispute between the Development Academy of the Philippines and the CONTRACTOR (BUILDING CONTRACTOR) arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Philippines.</p> <p>The place of arbitration shall be the DTI Construction Industry Authority of the Philippines (CIAP) Construction Industry Arbitration Commission,</p>

GCC Clause	Details of SPECIAL CONDITIONS OF CONTRACT
	<p>which has original jurisdiction over construction disputes.</p> <p>The CIAC address is at the 2/F Executive Building Center, 369 Sen. Gil J. Puyat Ave., cor. Makati Ave., Makati City, with Tel. Nos.897.0853, 897.9313 and Facsimile 897.9313.</p>
29.1 Daywork's rate	No Dayworks are applicable to the Contract.
31.1 Approval of Program of Work	<p>The Awarded Contractor shall submit a monthly Program of Work, which corresponds to the overall PERT-CPM and Gantt Chart, to the Construction Management Consultant (CMC), and to the dap Project Engineer <u>subject to the agreed date between the dap End-User Representative and the Awarded Contractor</u> during the pre-project implementation coordination meeting prior to the issuance of the Notice-to-Proceed.</p>
31.3 Updated Program of Work	<p>A weekly Accomplishment Report should be submitted to CMC and dap Representatives comprising of progress of updates for DAPCC Projects inclusive of: CCTV Coverage Footages and complete sets of colored photos printed and digital copies stamped with date and time demonstrating before, during, and after construction works. The submission, evaluation, and approval shall be done during the weekly technical meeting.</p> <p>Note: Progress payment is subject to the submission of updated of accomplishment report plus required documentation and evaluation of the said report by the CMC and dap Representatives.</p>
34.3 Named Funding Source to Inspect Contractor's Accounts and Records	The Funding Source is the <i>Government of the Philippines</i> through dap's duly authorized representatives.
39.1 Advance Payment to the Contractor	Upon written request of the contractor, and subject to GCC Clause 39.2 , advance payment in the amount of Ten Percent (10%) of the total contract price shall be made in one (1) lump sum payment.
40.1 Contractor to Request for Payment of Work	Request for payment shall be verified and certified by the CMC and dap's duly authorized representatives.
49 Completion of Works	<p>List of Certification needed to endorse completed works:</p> <ol style="list-style-type: none"> 1. Designer and Construction Management Consultant (CMC) Certification as regards technical compliance to the agreed designs and duly endorsed by the DAP's Authorized Representative for the final approval and decision of the HoPE; <u>and</u>, 2. Certification from the designated Inspectorate Team duly approved by the End User Representative indicating the satisfactory submission of all As-Built Drawings as well as Operating & Maintenance Manual; <u>and</u>, 3. Certification from the DAP Finance Department indicating the summary of all payments and deductions including liquidated damages (if any), the fund-source/s where the payments were charged to.
51.1 "As Built" Drawings	Certificate of Completion shall be issued within One (1) calendar month upon submission of the final/complete "As-Built Drawings."

GCC Clause	Details of SPECIAL CONDITIONS OF CONTRACT
	<p>Complete set of electronic files in USB Thumb drive of “AS-BUILT PLANS” in PDF and CAD format;</p> <ol style="list-style-type: none"> 1. Four (4) sets of original copy in A0 sheets (drawn on a mylar sheets) signed and sealed by appropriate professional architects and engineers; 2. Seven (7) sets of blue print copies in A0 sheets signed and sealed by appropriate professional architects and engineers; 3. Complete set of colored photos, printed and digital copies in jpg-format, and stamped with date and time demonstrating before, during, and after construction works; 4. Operating and Maintenance Manual as specified in <i>Section VI, item B.4.9</i>, not later than One (1) calendar month prior to the issuance of Certificate of Completion, and not later than five (5) days prior to the conduct of the required training of the DAP’s personnel; and; 5. Warranty Certificate of at least five (5) years against poor workmanship and one (1) year against defects traceable to materials supplied/installed and/or as specified in the manufacturer’s brochures. <p><u>REMINDER:</u></p> <p>In addition, for every progress payment, the contractor must submit “As-Built” Drawings as supporting document.</p>
51.2 If the Contractor does not Supply the Drawings and/ or Manuals	<p>Release of Final Payment is subject to the submission of the “As-Built” Drawings, and the Operating & Maintenance Manual to be certified by the DAP authorized representative/s.</p>

Section VI. SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS

This Schedule of Requirements serves as a guide to the Contractors.

A. Schedule of Requirements

The Contractor's proposed Work Plan shown in Gantt Chart, which is a mandatory part of the Technical Proposal, should provide a more detailed schedule of activities. Unless approved in writing by DAP on the written request of the Contractor, the coverage –*from mobilization to demobilization*, should not extend beyond the derivable dates as indicated here below.

Exact dates of delivery and/or completion should be reckoned from date of Contractor's receipt of Notice-to-Proceed from DAP.

Unless waived in writing by DAP upon a written request from the Contractor, inability to comply with the **Approved Construction Schedule** will serve as the basis for computing the applicable liquidated damages.

ITEM OF WORK or Work Clusters	Nth Cal-days from Contractor's Date of Receipt of Notice-to-Proceed	
	START	FINISH
1. Notice to Proceed	1st	1st
2. Mobilization, Permits, Bonds and Construction of Temporary Facilities to include provision of protection/safety paraphernalia, advisories, bulletins, etc. to ensure traffic free and safe work areas within and outside affected areas	2nd	30th
3. WORKS are consisting of the following: 3.1. Construction of a Fourteen-Storey Reinforced Concrete Building comprising Four-Storey Multi-use Podium, Ten-Storey Accommodation Tower with Roof Deck and Basement Parking & Utilities; 3.2. Site Development and Various Site Improvements; 3.3. Renovation of the Engineering and Maintenance Building; 3.4. Construction of the One Storey Materials Recovery Facility (MRF); 3.5. Construction of the New Sewage Treatment Plant (STP) to include interconnection of Existing and	14th	1034th

ITEM OF WORK or Work Clusters	Nth Cal-days from Contractor's Date of Receipt of Notice-to-Proceed	
	START	FINISH
<p>New STP; and,</p> <p>3.6. Landscaping of designated areas within the 4.08 hectare DAPCC-Tagaytay training center complex, as indicated in the plans and specifications.</p> <p>To include all detailed work clusters specified in the BOQ, but not limited to the following such as:</p> <p>Div. 01. General Requirements & Existing Conditions, Div. 02. Concrete, Div. 03. Masonry, Div. 04. Metals, Div. 05. Woods/Plastics & Composite, Div. 07. Thermal & Moisture Protection, Div. 08. Openings, Div. 09. Finishes, Div. 10. Specialties, Div. 12. Furnishings, Div. 13. Special Construction, Div. 21. Fire Suppression, Div. 22. Plumbing, Div. 23. Heating, Ventilating & Air-conditioning, Div. 25. Integrated Automation, Div. 26. Electrical, Div. 27. Communications, Div. 28. Electronic Safety & Security, Div. 31. Earthworks, Div. 32. Exterior Improvements, and, Div. 33. Utilities.</p>		
4. Punch-listing, Rectification of Punch-list Items, Cleaning, Hauling and Disposal of construction debris.	974th	1034th
5. Contractor's Demobilization, Testing & Commissioning, Final Inspection, and submission of Occupancy and other pertinent Permits before Turn-over and Acceptance.	1035th	1095th
<i>END OF SCHEDULE OF REQUIREMENTS</i>		

B. Specifications

Minimum & Essential Specifications: Contractor must indicate in this form compliance to the requirements detailed here below. For ease of evaluation, Contractor /Bidder has to...

- ❖ Write inside the box below, the phrase: "*will comply at the full expense of the <name of the Contractor/Supplier>*"
- and/or;

- ❖ Provide additional explanation /clarification on a separate sheet in case there will be any deviation from the intended specifications/requirements.

1. BACKGROUND OF THE PROJECT

DAP's core function of being at the forefront of professionalizing and developing an agile government bureaucracy through innovative and "top-notch" training, education, research and consultancy activities, the current DAPCC facility in Tagaytay is being considered for a major physical re-development.

The goal is to revisit the site development and physical plan of the 4.08-hectare site of DAPCC Tagaytay to accommodate the envisioned Project to drive DAP's target to re-energize and expand its training, education, research and consultancy functions through an enlarged and enhanced existing facility.

The goal is the redevelopment of the current DAPCC facility in Tagaytay into a ***Leadership and Public Management Training and Development Centre***.

The key words in the refocusing of the mandate and vision/mission of DAP are "**transformative, innovative, synergistic and productivity**". These key words further generate two other significant ideas, competency and leadership development. These key words must be transformed into study and plan concepts and construction that that can be as good anchors to drive the direction for reshaping the future of the DAPCC facility to respond to its new challenges.

1.1. GENERAL DESCRIPTION OF THE PROJECT

The **DAP Conference Center Facilities Expansion** shall occupy the spaces at the backyard of DAPCC-T where the Pelota Court, Basketball Court, and the Tennis Court are placed.

The Proposed NEW TRAINING BUILDNG, consisting of a Fourteen-Storey Reinforced Concrete Building comprising Four-Storey Multi-use Podium, Ten-Storey Accommodation Tower with Roof Deck and Basement Parking & Utilities, shall be used as lectures, conferences and conventions facilities to host training, education, research and consultancy functions that takes into consideration in the conservation of the existing DAP Main Conference Facility.

The proposed Building shall provide accommodation facilities (*standard rooms, suite and deluxe rooms*), dining hall, workshop rooms, speech lab, library, offices and future center innovation laboratory and art gallery. For recreational facilities, the building shall also include multi-purpose/team building area, ecumenical room, swimming pool area, massage rooms with fitness gym, sky high bar with social activity rooms and an activity deck.

In the development of the proposed expansion, it shall also include the...

1.1.1. Renovation of the Engineering and Maintenance Building;

1.1.2. Provision Materials Recovery Facilities (**MRF**) structure;

1.1.3. Provision of Sewage Treatment Plant (**STP**);

1.1.4. Site Development and Various Site Improvements; and,

1.1.5. Landscaping of designated areas within the 4.08 hectare DAPCC-Tagaytay training center complex, as indicated in the plans and

specifications.

The Master Site Development Plan shall provide the development of the walkways, landscaping design, road widening which includes the street lighting, security surveillance and fire hydrant for the site.

The Buildings shall have complete architectural, civil, structural, mechanical, electrical, electronics/communications, plumbing and sanitary systems, CCTV and security management system and landscape design.

1.2. BUILDING AREA ALLOCATION

Fourteen-Storey Building with Basement and Roof Deck

Area Allocation	Areas (SQM)
01. Basement Floor including Chiller Area	3,385.29
02. Ground Floor	3,368.52
03. Second Floor	3,311.00
04. Third Floor	2,409.58
05. Fourth Floor including Open Deck and Multi-purpose Court	3,311.00
06. Fifth Floor	992.05
07. Sixth Floor	1,029.59
08. Seventh Floor	1,029.59
09. Eighth Floor	1,029.59
10. Ninth Floor	1,029.59
11. Tenth Floor	1,029.59
12. Eleventh Floor	1,029.59
13. Twelfth Floor	1,029.59
14. Fourteenth Floor (13th Level)	886.55
15. Roof Deck with Facilities (14th Level)	849.80
16. Machine Room and ACCU Deck Floor	164.22
Total Construction Floor Area	25,885.12
<i>Less Open Spaces: Roof Decks, Utility Decks, Sun deck, Swimming Pool, Podium Lawn, Multi-purpose Court, etc.</i>	3,062.59
Gross Floor Area	22,822.53

Site Development and Exterior Facilities Improvements

Area Allocation	SQM
01. Existing Engineering and Maintenance Building	345.31
02. Materials Recovery Facility (MRF) Building	100.00
03. Sewage Treatment Plant	133.00
04. Sidewalk/Path walk/Ramp	375.80

Area Allocation	SQM
05. Landscaping	7,022.35
06. Road (<i>including basement driveway ramp and delivery parking</i>)	982.03
07. Entry Porch	109.12
Total Site Area	9,067.61

2. SCOPE OF WORK: All WORKS should be implemented as shown on the plans and specifications for the PROJECT.

- ❖ The **works** shall consist of [1] the entire fabrication, furnishing, delivery, and installation, complete in all details, at the subject premises; and [2] all work materials, tools, equipment and technical operations incidental to the proper completion of the Project, except those portions of the work which are expressly stated “to be done by others” or “as supplied by the Owner”.
- ❖ All works shall be in accordance with the governing Codes and Regulation and with the specifications, except those where same shall conflict with such Codes, etc., which latter shall govern.
- ❖ The requirements with regards to materials and appliances necessary to complete installation of the work specified herein and indicated in the drawings shall be executed to the best construction practices and **as per Manufacturer’s instructions**.

2.1. MOBILIZATION AND GENERAL REQUIREMENTS

- 2.1.1. Apply for building permit and other necessary permits including payment of fees, bond in compliance to all regulating and oversight agencies before construction;
- 2.1.2. Provide temporary and support facilities and utilities with corresponding sub-meters to be connected to utility providers in terms of electricity (to include field office, health/safety/first aid facility, safety paraphernalia, etc.);
- 2.1.3. Install board-up, temporary fencing, gates, access roads and project identification/signage;
- 2.1.4. Preliminary works to include field survey/building layout/staking, clearing and grubbing, cutting of existing trees within the building footprint, demolition of existing facilities/structures, hauling of cut trees and debris to designated dump sites approved by the Government;
- 2.1.5. Relocate/restore any utilities/facilities that that will be affected/damaged during implementation works;
- 2.1.6. The Contractor must provide its own security but must coordinate with the Academy’s security unit and must also get directives with the Academy’s designated officers; and,
- 2.1.7. Other necessary requirements and works to complete the Mobilization.

TO INCLUDE THE FOLLOWING ADDITIONAL REQUIREMENTS:

- 2.1.8. Ground Breaking Ceremony care of the Contractor in coordination with DAP and the End-User Representative; and,
- 2.1.9. Install CCTV cameras on site (at least 4 areas: entrance, quarters, warehouse, and site). Make accessible to DAP-officials the footages of all video-coverage of the said CCTV-cams in external drives on a monthly basis c/o of the Contractor without cost to DAP;
- 2.1.10. Source of water during implementation will be the responsibility of the Contractor, must provide water tanker for their consumption and storage or secure water source from service provider; and,
- 2.1.11. **Pre-project implementation coordination meeting prior to the issuance of the Notice-to-Proceed:** It shall be the responsibility of the Awarded Contractor to faithfully prepare Minutes of Meeting (MoM), and the first draft shall be submitted electronically no later than two (2) days after the date of the said meeting. The finalization of MoM shall be subject to the approval and signatures of the authorized representatives of the Awarded Contractor and the DAP End-User. The production, the submission, and the distribution of the final copy/ies of any documentation shall be taken cared of by the Awarded Contractor, and further ensuring compliance with the pertinent and applicable ISO-procedures.

2.2. CONSTRUCTION OF THE FOURTEEN-STOREY REINFORCED CONCRETE BUILDING WITH FOUR-STOREY MULTI-USE PODIUM, TEN-STOREY ACCOMMODATIONS TOWER WITH ROOF DECK, AND BASEMENT PARKING & ELECTRO-MECHANICAL EQUIPMENT FACILITIES

2.2.1. Structural/Civil Works

The Civil Works shall include entry platform, ramps, steps, drainage and sanitary systems, electrical and electronic/communication service connection systems, earth fillings, embankments, grading and demolition as indicated in the drawings. The Structural system shall be reinforced concrete and steel framing, renewable materials such as wood and pre-cast concrete. The design shall also include the following:

- 2.2.1.1. Provision for building structural system including excavation, backfill, grading and compacting works;
- 2.2.1.2. Establishment of structural members as designed for on-grade and suspended slabs, columns, beams, shear wall and supports;
- 2.2.1.3. Concrete and Masonry works, reinforcement, grouting and wall construction;
- 2.2.1.4. Structural steel, metal fabrications and trims, wall guard, railings, partitions and enclosures;
- 2.2.1.5. Supply of formworks, scaffoldings and other erection and protective supports; and,
- 2.2.1.6. Any and all other works involved in providing the complete structural/civil works/system as per drawings, specifications and in accordance to standards, codes, regulations and manufacturers'

/suppliers' installation and commissioning requirements.

2.2.2. Architectural Works

Shall include the following provisions complete for the construction of building requirements in accordance to Specifications, Contract Drawings and applicable Codes and Standards:

- 2.2.2.1. Rough and finish carpentry, architectural wood applications for counters, paneling and sheathing;
- 2.2.2.2. Thermal and moisture protection including roof material and installations, building insulation, waterproofing and treatments;
- 2.2.2.3. Doors, windows, curtain walls, with security and protective treatments, complete with framing and hardware for intended uses as required;
- 2.2.2.4. Ceiling, Wall and Floor Finishes for interior and exterior applications; painting works, stonework, cladding and accentuations as required;
- 2.2.2.5. Building and interior signage;
- 2.2.2.6. Toilet compartment and accessories;
- 2.2.2.7. Built-in cabinet works;
- 2.2.2.8. Food Equipment for Canteen Area; and,
- 2.2.2.9. Any and all other works involved in providing the complete architectural and interior works as per drawings, specifications and in accordance to standards, codes, regulations and manufacturers' /suppliers' installation and commissioning requirements.

2.2.3. Plumbing and Sanitary Works

Work included herein shall consist of furnishing all labor, tools, equipment, appliances, and materials necessary for complete installation, testing and operation of the plumbing and sanitary system composed of:

- 2.2.3.1. Soil, waste, vent piping and storm drainage system interconnecting the existing sanitary sewers and appurtenances;
- 2.2.3.2. Water distribution and supply pipes to the equipment, fixtures and hose bibs;
- 2.2.3.3. Plumbing fixtures, trims, and accessories;
- 2.2.3.4. Domestic pumps and accessories;
- 2.2.3.5. Sewage Treatment Plant (STP);
- 2.2.3.6. Rain Water Collection System; and,
- 2.2.3.7. Any and all other works involved in providing the complete plumbing works/system as per drawings, specifications and in accordance to standards, codes, regulations and manufacturers' / suppliers' installation and commissioning requirements.

2.2.4. Mechanical Works

❖ *Fire Protection*

Work included in this specification shall consist of, but not necessary limited to the following items:

- 2.2.4.1. Arrange for, obtain and bear the cost of necessary permits, bonds and for the automatic sprinkler work;
- 2.2.4.2. Furnish and install sprinkler system to the entire building as shown in the drawing. System to include all pipes, hanger, sway braces, sprinkler heads, control valves, drain valves, alarms, alarm bells, water flow switches and control valve monitor switches, sprinkler supervisory control panel, fire pump, jockey pump, drives and controllers and necessary accessories, fire hose cabinets and accessories, pressure relief valve and other valves;
- 2.2.4.3. Furnish and install fire department connections located where shown on the drawings;
- 2.2.4.4. Testing of all piping work and necessary cleaning of fire protection work;
- 2.2.4.5. Furnish shop drawings and certificates of inspection;
- 2.2.4.6. Cutting, patching and removing from the jobsites all rubbish and debris resulting from the fire protection work;
- 2.2.4.7. Fire extinguisher shall be furnished by the Contractor based on the local Fire Department requirements as specified, i.e., fire extinguisher requirements at the different areas and floors;
- 2.2.4.8. Provision of clean agent fire extinguishing system; and,
- 2.2.4.9. Any and all other works involved in providing the complete fire protection works/system as per drawings, specifications and in accordance to standards, codes, regulations and manufacturers' / suppliers' installation and commissioning requirements.

❖ *HVAC System –*

Air conditioning and ventilating equipment including all related incidental items for the complete installation and operation of the heating, ventilation, and air conditioning (HVAC) system of the Project.

- 2.2.4.10. Variable Refrigerant Flow System (VRF);
- 2.2.4.11. Direct Expansion Type Air Conditioning System;
- 2.2.4.12. Air Handling Unit;
- 2.2.4.13. Fans and Ventilation Equipment;
- 2.2.4.14. Duct works, Duct Materials, hangers and support;
- 2.2.4.15. Refrigerant Piping and Drain Piping;
- 2.2.4.16. Piping Identification and Insulation;
- 2.2.4.17. Controls, Fire stopping and Dampers;
- 2.2.4.18. Testing, Adjusting and Balancing operations for mechanical system

installation;

- 2.2.4.19. Exhaust and Ventilating System shall be combination of ceiling cassette type and wall mounted industrial type propeller fan; and,
- 2.2.4.20. Any and all other works involved in providing the complete HVAC system as per drawings, specifications and in accordance to standards, codes, regulations and manufacturers' /suppliers' installation and commissioning requirements.

❖ ***Passenger Elevator and Escalators***

- 2.2.4.21. Machine-room-less Service Elevator System and Passenger Elevator with Machine Room, Escalator complete with AC motor and Breaker, compact and functional in design, advance door control, hall motion sensor and energy efficient in off-peak period with VVF Inverter Control; and,
- 2.2.4.22. Any and all other works involved in providing the complete passenger elevator and escalators system as per drawings, specifications and in accordance to standards, codes, regulations and manufacturers' /suppliers' installation and commissioning requirements.

2.2.5. Electrical Works

Shall include but not limited to the following principal items:

- 2.2.5.1. Test, supply and install low voltage switchgear, including all necessary intelligence unit and all interconnecting cables, cable support and connectors;
- 2.2.5.2. Furnish and install all civil work items related to the electrical installation including concrete pedestal, concrete encasement of conduits, hand holes, equipment pads, trench, metering equipment pedestal, etc.;
- 2.2.5.3. Test, supply and install brand new Standby Generator Set including all necessary accessories;
- 2.2.5.4. Termination of all feeders at Low Voltage Switchgear inclusive of wires and cables and the necessary cable connectors;
- 2.2.5.5. Furnish and install all power system feeders, branch circuits and equipment inclusive of all conduits, fittings, wirings and accessories and the termination of the same;
- 2.2.5.6. Furnish and install all exterior and interior lighting and power wirings including conduits, boxes, gutters, fittings, wiring accessories, and terminations;
- 2.2.5.7. Furnish and install all wiring devices as shown on the plans;
- 2.2.5.8. Furnish and install lighting equipment, fixtures and power outlets, switches based on the requirements indicated in the specification and as shown on plans;
- 2.2.5.9. Furnish and install all auxiliary equipment inclusive of all conduits, fittings, wirings and accessories and the termination of the same to complete the job;

- 2.2.5.10. Furnish and install complete Grounding System as shown in the plans;
- 2.2.5.11. Provide necessary civil and electrical requirements for transformer, concrete pedestal and conduits. Distribution Transformers and other HV equipment shall be by Contractor;
- 2.2.5.12. Furnish and install panel boards, bus bars, disconnect switches and protective devices as shown on plans and drawings;
- 2.2.5.13. Provision of Lightning Arrester;
- 2.2.5.14. Complete testing and commissioning of all supplied equipment and installed electrical system;
- 2.2.5.15. Application of electrical power service connections including preparation of all necessary plans, forms and related documents, payment of government fees and charges, and coordination with power company and other authorities or persons involved in the procedures;
- 2.2.5.16. If anything has been omitted of any item work, materials, usually furnished which are necessary for the completion of the electrical works as outline herein before, then such items must be and hereby included in this section of work; and,
- 2.2.5.17. Any and all other works involved in providing the complete electrical works/system as per drawings, specifications and in accordance to standards, codes, regulations and manufacturers' / suppliers' installation and commissioning requirements.

2.2.6. **Electronics and Communication Engineering Works**

Electronics and communications system shall consist of the following provisions for the conduits, fittings, wirings, equipment and accessories of the auxiliary system complete:

- 2.2.6.1. Building Management System (BMS);
- 2.2.6.2. Structured Cabling for Local Area Network (LAN);
- 2.2.6.3. Telephone, Auxiliary and CATV;
- 2.2.6.4. Public Address and Background Music;
- 2.2.6.5. CCTV and Security Surveillance System;
- 2.2.6.6. Fire/Smoke Detection and Alarm System; and,
- 2.2.6.7. Any and all other works involved in providing the complete electronics and communications works/systems as per drawings, specifications and in accordance to standards, codes, regulations and manufacturers' /suppliers' installation and commissioning requirements.

2.3. SITE DEVELOPMENT AND VARIOUS SITE IMPROVEMENTS

- 2.3.1. Concrete Curb and Gutter as per plan, drawing details and specifications;
- 2.3.2. Driveways improvements as per plan, drawing details and specifications;
- 2.3.3. Perimeter Gates as per plan, drawing details and specifications;
- 2.3.4. Main Water Distribution System (to include the removal of existing Main Line

and replacement of new system) as per plan, drawing details and specifications. Work item shall include the proper disposal of removed Asbestos Pipes in accordance to the Law;

- 2.3.5. Sanitary Sewerage System as per plan, drawing details and specifications;
- 2.3.6. Utility Area Drain and Catch Basin as per plan, drawing details and specifications;
- 2.3.7. Utility Trench Grating as per plan, drawing details and specifications;
- 2.3.8. Utility Trench Drain as per plan, drawing details and specifications;
- 2.3.9. Box Culvert as per plan, drawing details and specifications; and,
- 2.3.10. Any and all other works involved in providing the complete site development and various site improvements works as per drawings, specifications and in accordance to standards, codes, regulations and manufacturers/suppliers installation and commissioning requirements.

2.4. RENOVATION OF ENGINEERING AND MAINTENANCE BUILDING

- 2.4.1. Demolition of affected areas/components and disposal thereof;
- 2.4.2. Civil works to include earthworks, concreting, masonry, etc.;
- 2.4.3. Architectural and finishing works;
- 2.4.4. Sanitary/Plumbing, electrical, mechanical, electronics, communications and all other systems/components; and,
- 2.4.5. Any and all other works involved in providing the complete renovated and fully functional Engineering & Maintenance Building as per drawings, specifications and in accordance to standards, codes, regulations and manufacturers/suppliers installation and commissioning requirements.

2.5. CONSTRUCTION OF NEW SEWAGE TREATMENT PLANT (STP)

- 2.5.1. Civil works to include earthworks, concreting, masonry, etc.;
- 2.5.2. Architectural and finishing works;
- 2.5.3. Sanitary/Plumbing, electrical systems, and other components, including **interconnection with the existing STP** and provision of spare-parts to ensure a 24/7 operations in case of unexpected electro-mechanical failure;
- 2.5.4. Submission of operating and maintenance manuals;
- 2.5.5. Submission of test results to show compliance of effluent/treated water to environmental standards set by the LLDA and other environmental oversight agencies; and,
- 2.5.6. Any and all other works involved in providing the complete fully functional and effective STP-system as per drawings, specifications and in accordance to standards, codes, regulations and manufacturers' /suppliers' installation and commissioning requirements.

2.6. LANDSCAPING OF DESIGNATED AREAS WITHIN THE 4.08-HECTARE DAPCC-TAGAYTAY TRAINING CENTER COMPLEX

- 2.6.1. Supply and installation of softscapes and hardscapes;
- 2.6.2. Installations of electrical components;
- 2.6.3. Installations of plumbing and drainage components; and,
- 2.6.4. Any and all other works involved in providing the complete landscaping as per drawings, specifications and in accordance to standards, codes, regulations and manufacturers'/suppliers' installation and commissioning requirements; and in accordance to the Owner's specifications and directives.

2.7. PUNCH-LISTING, RECTIFICATION OF PUNCH-LIST ITEMS AND CONTRACTOR'S DEMOBILIZATION, CLEANING, HAULING, AND DISPOSAL OF CONSTRUCTION DEBRIS, TESTING & COMMISSIONING, FINAL INSPECTION, TURN-OVER AND ACCEPTANCE

- 2.7.1. Completion of punch-listed items together with the Construction Manager and Owner's representative;
- 2.7.2. Correction of all noted defects and/or needed replacements identified then conduct of all testings, observations, and commissioning to the desired operating conditions;
- 2.7.3. Restoration of any portion of the 4.08-hectare facility which may have been damaged in the course of the construction and perform corrective measures as may be identified or directed by relevant government agencies for causes attributable to the construction project;
- 2.7.4. Application of Occupancy Permit, application for permanent utilities connections to local providers and other building operational permits;
- 2.7.5. Conduct training DAPCC personnel to operate and maintain all equipment, facilities and utilities;
- 2.7.6. Demobilization, cleaning, clearing/removal and disposal of all construction debris; and,
- 2.7.7. All other necessary works as contained in the specification or this section.

IMPORTANT NOTE:

ALL ITEMS, MATERIALS, LABORS NOT SPECIFICALLY INCLUDED IN ALL OF THE ABOVE-CITED WORKS/SYSTEMS THAT ARE DEEMED NECESSARY COMPONENT FOR THE COMPLETE EXECUTION, IMPLEMENTATION, AND COMMISSIONING OF ALL WORKS/SYSTEMS CITED ABOVE MUST BE INCLUDED AS AWARDED CONTRACTOR'S "ONE LOT RESPONSIBILITY AND ACCOUNTABILITY WITHOUT ADDITIONAL COSTS/CHARGES TO DAP AND EXTENSION OF PROJECT-TIMELINE".

- 3. OUTLINE & TECHNICAL SPECIFICATIONS:** The CONTRACTOR shall COMPLY to all requirements of the approved Technical Specifications for the PROJECT. It will be given to all interested eligible Bidders who intend to participate and have purchased the Official Bid Documents (OBD).

4. SUBMISSION OF CONSTRUCTION AND POST-CONSTRUCTION DOCUMENTARY REQUIREMENTS: The CONTRACTOR shall submit, among others that may be required, the following submittals:

- 4.1. Monthly and Annual Progress Reports including photo documentations. *Each photo-documentation should have the date and time stamps, in jpg-format;*
- 4.2. Final Project Report including photo documentations; Each photo-documentation should have the date and time stamps, in jpg-format;
- 4.3. Complete set of As-built Plans from the CONTRACTOR (signed & sealed plans, including electronic copy in PDF and CAD-format);
 - 4.3.1. Four (4) sets of original copy in A0 sheets (drawn on a mylar sheets) signed and sealed by appropriate professional architects and engineers; and,
 - 4.3.2. Seven (7) sets of blue print copies in A0 sheets signed and sealed by appropriate professional architects and engineers.
- 4.4. Master Project Time Schedule for all phases of the PROJECT;
- 4.5. Minutes of Meetings;
- 4.6. Punch-List of known defects;
- 4.7. Confidential Performance Rating of CONTRACTOR and suppliers;
- 4.8. All documents collected in the maintenance of the comprehensive construction management information system and the document control and project records system of the PROJECT;
- 4.9. Operating and Maintenance Manual is required prior to the request for final billing;
 - 4.9.1. **Contents:** Prepare the Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 4.9.1.1. **Part 1:** Directory, listing the names, addresses, and telephone numbers of the Consultants, Contractor, Subcontractors, and major equipment suppliers;
 - 4.9.1.2. **Part 2:** Operation and maintenance instructions arranged by system and subdivided by the specification section. For each category, identify the names, addresses, and telephone numbers of the Subcontractors and suppliers. Identify the following:
 - ❖ Significant design criteria;
 - ❖ List of equipment;
 - ❖ Parts list for each component;
 - ❖ Operating instructions;
 - ❖ Maintenance instructions for equipment and systems;
 - ❖ Maintenance instructions for [special] finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 4.9.1.3. **Part 3:** Project documents and certificates, including the following:
 - ❖ Shop Drawings and product data;
 - ❖ Air and water balance reports, if applicable;

- ❖ Certificates;
- ❖ Originals of warranties and bonds.

4.9.1.4. **Part 4:** Scan entire manual and provide 3 copies on disc in electronic PDF format.

4.9.2. **Materials and Finishes Manuals**

4.9.2.1. **Building Products, Applied Materials, and Finishes:** Include product data, with the catalog number, size, composition, and the color and texture designations. Include information for re-ordering custom manufactured products.

4.9.2.2. **Instruction for Care and Maintenance:** Include manufacturer's instructions for cleaning agents and methods, precautions against detrimental agents and methods, and a recommended schedule for cleaning and maintenance.

4.9.2.3. **Moisture Protection and Weather Exposed Products:** Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.

4.9.2.4. **Additional Requirements:** As specified in the individual product specification sections.

4.9.2.5. Include a listing in the Table of Contents for design data, with a tabbed flysheet and a space for the insertion of data.

4.9.3. **Equipment and Systems Manuals**

4.9.3.1. For equipment, or component parts of equipment put into service during construction and operated by the Owner, submit documents within 10 days after acceptance;

4.9.3.2. **Each Item of Equipment and Each System:** Include a description of the unit or system, and the component parts. Identify the function, normal operating characteristics, and limiting conditions. Include performance curves, with priming data and tests, and complete nomenclature and model number of replaceable parts;

4.9.3.3. **Panel Board Circuit Directories:** Provide electrical service characteristics, controls, and communications; typed;

4.9.3.4. Include color-coded wiring diagrams as installed;

4.9.3.5. **Operating Procedures:** Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions;

4.9.3.6. **Maintenance Requirements:** Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions:

- ❖ Include a servicing and lubricating schedule, and a list of lubricants required;
- ❖ Include the manufacturer's printed operation and maintenance

instructions;

- ❖ Include sequence of operation by the controls manufacturer;
- ❖ Include the original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance;
- ❖ Include control diagrams by the controls manufacturer as installed;
- ❖ Include the Contractor's coordination drawings, with color-coded piping diagrams as installed;
- ❖ Include charts of valve tag numbers, with the location and function of each valve, keyed to the flow and control diagrams;
- ❖ Include a list of the original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage; and,
- ❖ Include test and balancing reports.

4.9.4. **Maintenance Service:**

- 4.9.4.1. Submit contract for furnishing services and maintenance of the components, Service Level Agreement (SLA) indicated in the specification sections for one year from date of completion, or during the warranty period, whichever period of time is the longest;
- 4.9.4.2. Provide for an examination of the system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required;
- 4.9.4.3. Include a systematic cleaning, examination, adjustment, and lubrication of the components. Repair or replace the parts whenever required. Use the parts produced by the manufacturer of the original component; and,
- 4.9.4.4. Do not assign or transfer the maintenance service to an agent or Subcontractor without the prior written consent of the Owner.

4.9.5. **Training of DAP Personnel**

- 4.9.5.1. Arranging for and coordinating instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives;
- 4.9.5.2. Assistance in the preparation of operations and maintenance manual(s) for the Owner's use;
- 4.9.5.3. On site assistance in the operation of building systems during initial occupancy; and,
- 4.9.5.4. Conduct training of the Owner's operation and maintenance personnel in proper operations, schedules and procedures of the physical facilities and equipment.

4.10. Warranty Certificate of at least five (5) years against poor workmanship and one (1) year against defects traceable to materials supplied/installed from the issuance of Certificate of Completion; and,

4.11. Construction permits, fire safety of inspection certificate, permits to operate, occupancy permits and pertinent clearances from various Government agencies.

REMINDER/NOTES FOR COMPLIANCE: All submittals should comply to the following:

- 1st. Drafts of whatever narrative-documentation should be written in...
- 01. MS Word v10 for narrative reports;
 - 02. MS Excel v10 for calculations;
 - 03. MS PowerPoint v10 for presentations;
 - 04. JPEG-format for photos with date and time-stamps when the shot was taken;
 - 05. CADD for drawings that can be edited;
 - 06. PDF-format (that cannot be edited) of CADD-drawings;

NOTES:

- 01. Bidder must ensure that all electronic-files that can be read and retrieved by the DAP Engineering Office;
 - 02. Narrative Reports should be generally written in Arial-font size12 on size-A4 substance 20 paper; and,
 - 03. Footnotes, endnotes, and other citations /referencing, in any report (excel-file or word-file) should be written in Times New Roman size10.
- 2nd. **All draft electronic copies should be emailed to: dapbacsec@dap.edu.ph**
- 3rd. The Bidder and its designated technical staff should also provide their respective email-addresses where communications on query /clarification /finalization can be emailed;
- 4th. All FINAL copies, with signatures, of whatever documentation should be in ms-word and pdf-format;
- 5th. All FINAL electronic copies should be emailed to: **dapbacsec@dap.edu.ph**
- 6th. **Signed print copies (laser-printed) of the FINALFILES written on the letterhead of the Bidder should be likewise submitted, as follows:**
- a. FOUR (4) sets of final files of Narrative Reports with original signature/s of the concerned authorized individuals /officers/experts;
 - b. SEVEN (7) sets of the recopied documents "certified as true and correct copy" of the originally signed documents;
 - c. Narrative Reports should be generally written in Arial-font size12 on size-A4 substance 20 paper. Footnotes, endnotes, and other citations/referencing, in any report (excel-file or word-file) should be written in Times New Roman size10;
- 7th. FINAL ELECTRONIC copy of all communications, reports, plans, photos, presentations, CADD, reference standards, bid-documents, etc. (sent to **dapbacsec@dap.edu.ph**) should be systematically organized and stored in an external hard disk with storage capacity of, at the very least, double the grand total of all file sizes. **More explicitly, the external drive should only be, at most, 50% filled-up when the said external drive is submitted to DAP.**

Nothing follows

Section VII. DRAWINGS

CONSTRUCTION PLANS re Proposed New Training Building in DAPCC-Tagaytay			
000	Sheet#	tag	TITLE
001		CS.000 COVER SHEET	
002	CS-1	CS.001	Part 1 – Architectural Drawings
003	CS-2	CS.002	Part 2 – Landscape and Engineering Drawings
004		TC.000 TABLE OF CONTENTS	
005	TC-1	TC.001	Architectural Drawings Part 1
006	TC-2	TC.002	Architectural Drawings Part 2
007	TC-3	TC.003	Landscape and Engineering Drawings
008		01.000 Architectural re: SITE DEVELOPMENT	
009	A0-1a	01.001:	Exterior Perspective; Vicinity Map
010	A0-1b	01.002:	Site Development Plan
011	A0-1c	01.003:	Building Site Development Plan
012	A0-1d	01.004:	Site Blow-up Plan
013	A0-1e	01.005:	Existing Site Development, Building Demolition & Contour Layout
014	A0-1f	01.006:	Perimeter Improvement Plan
015	A0-1g	01.007:	Ramp A & B Section Details
016		02.000 Architectural re: MAIN BUILDING	
017	A1-1a	02.001:	Basement Floor Plan
018	A1-1b	02.002:	Ground Floor Plan
019	A1-1c	02.003:	Second Floor Plan
020	A1-1d	02.004:	Third Floor Plan
021	A1-1e	02.005:	Fourth Floor Plan
022	A1-1f	02.006:	Fifth Floor Plan
023	A1-1g	02.007:	Sixth Floor Plan, Seventh Floor Plan & Eighth Floor Plan
024	A1-1h	02.008:	Ninth Floor Plan, Tenth Floor Plan, Eleventh Floor Plan
025	A1-1i	02.009:	Twelfth Floor Plan, Fourteenth Floor Plan & Fifteenth Floor Plan
026	A1-1j	02.010:	Machine Room Floor Plan
027	A1-1k	02.011:	Roof Plan
028	A1-2a	02.012:	Front Elevation; Schedule of Finishes
029	A1-2b	02.013:	Rear Elevation; Schedule of Finishes
030	A1-2c	02.014:	Left-Side Elevation; Schedule of Finishes
031	A1-2d	02.015:	Right-Side Elevation; Schedule of Finishes
032	A1-2e	02.016:	Elevation Thru 1A
033	A1-2f	02.017:	Elevation Thru 2A
034	A1-2g	02.018:	Elevation Thru 3A
035	A1-3a	02.019:	Cross Section & Longitudinal Section
036	A1-3b	02.020:	Bay Section-1 & 2; Spot Detail 1 to 6
037	A1-3c	02.021:	Bay Section-3 & 4; Spot Detail 7 to 10; Blow-up Detail 1
038	A1-3d	02.022:	Bay Section-5 & 6; Spot Detail 11 to 14
039	A1-3e	02.023:	Bay Section-7 & 8; Spot Detail 15 to 17; Blow-up Detail 2 to 3
040	A1-3f	02.024:	Bay Section-9; Spot Detail 18 to 20

CONSTRUCTION PLANS re Proposed New Training Building in DAPCC-Tagaytay			
000	Sheet#	tag	TITLE
041	A1-4a	02.025:	Main Stairs 1 Blow-up Plans and Sections; Ground Floor Stair Plan & Second Floor Stair Plan; Section Thru - 1A & Section Thru - 2A
042	A1-4b	02.026:	Stairs 1 Glass Railing Cut-out Plan; Detail Thru - 1A & 2A; Blow-up Detail - 1A, 2A, 3A & 4A; Spot Details
043	A1-4c	02.027:	Main Stairs 2 Blow-up Plans and Sections
044	A1-4d	02.028:	Second Floor Stair Plan, Third Floor Stair Plan & Fourth Floor Stair Plan; Section Thru - 1A, Section Thru - 2A; Details 1 to 3; Spot Details
045	A1-4e	02.029:	Basement to Fifteenth Floor Stair Plan; Machine Room Floor Stair Plan
046	A1-4f	02.030:	Section Thru - 1A & Section Thru - 2A
047	A1-4g	02.031:	Basement to Fourteenth Floor Stair Plan
048	A1-4h	02.032:	Section Thru - 1A & Section Thru - 2A
049	A1-4i	02.033:	Basement to Fourth Floor Stair Plan; Kitchen Exhaust Blower Floor Stair Plan; Section Thru - 1A & Section Thru - 2A
050	A1-4j	02.034:	Basement to Fourth Floor Stair Plan; ACCU Deck Floor Stair Plan; Section Thru - 1A, Section Thru - 2A & Section Thru - 3A
051	A1-4k	02.035:	Typical Railing Detail 1 & Typical Railing Detail 2; Fire Exit Stair Details
052	A1-4l	02.036:	Exterior Stairs Blow-up Plan, Elevation, Section Detail & Section Thru; Exterior Ramp Blow-up Plan, Elevation, Section Detail, Railing Detail 1 & 2, Section Thru & Blow-up Detail 1-5
053	A1-4m	02.037:	Delivery Bay Blow-up Plan, Section Thru and Spot Details; Blow-up Plan; Section Thru 1A, 2A and 3A; Spot Detail 1A, 2A, 3A and 4A; Bike Rack Blow-up Plan, Section Thru and Spot Details & Isometric Detail
054	A-1-5.1	02.038:	Schedule of Doors and Windows Key Elevation
055	A-1-5.2	02.039:	Schedule of Doors and Windows Key Section
056	A1-5a	02.040:	Basement Floor Schedule of Doors, Wall & Glass Partition Keyplan
057	A1-5b	02.041:	Ground Floor Schedule of Doors, Wall & Glass Partition Keyplan
058	A1-5c	02.042:	Second Floor Schedule of Doors, Wall & Glass Partition Keyplan
059	A1-5d	02.043:	Third Floor Schedule of Doors, Wall & Glass Partition Keyplan
060	A1-5e	02.044:	Fourth Floor Schedule of Doors, Wall & Glass Partition Keyplan
061	A1-5f	02.045:	Fifth Floor Schedule of Doors, Wall & Glass Partition Keyplan
062	A1-5g	02.046:	Sixth Floor, Seventh Floor & Eighth Floor Schedule of Doors, Wall & Glass Partition Keyplan
063	A1-5h	02.047:	Ninth Floor, Tenth Floor & Eleventh Floor Schedule of Doors, Wall & Glass Partition Keyplan
064	A1-5i	02.048:	Twelfth Floor, Fourteenth Floor, Fifteenth Floor Schedule of Doors, Wall & Glass Partition Keyplan & Machine Room Schedule of Doors, Wall & Glass Partition Keyplan
065	A1-5j	02.049:	Schedule Of Doors
066	A1-5k	02.050:	Schedule Of Doors

CONSTRUCTION PLANS re Proposed New Training Building in DAPCC-Tagaytay			
000	Sheet#	tag	TITLE
067	A1-5l	02.051:	Schedule Of Doors
068	A1-5m	02.052:	Glass Door Details, Wood Door Details and Steel Door Details
069	A1-5n	02.053:	Schedule of Glass Partition; Glass Partition Details; Schedule of Operable Wall Partition
070	A1-5o	02.054:	Schedule of Operable Wall Partition; Operable Wall Partition Details
071	A1-6a	02.055:	Basement Floor Schedule of Windows Keyplan
072	A1-6b	02.056:	Ground Floor Schedule of Windows Keyplan
073	A1-6c	02.057:	Second Floor Schedule of Windows Keyplan
074	A1-6d	02.058:	Third Floor Schedule of Windows Keyplan
075	A1-6e	02.059:	Fourth Floor Schedule of Windows Keyplan
076	A1-6f	02.060:	Fifth Floor Schedule of Windows Keyplan
077	A1-6g	02.061:	Sixth Floor, Seventh Floor, Eighth Floor & Ninth Floor Schedule of Windows Keyplan
078	A1-6h	02.062:	Tenth Floor, Eleventh Floor & Twelfth Floor Schedule of Windows Keyplan
079	A1-6i	02.063:	Fourteenth Floor, Fifteenth Floor & Machine Room Schedule of Windows Keyplan
080	A1-6j	02.064:	Schedule Of Windows
081	A1-6k	02.065:	Schedule Of Windows
082	A1-6l	02.066:	Schedule Of Windows
083	A1-6m	02.067:	Schedule Of Windows
084	A1-6n	02.068:	Schedule Of Windows
085	A1-6o	02.069:	Schedule Of Windows
086	A1-6p	02.070:	Schedule Of Windows
087	A1-6q	02.071:	Aluminum Framed Fixed Glass Panels w/ Seamless Type Awning Window (Curtain Wall)
088	A1-6r	02.072:	Aluminum Framed Fixed Glass Panels w/ Seamless Type Awning Window; Aluminum Framed Awning Window Details
089	A1-6s	02.073:	Schedule Of Louvers
090	A1-6t	02.074:	Schedule Of Louvers
091	A1-6u	02.075:	Schedule Of Louvers
092	A1-7a	02.076:	Schedule Of Wall Finishes - Basement Floor
093	A1-7b	02.077:	Schedule Of Wall Finishes - Ground Floor
094	A1-7c	02.078:	Schedule Of Wall Finishes - Second Floor
095	A1-7d	02.079:	Schedule Of Wall Finishes - Third Floor
096	A1-7e	02.080:	Schedule Of Wall Finishes - Fourth Floor
097	A1-7f	02.081:	Schedule Of Wall Finishes - Fifth Floor
098	A1-7g	02.082:	Schedule Of Wall Finishes - Sixth Floor, Schedule Of Wall Finishes – Seventh Floor & Schedule Of Wall Finishes - Eighth Floor
099	A1-7h	02.083:	Schedule Of Wall Finishes - Ninth Floor, Schedule Of Wall Finishes – Tenth Floor & Schedule Of Wall Finishes - Eleventh Floor
100	A1-7i	02.084:	Schedule Of Wall Finishes - Twelfth Floor, Schedule Of Wall Finishes - Fourteenth Floor & Schedule Of Wall Finishes - Fifteenth Floor

CONSTRUCTION PLANS re Proposed New Training Building in DAPCC-Tagaytay			
000	Sheet#	tag	TITLE
101	A1-7j	02.085:	Schedule Of Wall Finishes - Machine Room
102	A1-7k	02.086:	Decorative Back Wall Details
103	A1-7l	02.087:	Wall Finishes Detail; Lattice Wall Partition Details; Mirror Wall Details
104	A1-7m	02.088:	Exterior Granite Wall Cladding Details; Interior Marble Wall Cladding Details; Glass Wall Details; Laminated Wood Wall Details; Composite Wood Wall Panel; Louver Details; Decorative Tubular Steel Vertical Slots Details; Rooms Head Board Details; Decorative Wood Panel
105	A1-7n	02.089:	Pipe Chase Panel Door Details
106	A1-7o	02.090:	Schedule of Baseboard Finishes @ Basement Floor
107	A1-7p	02.091:	Schedule of Baseboard Finishes @ Ground Floor
108	A1-7q	02.092:	Schedule of Baseboard Finishes @ Second Floor
109	A1-7r	02.093:	Schedule of Baseboard Finishes @ Third Floor
110	A1-7s	02.094:	Schedule of Baseboard Finishes @ Fourth Floor
111	A1-7t	02.095:	Schedule of Baseboard Finishes @ Fifth Floor
112	A1-7u	02.096:	Schedule of Baseboard Finishes @ Sixth Floor, Seventh Floor & Eighth Floor
113	A1-7v	02.097:	Schedule of Baseboard Finishes @ Ninth Floor, Tenth Floor, Eleventh Floor & Baseboard Details
114	A1-7w	02.098:	Schedule of Baseboard Finishes @ Twelfth Floor, Fourteenth Floor, Fifteenth Floor & Machine Room; Baseboard Details
115	A1-8a	02.099:	Basement Floor Pattern Layout
116	A1-8b	02.100:	Ground Floor Pattern Layout
117	A1-8c	02.101:	Second Floor Pattern Layout
118	A1-8d	02.102:	Third Floor Pattern Layout
119	A1-8e	02.103:	Fourth Floor Pattern Layout
120	A1-8f	02.104:	Fifth Floor Pattern Layout
121	A1-8g	02.105:	Sixth Floor Pattern Layout, Seventh Floor Pattern Layout & Eighth Floor Pattern Layout
122	A1-8h	02.106:	Ninth Floor Pattern Layout, Tenth Floor Pattern Layout & Eleventh Floor Pattern Layout
123	A1-8i	02.107:	Twelfth Floor Pattern Layout, Fourteenth Floor Pattern Layout & Fifteenth Floor Pattern Layout
124	A1-8j	02.108:	Machine Room Floor Pattern Layout
125	A1-8k	02.109:	Roof Plan Floor Pattern Layout
126	A1-8l	02.110:	Typical Floor Pattern Details
127	A1-9a	02.111:	Basement Floor Reflected Ceiling Plan; Ceiling Finishes; Lighting Fixtures; FDAS System; HVAC System
128	A1-9b	02.112:	Ground Floor Reflected Ceiling Plan; Ceiling Finishes; Lighting Fixtures; FDAS System; HVAC System
129	A1-9c	02.113:	Second Floor Reflected Ceiling Plan; Ceiling Finishes; Lighting Fixtures; FDAS System; HVAC System
130	A1-9d	02.114:	Third Floor Reflected Ceiling Plan; Ceiling Finishes; Lighting Fixtures; FDAS System; HVAC System
131	A1-9e	02.115:	Fourth Floor Reflected Ceiling Plan; Ceiling Finishes; Lighting Fixtures; FDAS System; HVAC System

CONSTRUCTION PLANS re Proposed New Training Building in DAPCC-Tagaytay			
000	Sheet#	tag	TITLE
132	A1-9f	02.116:	Fifth Floor Reflected Ceiling Plan; Ceiling Finishes; Lighting Fixtures; FDAS System; HVAC System
133	A1-9g	02.117:	Sixth to Eighth Floor Reflected Ceiling Plan; Ninth & Tenth Floor Reflected Ceiling Plan; Eleventh Floor Reflected Ceiling Plan; Ceiling Finishes; Lighting Fixtures; FDAS System; HVAC System
134	A1-9h	02.118:	Twelfth to Thirteenth Floor Reflected Ceiling Plan; Fourteenth Floor Reflected Ceiling Plan; Machine Room Reflected Ceiling Plan; Sky High Bridge @ Second Floor; Ceiling Finishes; Lighting Fixtures; FDAS System; HVAC System
135	A1-9i	02.119:	Basement Floor Reflected Ceiling Plan Section Details; Ground Floor Reflected Ceiling Plan Section Details
136	A1-9j	02.120:	Ground Floor Reflected Ceiling Plan Section Details; Second Floor Reflected Ceiling Plan Section Details
137	A1-9k	02.121:	Second Floor Reflected Ceiling Plan Section Details; Third Floor Reflected Ceiling Plan Section Details
138	A1-9l	02.122:	Convention Hall Section & Spot Details; Fourth Floor Reflected Ceiling Plan Section Details; Accommodation Reflected Ceiling Plan Section Details
139	A1-9m	02.123:	Accommodation, 14th & 15th Floor Reflected Ceiling Plan Section Details
140	A1-9n	02.124:	Reflected Ceiling Plan Spot Details
141	A1-10a	02.125:	BF - T1 & BF - T2; Basement Floor Male & Female Toilets Blow-up Plan; Section Thru
142	A1-10b	02.126:	GF - T1; Ground Floor Male, Female & PWD Toilets Blow-up Plan; Section Thru
143	A1-10c	02.127:	GF - T2; Ground Floor Male, Female & PWD Toilets Blow-up Plan; Section Thru
144	A1-10d	02.128:	GF - T3 & GF - T4; Ground Floor Male & Female Toilets Blow-up Plan; Section Thru
145	A1-10e	02.129:	GF - T5; Ground Floor Male & Female Toilets Blow-up Plan and Section Thru; SF - T1; Second Floor Male, Female & PWD Toilets Blow-up Plan and Section Thru
146	A1-10f	02.130:	SF - T2; Second Floor Male, Female & PWD Toilets Blow-up Plan; Section Thru
147	A1-10g	02.131:	SF - T2; Second Floor Male, Female & PWD Toilets Blow-up Plan; Section Thru
148	A1-10h	02.132:	TF - T1; Third Floor Male, Female & PWD Toilets Blow-up Plan; Section Thru
149	A1-10i	02.133:	TF - T3 & TF - T4; Third Floor Male & Female FCIL Toilets Blow-up Plan; Section Thru
150	A1-10j	02.134:	TF - T2; Third Floor Male & Female Toilets Blow-up Plan; Section Thru
151	A1-10k	02.135:	FoF - T1; Fourth Floor Male & Female Toilets Blow-up Plan; Section Thru
152	A1-10l	02.136:	FoF - T2; Fourth Floor Executive Lounge Toilet Blow-up Plan and Section Thru; FoF - T3; Fourth Floor Executive Office Toilet Blow-up Plan and Section Thru

CONSTRUCTION PLANS re Proposed New Training Building in DAPCC-Tagaytay			
000	Sheet#	tag	TITLE
153	A1-10m	02.137:	FoF - T4 & FoF - T5; Fourth Floor Toilet & Shower Blow-up Plan; Section Thru
154	A1-10n	02.138:	5th, 7th, 9th & 11th Floor Typical Toilet Blow-up Plan and Section Thru; 15 th Floor Toilet Blow-up Plan and Section Thru
155	A1-10o	02.139:	Accommodations Toilet Blow-up Plan; Section Thru
156	A1-10p	02.140:	Accommodations Toilet and Fourteenth Floor Toilet Blow-up Plan; Section Thru
157	A1-10q	02.141:	Typical Toilet Mirror Details; Typical Wall Mounted Lavatory Details; Typical Over-The-Counter Lavatory Details; Typical Slop Sink Details
158	A1-10r	02.142:	Typical Urinal-1 Details & Typical Urinal-2 Details; Typical Toilet Partition Details; Typical Shower Details;
159	A1-10s	02.143:	Accommodations Shower Details; Accommodations Bathtub Details; PWD Toilet Diaper Changer Details
160	A1-11a	02.144:	Basement Floor Waterproofing Layout
161	A1-11b	02.145:	Ground Floor Waterproofing Layout
162	A1-11c	02.146:	Second Floor Waterproofing Layout
163	A1-11d	02.147:	Third Floor Waterproofing Layout
164	A1-11e	02.148:	Fourth Floor Waterproofing Layout
165	A1-11f	02.149:	Fifth Floor Waterproofing Layout
166	A1-11g	02.150:	Sixth Floor Waterproofing Layout, Seventh Floor Waterproofing Layout & Eighth Floor Waterproofing Layout
167	A1-11h	02.151:	Ninth Floor Waterproofing Layout, Tenth Floor Waterproofing Layout & Eleventh Floor Waterproofing Layout
168	A1-11i	02.152:	Twelfth Floor Waterproofing Layout, Fourteenth Floor Waterproofing Layout & Fifteenth Floor Waterproofing Layout
169	A1-11j	02.153:	Machine Room Waterproofing Layout
170	A1-11k	02.154:	Roof Plan Waterproofing Layout
171	A1-11l	02.155:	Waterproofing Section Details
172	A1-12a	02.156:	Cabinet at Standard Room 1 and PWD (CB-4a); Cabinet at Standard Room 2; Cabinet Spot Details
173	A1-12b	02.157:	Cabinet At Suite Room at Deluxe Bedroom 1 (CB-4c); Cabinet at Deluxe Master's Bedroom (CB-4d); Cabinet Spot Details
174	A1-12c	02.158:	Janitorial Cabinet at Ground Floor; Janitorial Cabinet at Second Floor; Janitorial Cabinet Spot Details
175	A1-12d	02.159:	Janitorial Cabinet at Second Floor; Janitorial Cabinet at Third Floor; Janitorial Cabinet at Fourth Floor; Janitorial Cabinet Spot Details
176	A1-12e	02.160:	Janitorial Cabinet at Fifth-Fourteenth Floor; Janitorial Cabinet at Fifteenth Floor; Janitorial Cabinet Spot Details
177	A1-12f	02.161:	AV Cabinet at Conference Room 1,2 & 3; AV Cabinet at Conference Room 4; AV Cabinet at Conference Room 5 & 6; AV Cabinet at Workshop Rooms; AV Cabinet Spot Details
178	A1-12g	02.162:	Lecture Hall 1 Blow-up Plan; Lecture Hall 1 & 2 Desking System Schedule
179	A1-12h	02.163:	Desking System at Lecture Hall 1 to 4; Desking System Spot Details
180	A1-12i	02.164:	Study Table at Standard Room 1 and PWD (T-12f); Study

CONSTRUCTION PLANS re Proposed New Training Building in DAPCC-Tagaytay			
000	Sheet#	tag	TITLE
			<i>Table at Standard Room 2 (T-12e); Study Table Spot Details</i>
181	A1-13a	02.165:	<i>Schedule Of Signage; Basement Floor; Interior Signage Key Plan</i>
182	A1-13b	02.166:	<i>Schedule Of Signage; Ground Floor; Interior Signage Key Plan</i>
183	A1-13c	02.167:	<i>Schedule Of Signage; Second Floor; Interior Signage Key Plan</i>
184	A1-13d	02.168:	<i>Schedule Of Signage; Third Floor; Interior Signage Key Plan</i>
185	A1-13e	02.169:	<i>Schedule Of Signage; Fourth Floor; Interior Signage Key Plan</i>
186	A1-13f	02.170:	<i>Fifth Floor; Interior Signage Key Plan</i>
187	A1-13g	02.171:	<i>Sixth Floor; Interior Signage Key Plan; Seventh Floor; Interior Signage Key Plan; Eighth Floor; Interior Signage Key Plan</i>
188	A1-13h	02.172:	<i>Ninth Floor; Interior Signage Key Plan; Tenth Floor; Interior Signage Key Plan; Eleventh Floor; Interior Signage Key Plan</i>
189	A1-13i	02.173:	<i>Twelfth Floor; Interior Signage Key Plan; Fourteenth Floor; Interior Signage Key Plan; Fifteenth Floor; Interior Signage Key Plan</i>
190	A1-13j	02.174:	<i>Schedule Of Signages</i>
191	A1-13k	02.175:	<i>Schedule Of Signages; Exterior Signage Details</i>
192	A1-14a	02.176:	<i>Escalator Glass Railing Detail; Infinity Pool Glass Railing Detail</i>
193	A1-14b	02.177:	<i>Accommodation Balcony Railing Details</i>
194	A1-14c	02.178:	<i>Accommodation Balcony Railing Details</i>
195	A1-14d	02.179:	<i>Accommodation Balcony Railing Details</i>
196	A1-14e	02.180:	<i>Accommodation Balcony Railing Details</i>
197	A1-14f	02.181:	<i>Sky High Bar and Activity Deck Glass Railing Details</i>
198	A1-15a	02.182:	<i>2 Passenger Elevator Blow-Up Plans; Elevator Blow-Up Details; Basement To Fifteenth Floor Elevation; Elevator Elevation Spot Details</i>
199	A1-15b	02.183:	<i>Basement To Fifteenth Floor Elevation; Cross Section; Elevator Section Spot Details; Passenger Elevator Isometric View; Service Elevator</i>
200	A1-15c	02.184:	<i>Basement To Fifteenth Floor Elevation; Cross Section; Elevator Section Spot Details; Passenger Elevator Isometric View; Service Elevator</i>
201	A1-15d	02.185:	<i>1 Service Elevator Blow-Up Plans; Elevator Blow-Up Details; Basement To Fifteenth Floor Elevation; Elevator Elevation Spot Details</i>
202	A1-15e	02.186:	<i>Escalator Details</i>
203	A1-16	02.187:	<i>Glass Canopy Details; Blow-Up Framing Plan; Front Elevation & Left-Side Elevation; Glass Canopy Details; Sections; Section Details; Blow-up Details; Framing Isometry</i>
204	A1-17a	02.188:	<i>Reception Counter (CTR-1) Plans and Section Details; Ground Floor Key Plan; Schedule of Finishes; Reception Counter Blow-up Plan; Front, Rear and Left- Side Elevation; Framing Plan 1 and 2; Section 1, 2 and 3; Reception Counter Details and Isometric; Spot Detail 1 to 7; Isometric View 1 & Isometric View 2</i>
205	A1-17b	02.189:	<i>Spa & Gym Reception Counter (CTR-2a); Social Activity</i>

CONSTRUCTION PLANS re Proposed New Training Building in DAPCC-Tagaytay			
000	Sheet#	tag	TITLE
			<i>Room Reception Counter (CTR-3a); Reception Counter Spot Details</i>
206	A1-17c	02.190:	<i>Pool Snack Bar Counter (CTR-2b) & Sky High Bar Counter (CTR-3a)</i>
207	A1-17d	02.191:	<i>Kitchenette at Suite Room (CTR-3c); Kitchenette at Deluxe Room (CTR-3d); Kitchenette Spot Details</i>
208	A1-17e	02.192:	<i>Staff Canteen Pantry at Basement Floor (CTR-4a); Staff Lounge Pantry at Ground Floor (CTR-4c); Details</i>
209	A1-17f	02.193:	<i>FCIL 1 Pantry at Third Floor (CTR-4d); FCIL 2 Pantry at Third Floor (CTR-4e); FCIL 3 Pantry at Fourteenth Floor (CTR-4h); Details</i>
210	A1-17g	02.194:	<i>Sink Counter at Laundromat (CTR-4b); Support & Admin. Pantry at Fourth Floor (CTR-4f); Executive Pantry at Fourth Floor (CTR-4g); Details</i>
211	A1-18	02.195:	<i>Fence Details</i>
212	A1-19	02.196:	<i>Connecting Bridge</i>
213	A1-20a	02.197:	<i>Ground Floor - Main Kitchen Layout</i>
214	A1-20b	02.198:	<i>Ground Floor - Main Kitchen Equipment Schedule</i>
215	A1-20c	02.199:	<i>Ground Floor - Main Kitchen Exhaust, LPGas, Plumbing Layouts</i>
216	A1-20d	02.200:	<i>Ground Floor - Main Kitchen Electrical Layout</i>
217	A1-20e	02.201:	<i>Ground Floor - Main Kitchen Elevation-Section</i>
218	A1-20f	02.202:	<i>Ground Floor - Main Kitchen Elevation-Section</i>
219	A1-20g	02.203:	<i>Second Floor - Satellite Kitchen Layout; Equipment Schedule; Elec. Layout</i>
220	A1-20h	02.204:	<i>Second Floor - Satellite Kitchen Plumbing & Exhaust Layout</i>
221	A1-20i	02.205:	<i>Second Floor - Satellite Kitchen Elevation-Section</i>
222	A1-20j	02.206:	<i>Third Floor - Satellite Kitchen Layout; Equipment Schedule; Elec. Layout</i>
223	A1-20k	02.207:	<i>Third Floor - Satellite Kitchen Plumbing & Exhaust Layout</i>
224	A1-20l	02.208:	<i>Third Floor - Satellite Kitchen Elevation-Section</i>
225	A1-20m	02.209:	<i>Fourth Floor - Snack Bar Layout</i>
226	A1-20n	02.210:	<i>15th Floor - Sky High Bar & Kitchen Layout</i>
227	A1-20o	02.211:	<i>15th Floor - Sky High Bar & Kitchen Elevation-Section</i>
228	A1-21	02.212:	<i>Tunnel and Fuel Tank Room Details</i>
229		03.000 Architectural re: ENGINEERING BUILDING	
230	A2-1a	03.001:	<i>Perspective and Location Map</i>
231	A2-1b	03.002:	<i>Floor Plan, Roof Plan & Elevations</i>
232	A2-1c	03.003:	<i>Elevation and Section</i>
233	A2-1d	03.004:	<i>Floor Pattern Layout & Details</i>
234	A2-1e	03.005:	<i>Schedule of Wall & Finishes</i>
235	A2-1f	03.006:	<i>Reflected Ceiling Plan & Details</i>
236	A2-1g	03.007:	<i>Door Schedule and Key Plan</i>
237	A2-1h	03.008:	<i>Details and Door Hardware Schedule</i>
238	A2-1i	03.009:	<i>Window Schedule and Details</i>
239	A2-1j	03.010:	<i>Toilet and Pantry Details</i>

CONSTRUCTION PLANS re Proposed New Training Building in DAPCC-Tagaytay			
000	Sheet#	tag	TITLE
240	A2-1k	03.011:	Demolition Plan
241		04.000 Architectural re: MATERIAL RECOVERY FACILITY (MRF)	
242	A2-2a	04.001:	MRF Building Floor Plan; Elevations; Cross Section; Longitudinal Section
243	A2-2b	04.002:	Waterproofing Layout; Waterproofing Details; Door & Window Key Plan; Door & Window Schedule; Door & Window Details; Reception Counter Details and Isometric; Spot Details 1 to 7; Isometric Views
244		05.000 Architectural re: INTERIOR DESIGN	
245	ID-1a	05.001:	Lecture Hall 2 Blow-up Plan
246	ID-1b	05.002:	Lecture Hall 2 Elevations
247	ID-1c	05.003:	Lecture Hall 2 Perspectives
248	ID-2a	05.004:	Lecture Hall 4 - Blow-up Plan; Lecture Hall 4 Elevations
249	ID-2b	05.005:	Lecture Hall 4 Interior Perspectives
250	ID-3a	05.006:	Convention Hall Blow-up Plan
251	ID-3b	05.007:	Convention Hall Elevations
252	ID-3c	05.008:	Convention Hall Perspectives
253	ID-4a	05.009:	Conference Room 1 - Blow-up Plan; Conference Room 1 - Elevations
254	ID-4b	05.010:	Conference Room 1 Interior Perspectives
255	ID-5a	05.011:	Conference Room 6 - Blow-up Plan; Conference Room 6 - Elevations
256	ID-5b	05.012:	Conference Room 6 Interior Perspectives
257	ID-6a	05.013:	Workshop Room 1 - Blow-up Plan; Workshop room 1 - Elevations
258	ID-6b	05.014:	Workshop Room 1 Interior Perspectives
259	ID-7a	05.015:	Workshop Room 5 - Blow-up Plan; Workshop Room 5 - Elevations
260	ID-7b	05.016:	Workshop Room 5 Interior Perspectives
261	ID-8a	05.017:	Executive Boardroom & lounge Blow-up Plan & Elevations
262	ID-8b	05.018:	Executive Boardroom Interior Perspective
263	ID-9a	05.019:	Sky High Bar Blow Up Plan & Elevation
264	ID-9b	05.020:	Sky High Bar Interior Perspective
265	ID-10a	05.021:	Standard Room 1 Blow-up Plan; Standard Room 1 Elevations
266	ID-10b	05.022:	Standard Room 1 Interior Perspectives
267	ID-10c	05.023:	Standard Room 1 - PWD Blow-up Plan; Standard Room 1 - PWD Elevations
268	ID-10d	05.024:	Standard Room 1 - PWD Interior Perspectives
269	ID-10e	05.025:	Standard Room 2 Blow-up Plan; Standard Room 2 Elevations
270	ID-10f	05.026:	Standard Room 2 Interior Perspectives
271	ID-10g	05.027:	Suite Room Blow-up Plan; Suite Room Elevations
272	ID-10h	05.028:	Suite Room Interior Perspectives
273	ID-10i	05.029:	Deluxe Room Blow-up Plan; Deluxe Room Elevations
274	ID-10j	05.030:	Deluxe Room Elevations
275	ID-10k	05.031:	Deluxe Room Interior Perspectives
276	ID-11a	05.032:	Hallway Elevation

CONSTRUCTION PLANS re Proposed New Training Building in DAPCC-Tagaytay			
000	Sheet#	tag	TITLE
277	ID-11b	05.033:	Hallway Elevation
278	ID-11c	05.034:	Hallway Elevation
279		06.000 Architectural re: FURNITURE & FURNISHING EQUIPMENT	
280	FFE-1a	06.001:	Basement Floor Furniture Layout and Schedule
281	FFE-1b	06.002:	Ground Floor Furniture Layout and Schedule
282	FFE-1c	06.003:	Second Floor Furniture Layout and Schedule
283	FFE-1d	06.004:	Third Floor Furniture Layout and Schedule
284	FFE-1e	06.005:	Fourth Floor Furniture Layout and Schedule
285	FFE-1f	06.006:	Fifth to Eighth Floor Furniture Layout and Schedule
286	FFE-1g	06.007:	Typical Ninth to Twelfth Floor Furniture Layout and Schedule
287	FFE-1h	06.008:	Fourteenth and Fifteenth Floor Furniture Layout and Schedule
288	FFE-2	06.009:	Fourth Floor Workstation Layout and Schedule
289	FFE-3a	06.010:	Basement Floor Partition Layout and Schedule
290	FFE-3b	06.011:	Ground Floor Partition Layout and Schedule
291	FFE-3c	06.012:	Fourth Floor Partition Layout and Schedule
292	FFE-4a	06.013:	Basement Floor Equipment Layout and Schedule
293	FFE-4b	06.014:	Ground Floor Equipment Layout and Schedule
294	FFE-4c	06.015:	Second Floor Equipment Layout and Schedule, Convention Hall Layouts
295	FFE-4d	06.016:	Third Floor Equipment Layout and Schedule
296	FFE-4e	06.017:	Fourth Floor Equipment Layout and Schedule
297	FFE-4f	06.018:	Fifth Floor Equipment Layout and Schedule, Typical Sixth to Eighth Floor Equipment Layout and Schedule, Typical Ninth to Tenth Floor Equipment Layout & Schedule
298	FFE-4g	06.019:	Typical Eleventh to Twelfth, Fourteenth and Fifteenth Floor Equipment Layout and Schedule
299	FFE-5a	06.020:	Ground Floor Roll-up Window Shade Key Plan
300	FFE-5b	06.021:	Second Floor Roll-up Window Shade Key Plan
301	FFE-5c	06.022:	Third Floor Roll-up Window Shade Key Plan
302	FFE-5d	06.023:	Fourth Floor Roll-up Window Shade Key Plan
303	FFE-5e	06.024:	Fifth Floor Roll-up Window Shade Key Plan
304	FFE-5f	06.025:	Sixth to Ninth Floor Roll-up Window Shade Key Plan
305	FFE-5g	06.026:	Tenth to Twelfth Floor Roll-up Window Shade Key Plan
306	FFE-5h	06.027:	Fourteenth and Fifteenth Floor Roll-up Window Shade Key Plan
307		07.000 Architectural re: LANDSCAPING	
308	LGF-LDP-01	07.001:	Landscape Development Plan
309	LGF-GA-01	07.002:	General Arrangement Plan
310	LGF-MP-01	07.003:	Material Plan
311	LGF-SG-01	07.004:	Site Grading
312	LGF-SE-01	07.005:	Section Elevation
313	LGF-SE-02	07.006:	Section Elevation
314	LGF-SE-03	07.007:	Section Elevation
315	LGF-MD-01	07.008:	Miscellaneous Details
316	LGF-MD-02	07.009:	Miscellaneous Details
317	LGF-MD-03	07.010:	Miscellaneous Details

CONSTRUCTION PLANS re Proposed New Training Building in DAPCC-Tagaytay			
000	Sheet#	tag	TITLE
318	LGF-SP-01	07.011:	Staking Plan
319	LGF-SP-02	07.012:	Staking Plan
320	LGF-LL-01	07.013:	Lighting Layout
321	LGF-WDP-01	07.014:	Waterpoint and Drainage Plan
322	LGF-PP-01	07.015:	Planting Plan
323	LGF-CPL-01	07.016:	Consolidated Plant List
324	LGF-LLDP-01	07.017:	Lower Landscape Development Plan
325	LGF-LPP-01	07.018:	Lower Planting Plan
326	LGF-LCPL-01	07.019:	Lower Consolidated Plant List
327	4F-MP-01	07.020:	Fourth Floor Material Plan; Pot Details
328	4F-PP-01	07.021:	Planting Plan; Planting Plan (Colored)
329		08.000 Engineering re: CIVILWORKS	
330	CW-0	08.001:	Site Grading Plan
331	CW-1	08.002:	Profile
332	CW-2	08.003:	Cross Section for Road
333	CW-3	08.004:	Reinforced Box Culvert Details
334	CW-4	08.005:	Cross Section for Box Culvert
335	CW-5	08.006:	Miscellaneous Details
336	CW-6	08.007:	Manhole Details; RCP & RCBC Connection Details
337		09.000 Engineering re: STRUCTURAL	
338	S-1	09.001:	Construction Notes & Standard Details
339	S-1a	09.002:	Construction Notes & Standard Details
340	S-2	09.003:	Foundation Plan
341	S-3	09.004:	Footing Tie Beam Schedule; Footing Schedule; Ramp Details
342	S-4	09.005:	Footing Details
343	S-5	09.006:	Combined Footing Details
344	S-6	09.007:	Foundation Details
345	S-7	09.008:	Domestic Water and Fire Pump Room Details; Sump Tank Details
346	S-8	09.009:	Column Schedule
347	S-9	09.010:	Column Schedule
348	S-10	09.011:	Shear Wall Details
349	S-11	09.012:	Shear Wall Details
350	S-12	09.013:	Elevator Details
351	S-13	09.014:	Elevator Details
352	S-14	09.015:	Elevator Details
353	S-15	09.016:	Ground Floor Framing Plan
354	S-16	09.017:	Second Floor Framing Plan
355	S-17	09.018:	Third Floor Framing Plan
356	S-18	09.019:	Fourth Floor Framing Plan
357	S-19	09.020:	Fifth Floor Framing Plan
358	S-20	09.021:	Typical Sixth to Twelfth Floor Framing Plan, Fourteenth Floor Framing Plan & Fifteenth Floor Framing Plan
359	S-21	09.022:	Machine Room Floor Framing Plan, ACCU Deck Floor Framing Plan; Roof Over Machine Room and Stair Framing

CONSTRUCTION PLANS re Proposed New Training Building in DAPCC-Tagaytay			
000	Sheet#	tag	TITLE
			<i>Plan</i>
360	S-22	09.023:	<i>Blow Up Framing Plan</i>
361	S-23	09.024:	<i>Beam Schedule</i>
362	S-24	09.025:	<i>Beam Schedule</i>
363	S-25	09.026:	<i>Beam Schedule</i>
364	S-26	09.027:	<i>Beam Elevation</i>
365	S-27	09.028:	<i>Beam Elevation</i>
366	S-28	09.029:	<i>Beam Elevation</i>
367	S-29	09.030:	<i>Slab Schedule</i>
368	S-30	09.031:	<i>PTR-1 and TR-1 Truss Details</i>
369	S-31	09.032:	<i>Stair Details</i>
370	S-32	09.033:	<i>Stair Details</i>
371	S-33	09.034:	<i>Stair Details</i>
372	S-34	09.035:	<i>Stair Details</i>
373	S-35	09.036:	<i>Swimming Pool Details</i>
374	S-36	09.037:	<i>Connecting Bridge Details</i>
375	S-37	09.038:	<i>Connecting Bridge Details</i>
376	S-38	09.039:	<i>Kitchen Exhaust Blower Details; Decorative Outer Wall Details</i>
377	S-39	09.040:	<i>Canopy and Roof Truss Details</i>
378	S-40	09.041:	<i>Receiving Area and Gas Storage Details</i>
379	S-41	09.042:	<i>Ecumenical Room Details</i>
380	S-42	09.043:	<i>Tunnel and Fuel Tank Room Details</i>
381	S-43	09.044:	<i>Tunnel and Fuel Tank Room Details</i>
382	S-44	09.045:	<i>Trellis Details</i>
383	S2-1a	09.046:	<i>Renovation of Existing Engineering Building</i>
384	S2-1b	09.047:	<i>Renovation of Existing Engineering Building</i>
385	S2-2a	09.048:	<i>MRF Plans and Sections</i>
386	S2-2b	09.049:	<i>MRF Plans and Sections</i>
387	S2-3a	09.050:	<i>STP Structural Plans and Sections</i>
388		10.000 Engineering re: PLUMBING	
389	P0-1	10.001:	<i>General Notes, Drawing Index, Abbreviations</i>
390	P0-2	10.002:	<i>Site Drainage around the New Building</i>
391	P0-3	10.003:	<i>Site Water Distribution Layout around the New Building</i>
392	P0-4	10.004:	<i>Replacement of Existing Fire Hydrant</i>
393	P1-1	10.005:	<i>Basement Sewer and Drainage Layout</i>
394	P1-2	10.006:	<i>Ground Floor Sewer and Drainage Layout</i>
395	P1-3	10.007:	<i>Second Floor Sewer and Drainage Layout</i>
396	P1-4	10.008:	<i>Third Floor Sewer and Drainage Layout</i>
397	P1-5	10.009:	<i>Fourth Floor Sewer and Drainage Layout</i>
398	P1-6	10.010:	<i>Fifth Floor Sewer and Drainage Layout</i>
399	P1-7	10.011:	<i>Sixth, Seventh & Eighth Floor Sewer and Drainage Layout</i>
400	P1-8	10.012:	<i>Ninth, Tenth & Eleventh Floor Sewer and Drainage Layout</i>
401	P1-9	10.013:	<i>Twelfth, Fourteenth & Fifteenth Floor Sewer and Drainage Layout</i>
402	P1-10	10.014:	<i>Basement Water Distribution Layout</i>

CONSTRUCTION PLANS re Proposed New Training Building in DAPCC-Tagaytay			
000	Sheet#	tag	TITLE
403	P1-11	10.015:	Ground Floor Water Distribution Layout
404	P1-12	10.016:	Second Floor Water Distribution Layout
405	P1-13	10.017:	Third Floor Water Distribution Layout
406	P1-14	10.018:	Fourth Floor Water Distribution Layout; Swimming Pool Filtration System
407	P1-15	10.019:	Fifth Floor Water Distribution Layout
408	P1-16	10.020:	Sixth, Seventh & Eighth Floor Water Distribution Layout
409	P1-17	10.021:	Ninth, Tenth & Eleventh Floor Water Distribution Layout
410	P1-18	10.022:	Twelfth, Fourteenth & Fifteenth Floor Water Distribution Layout
411	P1-19	10.023:	Machine Room & ACCU Deck Plumbing Layout; and, Roof Deck Plumbing Layout
412	P2-01	10.024:	Schematic Riser Diagram
413	P2-02	10.025:	Schematic Riser Diagram
414	P2-03	10.026:	Schematic Riser Diagram
415	P2-04	10.027:	Schematic Riser Diagram
416	P3-1	10.028:	Roughing-in of Toilets Sewer and Vent
417	P3-2	10.029:	Roughing-in of Toilets Sewer and Vent
418	P3-3	10.030:	Roughing-in of Toilets Sewer and Vent
419	P3-4	10.031:	Roughing-in of Toilets Sewer and Vent
420	P3-5	10.032:	Roughing-in of Toilets Potable and Non-Potable
421	P3-6	10.033:	Roughing-in of Toilets Potable and Non-Potable
422	P3-7	10.034:	Roughing-in of Toilets Potable and Non-Potable
423	P3-8	10.035:	Roughing-in of Toilets Potable and Non-Potable
424	P4-1	10.036:	Details of FCU Mounting and Drain System; Reinforced Concrete Oil Interceptor; Grease Trap; Area Drain; Catch Basin; Other Miscellaneous Details
425	P4-2	10.037:	Details of Water Storage Tank and Pump Piping; Miscellaneous Details
426	P5-1	10.038:	Kitchen Plumbing
427	P6-1a	10.039:	STP Plan and Sections
428	P6-1b	10.040:	STP Air Diffuser and Water Line Layouts
429	P6-1c	10.041:	STP Air Line Layout and Section
430	P6-1d	10.042:	STP Sections with Equipment
431		11.000 Engineering re: FIRE PROTECTION	
432	FP0-1	11.001:	Drawing Index, General Notes, Material Specifications, Legends, Symbols and Abbreviations
433	FP1-1	11.002:	Basement Fire Protection Layout
434	FP1-2	11.003:	Ground Floor Fire Protection Layout
435	FP1-3	11.004:	Second Floor Fire Protection Layout
436	FP1-4	11.005:	Third Floor Fire Protection Layout
437	FP1-5	11.006:	Fourth Floor Fire Protection Layout
438	FP1-6	11.007:	Fifth Floor Fire Protection Layout
439	FP1-7	11.008:	Sixth to Eleventh Floor Fire Protection Layout
440	FP1-8	11.009:	Twelfth, Fourteenth, Fifteenth Floor Fire Protection Layout
441	FP1-9	11.010:	Machine Room & ACCU Deck Fire Protection Layout, Tabulated Components of Automated Fire Sprinkler

CONSTRUCTION PLANS re Proposed New Training Building in DAPCC-Tagaytay			
000	Sheet#	tag	TITLE
442	FP2-1	11.011:	Fire Tank Details; Schedule of Equipment
443	FP2-2	11.012:	Miscellaneous Details
444	FP2-3	11.013:	Schematic Riser Diagram
445	FP2-4	11.014:	Schematic Riser Diagram
446	FP3-1a	11.015:	Waterless Fire Suppression Installation Notes
447	FP3-1b	11.016:	Waterless Fire Suppression Miscellaneous Details
448	FP3-1c	11.017:	Waterless Fire Suppression – Basement & Ground
449	FP3-1d	11.018:	Waterless Fire Suppression – Ground Floor & 2nd to 15th Floors
450	FP3-1e	11.019:	Waterless Fire Suppression – Basement Electrical Room
451		12.000 Engineering re: MECHANICAL	
452	M0.01	12.001:	General Notes; Drawing Index; Vicinity Map, Abbreviations; Legends & Symbols
453	M1.01	12.002:	Equipment Schedule
454	M1.02	12.003:	Equipment Schedule
455	M2.B1	12.004:	AC & Ventilation Plan - Basement
456	M2.01	12.005:	AC & Ventilation Plan – Ground Floor
457	M2.02	12.006:	AC & Ventilation Plan – Second Floor
458	M2.03	12.007:	AC & Ventilation Plan – Third Floor
459	M2.04	12.008:	AC & Ventilation Plan – Fourth Floor
460	M2.05	12.009:	AC & Ventilation Plan – Fifth Floor
461	M2.06	12.010:	AC & Ventilation Plan – 6th to 8th Floors
462	M2.07	12.011:	AC & Ventilation Plan – 9th to 11th Floors
463	M2.08	12.012:	AC & Ventilation Plan – 12th, 14th & 15th Floors
464	M2.09	12.013:	AC & Ventilation Plan - Machine Room, ACCU Deck, Roofdeck
465	M3.01	12.014:	Miscellaneous Details
466	M3.02	12.015:	Miscellaneous Details
467	M3.03	12.016:	Miscellaneous Details
468	M3.03a	12.017:	Miscellaneous – Chiller & AHU Top View Details
469	M3.04	12.018:	Air Distribution & Diffuser Cap. Details
470	M3.05	12.019:	Air Distribution & Diffuser Schematic
471	M3.06	12.020:	Toilet & Kitchen Exhaust Riser Diagram
472	M3.07	12.021:	Chilled Water Piping Schematic Diagram
473	M3.08	12.022:	Stairwell Pressurization Schematic Diagram
474	M3.09	12.023:	Miscellaneous Fans And Other Installation Details
475	M3.10	12.024:	Generator Fuel Line And Storage Tank Details
476	M3.11	12.025:	Miscellaneous Details of Volume Dampers
477	M4.01	12.026:	Elevator Blow-up Plans, Machine Room Floor Plan & Block-out Plan
478	M4.02	12.027:	Service Elevator Details
479		13.000 Engineering re: ELECTRICAL	
480	E-01.1	13.001:	General Notes; Legend; Abbreviations; Vicinity Map
481	E-01.2	13.002:	Exterior Electrical Layout, Details
482	E-02.1	13.003:	Power Riser One-Line Diagram; Legend; Power Wiring Schedule

CONSTRUCTION PLANS re Proposed New Training Building in DAPCC-Tagaytay			
000	Sheet#	tag	TITLE
483	E-02.2	13.004:	Grounding One-Line Diagram; Lightning Protection One-Line Diagram; Typical Panelboard Schematic Diagram
484	E-02.3	13.005:	Load Schedule
485	E-02.4	13.006:	Load Schedule
486	E-02.5	13.007:	Load Schedule
487	E-02.6	13.008:	Load Schedule
488	E-03.1	13.009:	Power Layout - Basement Floor
489	E-03.2	13.010:	Power Layout - Ground Floor
490	E-03.2a	13.011:	Power Layout - Ground Floor Kitchen
491	E-03.3	13.012:	Power Layout - Second Floor; Enlarged Plan – Satellite Kitchen
492	E-03.4	13.013:	Power Layout - Third Floor; Enlarged Plan – Satellite Kitchen
493	E-03.5	13.014:	Power Layout - Fourth Floor
494	E-03.6	13.015:	Power Layout - Fifth Floor
495	E-03.7	13.016:	Power Layout - Sixth to Twelfth Floors
496	E-03.8	13.017:	Power Layout - 14th and 15th Floors, Machine Room, ACCU Deck; Roof Lightning Protection
497	E-04.1	13.018:	Lighting Layout – Basement
498	E-04.2	13.019:	Lighting Layout – Ground Floor
499	E-04.3	13.020:	Lighting Layout – Second Floor and Sky Walk Bridge
500	E-04.4	13.021:	Lighting Layout – Third Floor
501	E-04.5	13.022:	Lighting Layout – Fourth Floor
502	E-04.6	13.023:	Lighting Layout – Fifth to Tenth Floor
503	E-04.7	13.024:	Lighting Layout – 11th, 12th, 14th and 15th Floors
504	E-05.1	13.025:	Enlarged Electrical Plan, Sections – Main Electrical Room; Details
505	E-05.2	13.026:	Enlarged Power & Lighting Layout – Standard Room 1, 2 and PWD Rooms Typical Units; Details
506	E-05.3	13.027:	Enlarged Power & Lighting Layout – Suites and Deluxe Rooms Typical Units
507	E-05.4	13.028:	Power & Lighting Layout, Partial Power One- Line Diagram – Engineering Building, MRF Building
508	E-06.1	13.029:	Miscellaneous Details
509	E-06.2	13.030:	Miscellaneous Details
510		14.000 Engineering re: ELECTRONICS & COMMUNICATIONS	
511	EC1-1	14.001:	General Notes; Legends & Symbols; Drawing List; Location Map; Vicinity Map
512	EC2-1	14.002:	Fire Detection and Alarm System (FDAS) Schematic Diagram
513	EC2-2	14.003:	Public Address System (PAS) and Cable Television (CATV) System Schematic Diagram
514	EC2-3	14.004:	Structured Cabling System (SCS) Schematic Diagram, IDF & MDF Details and Network Topology
515	EC2-4	14.005:	Closed Circuit Television (CCTV) System and Access Control System (ACS) Schematic Diagram
516	EC2-5a	14.006:	Audio-Video (AV) System Schematic Diagram - Lecture Hall 1 to 4
517	EC2-5b	14.007:	Audio-Video (AV) System Schematic Diagram - Secretariat 1-

CONSTRUCTION PLANS re Proposed New Training Building in DAPCC-Tagaytay			
000	Sheet#	tag	TITLE
			6, Conference Room 5 & 6 and Workshop 1-6
518	EC2-5c	14.008:	Audio-Video (AV) System Schematic Diagram - Conference Room 1 to 4, Executive Boardroom, Media Center
519	EC2-5d	14.009:	Audio-Video (AV) System Schematic Diagram - Convention Hall
520	EC2-6	14.010:	Master Clock System (MCS), Digital Signage (DS) and Seismic Monitoring System Schematic Diagram
521	EC2-7a	14.011:	Building Management System (BMS) Schematic Diagram
522	EC2-7b	14.012:	Building Management System (BMS) Control Diagram
523	EC2-7c	14.013:	Building Management System (BMS) Point List
524	EC3-1a	14.014:	Basement Floor FDAS and PAS Layout
525	EC3-1b	14.015:	Ground Floor FDAS and PAS Layout
526	EC3-1c	14.016:	Second Floor FDAS and PAS Layout
527	EC3-1d	14.017:	Third Floor FDAS and PAS Layout
528	EC3-1e	14.018:	Fourth Floor FDAS and PAS Layout
529	EC3-1f	14.019:	Fifth Floor FDAS and PAS Layout
530	EC3-1g	14.020:	Typical Sixth to Eighth, Ninth and Tenth Floor FDAS and PAS Layout
531	EC3-1h	14.021:	Eleventh, Twelfth and Fourteenth Floor FDAS and PAS Layout
532	EC3-1i	14.022:	Fifteenth Floor FDAS and PAS Layout
533	EC3-2a	14.023:	Basement Floor SCS and CATV System Layout
534	EC3-2b	14.024:	Ground Floor SCS and CATV System Layout
535	EC3-2c	14.025:	Second Floor SCS and CATV System Layout
536	EC3-2d	14.026:	Third Floor SCS and CATV System Layout
537	EC3-2e	14.027:	Fourth Floor SCS and CATV System Layout
538	EC3-2f	14.028:	Fifth Floor SCS and CATV System Layout
539	EC3-2g	14.029:	Typical Sixth - Eighth, Ninth and Tenth Floor SCS and CATV System Layout
540	EC3-2h	14.030:	Eleventh, Twelfth and Fourteenth SCS and CATV System Layout
541	EC3-2i	14.031:	Fifteenth Floor SCS and CATV System Layout
542	EC3-3a	14.032:	Basement Floor CCTV Layout
543	EC3-3b	14.033:	Ground Floor CCTV and ACS Layout
544	EC3-3c	14.034:	Second Floor CCTV and ACS Layout
545	EC3-3d	14.035:	Third Floor CCTV and ACS Layout
546	EC3-3e	14.036:	Fourth Floor CCTV and ACS Layout
547	EC3-3f	14.037:	Fifth Floor CCTV and ACS Layout
548	EC3-3g	14.038:	Typical Sixth - Eighth, Ninth and Tenth Floor CCTV and ACS Layout
549	EC3-3h	14.039:	Eleventh, Twelfth and Fourteenth Floor CCTV and ACS Layout
550	EC3-3i	14.040:	Fifteenth Floor CCTV Layout
551	EC3-3j	14.041:	New Building Perimeter CCTV Layout
552	EC3-4a	14.042:	Basement BMS and Seismic Monitoring Layout
553	EC3-4b	14.043:	Ground Floor BMS and Seismic Monitoring Layout
554	EC3-4c	14.044:	Second Floor BMS and Seismic Monitoring Layout

CONSTRUCTION PLANS re Proposed New Training Building in DAPCC-Tagaytay			
000	Sheet#	tag	TITLE
555	EC3-4d	14.045:	Third Floor BMS and Seismic Monitoring Layout
556	EC3-4e	14.046:	Fourth Floor BMS and Seismic Monitoring Layout
557	EC3-4f	14.047:	Fifth Floor BMS and Seismic Monitoring Layout
558	EC3-4g	14.048:	Typical Sixth - Eighth, Ninth and Tenth Floor BMS and Seismic Monitoring Layout
559	EC3-4h	14.049:	Eleventh, Twelfth and Fourteenth Floor BMS and Seismic Monitoring Layout
560	EC3-4i	14.050:	Fifteenth Floor and Roof Deck BMS and Seismic Monitoring Layout
561	EC3-5a	14.051:	Ground Floor Audio - Video System Layout
562	EC3-5b	14.052:	Second Floor Audio - Video System Layout
563	EC3-5c	14.053:	Third Floor Audio - Video System Layout
564	EC3-5d	14.054:	Fourth Floor Audio - Video System Layout
565	EC4-1	14.055:	Miscellaneous Details
566	EC4-2	14.056:	Miscellaneous Details
567	EC5-1	14.057:	MRF Building, STP & Engineering Building Closed Circuit Television and Access Control System Layout

Section VIII. BILL-OF-QUANTITIES (BOQ)

Objectives: The objectives of the BOQ are:

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

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

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

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

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

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors (refer to GCC Clause 8) should be indicated in the relevant part of the BOQ as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the BOQ inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

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

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

Bill of Quantities (BOQ)

Participating Bidder shall place its tender/quotation or bid on the prescribed form of Bill-of-Quantities (**BOQ**).

The BOQ will form part of the BID Form, sample of which is shown in Section IX: Bidding Forms.

Refer to BOQ Form "F02_XXX=EXCEL_Bill-of-Quantities=<BidderName>" in the DVD provided, which form part of this OBD.

INSTRUCTION to BIDDERS:

1. Bid for any item that will not be referred to the details of the blueprint and/or Technical Specifications will not be considered as part of the tendered bid;
2. Bidders are required to carefully and thoroughly follow the "**Instructions: How-to-Fill Out BOQ**" found in Section XI of this OBD.

*** nothing follows ***

Section IX. BIDDING FORMS

TABLE OF CONTENTS

FORM 1: STATEMENT OF ALL ONGOING CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED	122
FORM 2: STATEMENT OF BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC).....	122
FORM 3: NET FINANCIAL CONTRACTING CAPACITY	123
FORM 4: BID SECURING DECLARATION	124
FORM 5: CERTIFICATE OF SITE INSPECTION	126
FORM 6: MANPOWER SCHEDULE	127
FORM 7: FORMAT OF CURRICULUM VITAE (CV) FOR ALL PROPOSED PERSONNEL TO BE ASSIGNED TO THE PROJECT	128
FORM 8: DESCRIPTION OF THE CONSTRUCTION METHODS AND PROCEDURE FOR THE PROJECT	131
FORM 9: LIST OF MAJOR EQUIPMENT UNITS.....	133
FORM 10: EQUIPMENT UTILIZATION SCHEDULE	135
FORM 11: SWORN STATEMENT OF CONFORMANCE	137
FORM 12: OMNIBUS SWORN STATEMENT.....	139
FORM 13: FINANCIAL BID FORM	142
FORM OF CONTRACT AGREEMENT	144

Bidder's LETTERHEAD

FORM 1: STATEMENT OF ALL ONGOING CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

INSTRUCTIONS to BIDDERS:

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE ELIGIBILITY DOCUMENTS MARKED AS "E05";
02. IF THERE IS NO ONGOING INCLUDING AWARDED BUT NOT YET STARTED GOVERNMENT OR PRIVATE CONTRACTS, STATE "NONE", OR EQUIVALENT TERM;
03. THE TOTAL AMOUNT OF THE ONGOING AND AWARDED BUT NOT YET STARTED CONTRACTS SHOULD BE CONSISTENT WITH THOSE FIGURES USED IN THE NET FINANCIAL CONTRACTING CAPACITY (NFCC);
04. THE MS-EXCEL FILE AND THE IMAGE COPY (IN PDF OR JPEG FORMAT) OF THE SIGNED COPY OF THIS DOCUMENT MUST BE PART OF THE ELECTRONIC FILES THAT SHOULD BE CONTAINED IN THE SUBMITTED USB THUMB DRIVE;
05. THE FILENAME STRUCTURE SHOULD BE "E05_XXX=EXCEL_ALL_ONGOING_CONTRACTS=<BIDDERNAME>", PLUS "E05_XXX=IMAGE_ALL_ONGOING_CONTRACTS=<BIDDERNAME>"; AND,
06. BIDDER SHALL SUBMIT WITHIN FIVE (5) CALENDAR DAYS FROM NOTIFICATION FROM THE BAC THAT THE BIDDER HAS THE LOWEST CALCULATED BID THE FOLLOWING:
 - PHOTOCOPY OF THE NOTICE-OF-AWARD (NOA) FOR CONTRACTS AWARDED BUT NOT YET STARTED; AND,
 - PHOTOCOPY OF NOTICE-TO-PROCEED (NTP); AND,
 - PHOTOCOPY OF THE CONTRACT FOR THE PROJECT/S; AND,
 - CERTIFIED TRUE COPY OF THE "CERTIFICATE OF WORK ACCOMPLISHMENT" SIGNED BY PROJECT OWNER OR PROJECT ENGINEER FOR ALL ONGOING CONTRACTS.

Note: Excel file will be provided in DVD, which form part of the OBD bought by the Bidder.

Bidder's LETTERHEAD

FORM 2: STATEMENT OF BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC)

INSTRUCTIONS to BIDDERS:

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE ELIGIBILITY DOCUMENTS MARKED AS "E06";
02. ATTACHED PHOTOCOPY OF CERTIFICATE OF FINAL ACCEPTANCE OR A FINAL RATING OF AT LEAST SATISFACTORY IN THE CONSTRUCTORS PERFORMANCE EVALUATION SYSTEM (CPES) ISSUED BY THE PROJECT OWNER;
03. THE TOTAL AMOUNT OF THE SLCC SHOULD BE EQUIVALENT TO AT LEAST FIFTY PERCENT (50%) OF THE ABC;
04. THE SIGNED COPY OF THIS DOCUMENT (IN PDF OR JPEG FORMAT) MUST BE PART OF THE ELECTRONIC FILES THAT SHOULD BE CONTAINED IN THE SUBMITTED USB THUMB DRIVE;
05. THE FILENAME STRUCTURE SHOULD BE "E06_XXX=SINGLE_LARGEST_COMPLETED_CONTRACT=<BIDDERNAME>"; AND,
06. BIDDER SHALL SUBMIT WITHIN FIVE (5) CALENDAR DAYS FROM NOTIFICATION FROM THE BAC THAT THE BIDDER HAS THE LOWEST CALCULATED BID THE PHOTOCOPY OF NOTICE-OF-AWARD, NOTICE-TO-PROCEED, AND CONTRACT.

Note: Excel file will be provided in DVD.

Bidder's LETTERHEAD

FORM 3: NET FINANCIAL CONTRACTING CAPACITY

INSTRUCTIONS to BIDDERS:

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE ELIGIBILITY DOCUMENTS MARKED AS "E08";
02. THE SIGNED COPY OF THIS DOCUMENT (IN PDF OR JPEG FORMAT) MUST BE PART OF THE ELECTRONIC FILES THAT SHOULD BE CONTAINED IN THE SUBMITTED USB THUMB DRIVE; AND,
03. THE FILENAME STRUCTURE SHOULD BE "EOB_XXX=NFCC_COMPUTATION=<BidderName>".

- A. Summary of the Applicant/Bidder's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 2017
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(current asset minus current liabilities) (**15**)] minus [value of all outstanding or uncompleted portions of the projects under ongoing contracts including awarded contracts yet to be started coinciding with the contract to be bid].

Herewith attached are certified true copies of the Income Tax Return (*filed through the Electronic Filing and Payments System (EFPS)*) and Audited Financial Statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE	
NAME OF THE AUTHORIZED REPRESENTATIVE	
POSITION TITLE OF SIGNATORY:	
NAME OF FIRM\BIDDER:	
POSTAL ADDRESS:	
TELEPHONE NUMBER:	
EMAIL ADDRESS:	

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

Bidder's LETTERHEAD

FORM 4: BID SECURING DECLARATION

INSTRUCTIONS to BIDDERS:

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE TECHNICAL DOCUMENTS MARKED AS "T01";
02. THE SIGNED COPY OF THIS DOCUMENT (IN PDF OR JPEG FORMAT) MUST BE PART OF THE ELECTRONIC FILES THAT SHOULD BE CONTAINED IN THE SUBMITTED USB THUMB DRIVE; AND,
03. THE FILENAME STRUCTURE SHOULD BE "T01_XXX=BID_SECURITY=<BIDDERNAME>".

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
X-----X

BID SECURING DECLARATION

Issued by the GPPB through Amended GPPB Resolution 15-2014 on 20June2014

Invitation to Bid No. **IB18-381683-03**

To : Development Academy of the Philippines
dapbacsec@dap.edu.ph

I/We, the undersigned, declare that:

- [1] I/We understand that, according to your conditions, bids must be supported by a Bid Security, which is in the form of a **Bid-Securing Declaration**;
- [2] I/We accept that:
 - a. I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and,
 - b. I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, **within fifteen (15) days from receipt of the written demand by the DAP for the commission of acts resulting to the enforcement of the bid securing declaration under Section 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f) of the IRR of RA 9184; without prejudice to other legal action the government may undertake.**
- [3] I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and, (i) I/we failed to timely file a request for reconsideration, or, (ii) I/we filed a waiver to avail of said right; and,
 - c. If I/we am/are declared as the Bidder with the Lowest Calculated and Responsive Bid

(LRCB), and I/we shall have furnished the Performance Security and have signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ___TH day of <month> 2018 at *[place of execution]*.

	AFFIANT
Signature of the Authorized Representative	
Name of the Authorized Representative	
Position Title of Signatory:	
Name of Firm\Bidder:	
Postal Address:	
Telephone Number:	
email address:	

SUBSCRIBED AND SWORN to before me this ___TH day of <month> 2018 at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert two (2) government identification cards used]*, with his/her photograph and signature appearing thereon, with 1st ID No. _____ issued on _____ at _____ and 2nd ID No. _____ issued on _____ at _____.

Witness my hand and seal this ___TH day of <month> 2018.

Signature of the NOTARY PUBLIC	
NAME OF THE NOTARY PUBLIC	
Serial No. of Commission	
Notary Public for	
...until	
PTR No.(date & place issued)	
IBP No.(date & place issued)	

Doc. No.	
Page No.	
Book No.	
Series of	2018

FORM 5: CERTIFICATE OF SITE INSPECTION

INSTRUCTIONS to BIDDERS:

01. SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE TECHNICAL DOCUMENTS MARKED AS "T02";
02. THE SIGNED COPY OF THIS DOCUMENT (IN PDF OR JPEG FORMAT) MUST BE PART OF THE ELECTRONIC FILES THAT SHOULD BE CONTAINED IN THE SUBMITTED USB THUMB DRIVE; AND,
03. THE FILENAME STRUCTURE SHOULD BE "T02_XXX=CERT_SITE_INSPECTION=<BIDDERNAME>".



development academy of the philippines

BIDS & AWARDS COMMITTEE per SO#2018-035 dated April 26, 2018

CERTIFICATE OF SITE INSPECTION in DAP Conference Center, Tagaytay City

BIDDING NO.:	IB18-381683-03	
CONTRACT:	ONE LOT CONSTRUCTION OF A <i>FOURTEEN-STOREY</i> REINFORCED CONCRETE BUILDING COMPRISING FOUR-STOREY MULTI-USE PODIUM, TEN-STOREY ACCOMMODATION TOWER WITH ROOF DECK AND BASEMENT PARKING & UTILITIES INCLUDING SITE DEVELOPMENT AND VARIOUS SITE IMPROVEMENTS AT THE DAP CONFERENCE CENTER IN TAGAYTAY CITY FOR THE PURPOSES OF "STRENGTHENING THE CAPACITY OF THE DEVELOPMENT ACADEMY OF THE PHILIPPINES TO PROVIDE BOTH GENERAL & HIGHLY SPECIALIZED TRAINING COURSES FOR GOVERNMENT OFFICIALS"	
Bidder's Rep.#1 Name /Position		
Bidder's Rep.#2 Name / Position		
Bidder's Rep.#3 Name / Position		
DAP Representative during inspection		
Date and time of Inspection		
<p>This is to certify that we have adequately inspected the DAPCC-Tagaytay facilities and was able to get enough info/data pertaining to the above stated Project.</p> <p>By Bidder/ Bidder's Authorized Representative:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Position Title: _____</p>	<p>This is to certify that the above-named Bidder/Bidder's Representative had indeed visited/ inspected the DAPCC-Tagaytay facilities in reference to the above stated Project.</p> <p>By:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Position Title: _____</p>	

Bidder's LETTERHEAD

FORM 6: MANPOWER SCHEDULE

INSTRUCTIONS to BIDDERS:

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE TECHNICAL DOCUMENTS MARKED AS "T07";
02. WHEN FILLED-OUT, THIS FORM SHOULD CONTAIN THE BIDDER'S WRITE-UP THAT WILL PROVIDE DAP THE NAME OF THE BIDDER'S PROPOSED SCHEDULE FOR THE PROPOSED KEY PERSONNEL FOR THE PROJECT;
03. USE ADDITIONAL PAGE/S AS NECESSARY;
04. THE SIGNED COPY OF THIS DOCUMENT (IN PDF OR JPEG FORMAT) PLUS THE EXCEL FILE MUST BE PART OF THE ELECTRONIC FILES THAT SHOULD BE CONTAINED IN THE SUBMITTED USB THUMB DRIVE; AND,
05. THE FILENAME STRUCTURE SHOULD BE "T07_XXX=IMAGE_PROPOSED_MANPOWER_SCHEDULE=<BIDDERNAME>" PLUS "T07_XXX=EXCEL_PROPOSED_MANPOWER_SCHEDULE=<BIDDERNAME>"

{insertdate}

Name	Position	Reports Due/Activities (Use additional/ separate sheet if needed)	Months (in the Form of a Bar Chart)									
			1	2	3	4	5	6	7	N th	sum	
(1)												
(2)												
(3)												
(4)												
(5)												

*This is to certify that undersigned commits to finish the requirements on or before the prescribed date for the undertaking we bid re: **ONE LOT CONSTRUCTION OF A FOURTEEN-STOREY REINFORCED CONCRETE BUILDING COMPRISING FOUR-STOREY MULTI-USE PODIUM, TEN-STOREY ACCOMMODATION TOWER WITH ROOF DECK AND BASEMENT PARKING & UTILITIES INCLUDING SITE DEVELOPMENT AND VARIOUS SITE IMPROVEMENTS AT THE DAP CONFERENCE CENTER IN TAGAYTAY CITY** FOR THE PURPOSES OF **"STRENGTHENING THE CAPACITY OF THE DEVELOPMENT ACADEMY OF THE PHILIPPINES TO PROVIDE BOTH GENERAL & HIGHLY SPECIALIZED TRAINING COURSES FOR GOVERNMENT OFFICIALS"** PER **IB18-381683-03.***

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE	
NAME OF THE AUTHORIZED REPRESENTATIVE:	
POSITION TITLE OF SIGNATORY:	
NAME OF FIRM\BIDDER:	
POSTAL ADDRESS:	
TELEPHONE NUMBER:	
EMAIL ADDRESS:	

Bidder's LETTERHEAD

Form 7: FORMAT OF CURRICULUM VITAE (CV) FOR ALL PROPOSED PERSONNEL TO BE ASSIGNED TO THE PROJECT

INSTRUCTIONS to BIDDERS:

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE TECHNICAL DOCUMENTS MARKED AS "T08", "T09", "T10", "T11", "T12", "T13", "T14", "T15", "T16", "T17", "T18", "T19", "T20", "T21", "T22", "T23", AND, "T24", FOR SPECIFIC PROFESSIONAL AS INDICATED IN THE FORMS BELOW;
02. WHEN FILLED-OUT, THESE FORMS SHOULD CONTAIN THE BIDDER'S WRITE-UP THAT PROVIDE DAP THE NAME OF THE BIDDER'S PERSONNEL WHO WILL BE ENGAGED FOR THE PROJECT INCLUDING THEIR RESPECTIVE TASKS;
03. USE ADDITIONAL PAGE/S AS NECESSARY. RECENT ID PHOTO OF THE PERSONNEL MUST BE INSERTED;
04. THE SIGNED COPY OF THESE DOCUMENTS (IN PDF OR JPEG FORMAT) MUST BE PART OF THE ELECTRONIC FILES THAT SHOULD BE CONTAINED IN THE SUBMITTED USB THUMB DRIVE;
05. DO NOT LEAVE BLANK SPACE, USE "N/A" AS NECESSARY. "XXX" MUST BE REPLACED BY FILE-NUMBER OR PAGE-NUMBER OF THE FILE. "<BidderName>" SHOULD BE REPLACED BY NAME OF THE BIDDER. TOTAL CHARACTERS OF THE FILENAME, INCLUDING UNDERSCORES, MUST NOT EXCEED 75 ALPHANUMERIC CHARACTERS; AND,
06. THE FILENAME STRUCTURE SHOULD BE... ..

- T08_XXX=CV_Stockholder_Owner=<BidderName>
- T09_XXX=CV_Project_Manager=<BidderName>
- T10_XXX=CV_Resident_Engineer=<BidderName>
- T11_XXX=CV_Project_Architect=<BidderName>
- T12_XXX=CV_Structural_Engineer=<BidderName>
- T13_XXX=CV_Civil_Engineer=<BidderName>
- T14_XXX=CV_Electrical_Engineer=<BidderName>
- T15_XXX=CV_Electronics+Commu_Engineer=<BidderName>
- T16_XXX=CV_Mechanical_Engineer=<BidderName>
- T17_XXX=CV_Fire_Protection_Engineer=<BidderName>
- T18_XXX=CV_Sanitary_Engineer=<BidderName>
- T19_XXX=CV_Safety+Health_PRACTITIONER=<BidderName>
- T20_XXX=CV_Materials_Engineer=<BidderName>
- T21_XXX=CV_Quantity_Surveyor=<BidderName>
- T22_XXX=CV_Draftsmen2MINIMUM=<BidderName>
- T23_XXX=CV_Gen_Foreman2MINIMUM=<BidderName>
- T24_XXX=CV_Registered_Nurse=<BidderName>

{insertdate}

PROPOSED POSITION:	[PROPOSED POSITION]		(T08 to T24)
NAME OF FIRM:			[Recent ID Photo]
FULL NAME OF THE STAFF MEMBER:			
PROFESSION:			
YEARS OF PROFESSIONAL EXPERIENCE:			
PRC ID No.[Note:		REG. DATE:	

PROPOSED POSITION:	[PROPOSED POSITION]		(T08 to T24)	
attach photocopy of PRC ID, if applicable	VALID UNTIL:			
PTR No. [Note: attach photocopy of PTR receipt, if applicable]	DATE & PLACE OF ISSUE:			
DATE OF BIRTH:	NATIONALITY:	YEARS WITH THE FIRM/ENTITY:		
DETAILED TASKS ASSIGNED IN RELATION TO THE PROJECT:				
01.				
02.				
03.				
04.				
KEY QUALIFICATIONS IN RELATION TO THE PROJECT: [Give an outline of experience relative to the proposed position; involvement in other projects ongoing; and, training most pertinent to tasks on project. Describe degree of responsibility held on relevant previous projects and give dates and locations]				
A. EXPERIENCE RELATIVE TO THE PROPOSED POSITION:				
❖				
❖				
❖				
B. INVOLVEMENT IN OTHER PROJECTS ONGOING [List of all current projects, locations, positions and target date of completion. Use additional sheet/s, if needed]				
❖				
❖				
❖				
C. RELEVANT TRAININGS TO TASKS ON PROJECT [Attach photo-copy of Certificate/s]:				
❖				
❖				
❖				
EDUCATION: [Summarize college/university and other specialized education giving names of schools, dates attended, and degrees obtained; use additional sheet/s, if needed]				
❖				
❖				
❖				
❖				
EMPLOYMENT RECORD: [Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions and locations of projects. For experience in last ten years, also give types of activities performed; use additional sheet/s, if needed]				
1)				
2)				
3)				
4)				
LANGUAGES: [For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing; use additional sheet/s, if needed]				
A.				
B.				
C.				

CERTIFICATION

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

In the event that the contract **ONE LOT CONSTRUCTION OF A FOURTEEN-STOREY** REINFORCED CONCRETE BUILDING COMPRISING FOUR-STOREY MULTI-USE PODIUM, TEN-STOREY ACCOMMODATION TOWER WITH ROOF DECK AND BASEMENT PARKING & UTILITIES INCLUDING SITE DEVELOPMENT AND VARIOUS SITE IMPROVEMENTS AT THE **DAP CONFERENCE CENTER IN TAGAYTAY CITY** FOR THE PURPOSES OF **“STRENGTHENING THE CAPACITY OF THE DEVELOPMENT ACADEMY OF THE PHILIPPINES TO PROVIDE BOTH GENERAL & HIGHLY SPECIALIZED TRAINING COURSES FOR GOVERNMENT OFFICIALS”** PER **IB18-381683-03** is awarded to [name of company], I firmly commit to assume the post of [designated position].

SIGNATURE OF THE PROPOSED PERSONNEL:	DATE SIGNED:
---	-------------------------

The [**Bidder**] firmly commits to engage and assign the above person as [**position**] should the project be awarded.

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE	
NAME OF THE AUTHORIZED REPRESENTATIVE:	
POSITION TITLE OF SIGNATORY:	
NAME OF FIRM\BIDDER:	
POSTAL ADDRESS:	
TELEPHONE NUMBER:	
EMAIL ADDRESS:	

Bidder's LETTERHEAD

FORM 8: DESCRIPTION OF THE CONSTRUCTION METHODS AND PROCEDURE FOR THE PROJECT

INSTRUCTIONS to BIDDERS:

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE TECHNICAL DOCUMENTS MARKED AS "T25";
02. WHEN FILLED-OUT, THIS FORM SHOULD CONTAIN THE BIDDER'S WRITE-UP THAT PROVIDE CONSTRUCTION METHODOLOGIES AND PROCEDURES THAT WILL BE CONDUCTED FOR THE PROJECT;
03. USE ADDITIONAL PAGE/S AS NECESSARY. PHOTOS MAY LIKEWISE BE INSERTED;
04. THE SIGNED COPY OF THIS DOCUMENT (IN PDF OR JPEG FORMAT) MUST BE PART OF THE ELECTRONIC FILES THAT SHOULD BE CONTAINED IN THE SUBMITTED USB THUMB DRIVE; AND,
05. THE FILENAME STRUCTURE SHOULD BE "T25_XXX=CONSTRUCTION_METHODODOLOGY=<BIDDERNAME>".

{insertdate}

A. INTRODUCTION

- ❖ Refer to Nature of the PROJECT....

A.1.a. ...

A.1.b. ...

B. BRIEF DESCRIPTION OF CONTRACT WORKS

- ❖ State general features of Contract works. Use tables as necessary.

B.1.a. ...

B.1.b. ...

C. CONSTRUCTION METHODS AND PROCEDURE

C.1. Methodology or General Approach

State general approach in construction in terms of use of equipment-intensive or labor-based methods, any special techniques, methods or procedures to ensure quality of construction and timely completion of the following major items of work applicable to the project:

C.1.a. Substructure (i.e. site preparation, excavation, backfill works, etc.);

...

C.1.b. Superstructure (i.e. structural works, architectural works, mechanical works (air-conditioning & ventilation), electrical (interior & exterior) and auxiliaries works, plumbing / sanitary works, etc.);

...

C.1.c. Site Civil Development Works;

...

C.1.d. Architectural Interior (AI) Finishing Work; and,

...

C.1.e. Specialty Work.

...

D. FINANCIAL PROGRAM

D.1. Provision for working capital, etc.

D.2. ...

[The narrative description of Construction Methods is required to be in the Technical Envelope of the Bidder. The above is the recommended outline in the Bidder's presentation of the documents.]

*This is to certify that undersigned commits to finish the requirements on or before the prescribed date for the undertaking we bid re: **ONE LOT CONSTRUCTION OF A FOURTEEN-STOREY REINFORCED CONCRETE BUILDING COMPRISING FOUR-STOREY MULTI-USE PODIUM, TEN-STOREY ACCOMMODATION TOWER WITH ROOF DECK AND BASEMENT PARKING & UTILITIES INCLUDING SITE DEVELOPMENT AND VARIOUS SITE IMPROVEMENTS AT THE DAP CONFERENCE CENTER IN TAGAYTAY CITY** FOR THE PURPOSES OF **"STRENGTHENING THE CAPACITY OF THE DEVELOPMENT ACADEMY OF THE PHILIPPINES TO PROVIDE BOTH GENERAL & HIGHLY SPECIALIZED TRAINING COURSES FOR GOVERNMENT OFFICIALS"** PER **IB18-381683-03.***

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE	
NAME OF THE AUTHORIZED REPRESENTATIVE:	
POSITION TITLE OF SIGNATORY:	
NAME OF FIRM\BIDDER:	
POSTAL ADDRESS:	
TELEPHONE NUMBER:	
EMAIL ADDRESS:	

Bidder's LETTERHEAD

FORM 9: LIST OF MAJOR EQUIPMENT UNITS

INSTRUCTIONS to BIDDERS:

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE TECHNICAL DOCUMENTS MARKED AS "T26";
02. USE ADDITIONAL PAGE/S AS NECESSARY;
03. THE SIGNED COPY OF THIS DOCUMENT (IN PDF OR JPEG FORMAT) MUST BE PART OF THE ELECTRONIC FILES THAT SHOULD BE CONTAINED IN THE SUBMITTED USB THUMB DRIVE; AND,
04. THE FILENAME STRUCTURE SHOULD BE "T26_XXX=LIST_OF_AVAILABLE_EQUIPMENT=<BidderName>".

{insertdate}

MINIMUM EQUIPMENT REQUIREMENT [refer to Bid Data Sheet-ITB Clause 12.1(b)(ii.3)]									
Item No.	Equipment Description	No. of Unit (s)	Model/Year Manufactured	Capacity/Performance/Size	Plate No.	Motor No./Body No.	Specific Location	Condition	Proof of Ownership/ Lessor or Vendor (Indicate if Owned, Leased, or Under Purchase Agreements)
1	Tower Crane								
2	Construction Passenger Elevator								
3	Dump Trucks								
4	Flatbed Trucks								
5	Back Hoe								
6	Pay Loader								
7	Skid Loader								
8	Walk Behind Roller Compactor								
9	Generator Sets								
10	Concrete Mixers								
11	Mortar Mixers								
12	Mortar Shotcretes								
13	Concrete Vibrators								
14	Air Compressor Units								
15	Mechanical Bar Bender and Cutters								
16	Cutting Outfits complete with accessories								
17	Gondolas								
18	Jackhammer								
19	Earth Compactors								
20	Power Trowels								
21	Submersible Pumps								
22	Welding Machines								
23	Water Tanker or Lorry Tanker								

MINIMUM EQUIPMENT REQUIREMENT [refer to Bid Data Sheet-ITB Clause 12.1(b)(ii.3)]									
Item No.	Equipment Description	No. of Unit (s)	Model/Year Manufactured	Capacity/Performance/Size	Plate No.	Motor No./Body No.	Specific Location	Condition	Proof of Ownership/ Lessor or Vendor (Indicate if Owned, Leased, or Under Purchase Agreements)
24	Total Station Surveying Equipment								
25	Other Equipment...								
26	...								
27	...								
28	...								
29	...								
nth	...								

Failure of the prospective Bidder to state a complete description of the pledged equipment and the specific location, whether owned, leased or under purchased agreement shall result in the Bidder's automatic post-disqualification for award of contract forfeiture of its bid security.

*This is to certify that undersigned commits to provide and make available all equipment listed above for the project: **ONE LOT CONSTRUCTION OF A FOURTEEN-STOREY** REINFORCED CONCRETE BUILDING COMPRISING FOUR-STOREY MULTI-USE PODIUM, TEN-STOREY ACCOMMODATION TOWER WITH ROOF DECK AND BASEMENT PARKING & UTILITIES INCLUDING SITE DEVELOPMENT AND VARIOUS SITE IMPROVEMENTS AT THE **DAP CONFERENCE CENTER IN TAGAYTAY CITY** FOR THE PURPOSES OF **"STRENGTHENING THE CAPACITY OF THE DEVELOPMENT ACADEMY OF THE PHILIPPINES TO PROVIDE BOTH GENERAL & HIGHLY SPECIALIZED TRAINING COURSES FOR GOVERNMENT OFFICIALS"** PER **IB18-381683-03**.*

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE	
NAME OF THE AUTHORIZED REPRESENTATIVE:	
POSITION TITLE OF SIGNATORY:	
NAME OF FIRM\BIDDER:	
POSTAL ADDRESS:	
TELEPHONE NUMBER:	
EMAIL ADDRESS:	

Bidder's LETTERHEAD

FORM 10: EQUIPMENT UTILIZATION SCHEDULE

INSTRUCTIONS to BIDDERS:

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE TECHNICAL DOCUMENTS MARKED AS "T27";
02. USE ADDITIONAL PAGE/S AS NECESSARY;
03. THE SIGNED COPY OF THIS DOCUMENT (IN PDF OR JPEG FORMAT) MUST BE PART OF THE ELECTRONIC FILES THAT SHOULD BE CONTAINED IN THE SUBMITTED USB THUMB DRIVE; AND,
04. THE FILENAME STRUCTURE SHOULD BE "T27_XXX=EQUIPMENT_UTILIZATION_SCHEDULE,=<BIDDERNAME>".

{insertdate}

Category/Equipment	Months												
	1	2	3	4	5	6	7	8	9	10	11	12	N th
1. Tower Crane													
2. Construction Passenger Elevator													
3. Dump Trucks													
4. Flatbed Trucks													
5. Back Hoe													
6. Pay Loader													
7. Skid Loader													
8. Walk Behind Roller Compactor													
9. Generator Sets													
10. Concrete Mixers													
11. Mortar Mixers													
12. Mortar Shotcretes													
13. Concrete Vibrators													
14. Air Compressor Units													
15. Mechanical Bar Bender and Cutters													
16. Cutting Outfits complete with accessories													
17. Gondolas													
18. Jackhammer													
19. Earth Compactors													
20. Power Trowels													
21. Submersible Pumps													
22. Welding Machines													
23. Water Tanker or Lorry Tanker													
24. Total Station Surveying Equipment													
25. Other Equipment...													
26. ...													
27. ...													
28. ...													
29. ...													
Nth ...													

One of the requirements from the Bidder to be included in the Technical Envelope is its equipment utilization schedule, referring to the weekly or monthly scheduling of the minimum equipment required for the project.

*This is to certify that undersigned commits to provide and make available all equipment listed above for the project: **ONE LOT CONSTRUCTION OF A FOURTEEN-STOREY** REINFORCED CONCRETE BUILDING COMPRISING FOUR-STOREY MULTI-USE PODIUM, TEN-STOREY ACCOMMODATION TOWER WITH ROOF DECK AND BASEMENT PARKING & UTILITIES INCLUDING SITE DEVELOPMENT AND VARIOUS SITE IMPROVEMENTS AT THE **DAP CONFERENCE CENTER IN TAGAYTAY CITY** FOR THE PURPOSES OF **“STRENGTHENING THE CAPACITY OF THE DEVELOPMENT ACADEMY OF THE PHILIPPINES TO PROVIDE BOTH GENERAL & HIGHLY SPECIALIZED TRAINING COURSES FOR GOVERNMENT OFFICIALS”** PER **IB18-381683-03**.*

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE	
NAME OF THE AUTHORIZED REPRESENTATIVE:	
POSITION TITLE OF SIGNATORY:	
NAME OF FIRM\BIDDER:	
POSTAL ADDRESS:	
TELEPHONE NUMBER:	
EMAIL ADDRESS:	

Bidder's LETTERHEAD

FORM 11: SWORN STATEMENT OF CONFORMANCE

INSTRUCTIONS to BIDDERS:

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE TECHNICAL DOCUMENTS MARKED AS "T29";
02. THE SIGNED COPY OF THIS DOCUMENT (IN PDF OR JPEG FORMAT) MUST BE PART OF THE ELECTRONIC FILES THAT SHOULD BE CONTAINED IN THE SUBMITTED USB THUMB DRIVE; AND,
03. THE FILENAME STRUCTURE SHOULD BE "T29_XXX=NOTARIZED_SWORN_STATEMENT_OF_CONFORMANCE=<BIDDERNAME>".

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

AFFIDAVIT

Invitation to Bid No. **IB18-381683-03**

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:

That our company, [insert Bidder's company name], with principal business address at [insert address/contact number], shall conform to the following requirements:

- [1] To submit and to perform all the Official Bid Documents (OBD) requirements pertaining to Bid Data Sheet, Special Condition of Contracts, Schedules of Requirement, Technical Specifications and Scope-of-Works, and other particulars mentioned in the OBD;
- [2] To facilitate and pay all needed permits pertaining to the PROJECT;
- [3] To submit as-built drawings, narrative reports, and photos as prescribed in item 12.3, Clause 31.4(f), of the Bid Data Sheet (BDS);
- [4] To submit Warranty Certificate of at least five (5) years against poor workmanship and one (1) year against defects traceable to materials supplied/installed from the issuance of Certificate of Completion;
- [5] To submit Operating and Maintenance Manual as specified in Section VI, item B.4.9 of the OBD;
- [6] To submit/present BOQ based on the Scope-of-Works as defined in Section VI (Schedule of Requirements and Specification) and SCC Clause 1.31 within ten (10) days upon issuance of the Notice to Proceed (NTP); and,
- [7] To secure written approval of the DAP End User before a Sub-Contractor/s will be engaged during the implementation of the PROJECT.

IN WITNESS WHEREOF, I have hereunto set my hand this ____TH day of <month>, 2018 at _____, Philippines.

Signature of the Authorized Representative
Name of the Authorized Representative:
Position Title of Signatory:
Name of Firm\Bidder:
Postal Address:
Telephone Number:
email address:

SUBSCRIBED AND SWORN to before me this ___TH day of <month>, 2018 at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of *[IDENTIFICATION-TYPE & NUMBER]* as defined in the 2004 Rules on Notarial Practice (A.M. No.02-8-13-SC). Affiant/s exhibited to me his/her *[insert two (2) government identification cards used]*, with his/her photograph and signature appearing thereon, with 1st ID No. _____ issued on _____ at _____ and 2nd ID No. _____ issued on _____ at _____.

Witness my hand and seal this ___TH day of <month>, 2018.

Signature of the NOTARY PUBLIC	
NAME OF THE NOTARY PUBLIC	
Serial No. of Commission	
Notary Public for	
...until	
PTR No.(date & place issued)	
IBP NO.(date & place issued)	

Doc. No.	
Page No.	
Book No.	
Series of	2018

Bidder's LETTERHEAD

FORM 12: OMNIBUS SWORN STATEMENT

INSTRUCTIONS to BIDDERS:

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE TECHNICAL DOCUMENTS MARKED AS "T31";
02. ABSENCE OF THIS STATEMENT SHALL RENDER THE BID AS 'INELIGIBLE';
03. THE SIGNED COPY OF THIS DOCUMENT (IN PDF OR JPEG FORMAT) MUST BE PART OF THE ELECTRONIC FILES THAT SHOULD BE CONTAINED IN THE SUBMITTED USB THUMB DRIVE; AND,
04. THE FILENAME STRUCTURE SHOULD BE "T31_XXX=NOTARIZED_OMNIBUS_SWORN_STATEMENT=<BIDDERNAME>".

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

AFFIDAVIT

Invitation to Bid No. **IB18-381683-03**

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 the **ONE LOT CONSTRUCTION OF A FOURTEEN-STOREY REINFORCED CONCRETE BUILDING COMPRISING FOUR-STOREY MULTI-USE PODIUM, TEN-STOREY ACCOMMODATION TOWER WITH ROOF DECK AND BASEMENT PARKING & UTILITIES INCLUDING SITE DEVELOPMENT AND VARIOUS SITE IMPROVEMENTS AT THE DAP CONFERENCE CENTER IN TAGAYTAY CITY FOR THE PURPOSES OF "STRENGTHENING THE CAPACITY OF THE DEVELOPMENT ACADEMY OF THE PHILIPPINES TO PROVIDE BOTH GENERAL & HIGHLY SPECIALIZED TRAINING COURSES FOR GOVERNMENT OFFICIALS"** PER **IB18-381683-03**.

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 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 **ONE LOT CONSTRUCTION OF A FOURTEEN-STOREY REINFORCED CONCRETE BUILDING COMPRISING FOUR-STOREY MULTI-USE PODIUM, TEN-STOREY ACCOMMODATION TOWER WITH ROOF DECK AND BASEMENT PARKING & UTILITIES INCLUDING SITE DEVELOPMENT AND VARIOUS SITE IMPROVEMENTS AT THE DAP CONFERENCE CENTER IN TAGAYTAY CITY** FOR THE PURPOSES OF **"STRENGTHENING THE CAPACITY OF THE DEVELOPMENT ACADEMY OF THE PHILIPPINES TO PROVIDE BOTH GENERAL & HIGHLY SPECIALIZED TRAINING COURSES FOR GOVERNMENT OFFICIALS"** PER **IB18-381683-03**.
- [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 ____TH day of <month>, 2018 at _____, Philippines.

Signature of the Authorized Representative	
Name of the Authorized Representative: _____	
Position Title of Signatory: _____	
Name of Firm\Bidder: _____	
Postal Address: _____	
Telephone Number: _____	
email address: _____	

SUBSCRIBED AND SWORN to before me this ____TH day of <month>, 2018 at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of *[IDENTIFICATION-TYPE & NUMBER]* as defined in the 2004 Rules on Notarial Practice (A.M. No.02-8-13-SC). Affiant/s exhibited to me his/her *[insert two (2) government identification cards used]*, with his/her photograph and signature appearing thereon, with 1st ID No. _____ issued on _____ at _____ and 2nd ID No. _____ issued on _____ at _____.

Witness my hand and seal this ____TH day of <month>, 2018.

Signature of the NOTARY PUBLIC	
Name of the NOTARY PUBLIC	
Serial No. of Commission	
Notary Public for	
...until	
PTR NO.(date & place issued)	
IBP NO.(date & place issued)	

Doc. No.	
Page No.	
Book No.	
Series of	2018

Bidder's LETTERHEAD

FORM 13: FINANCIAL BID FORM

INSTRUCTIONS to BIDDERS:

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE FINANCIAL BID DOCUMENTS MARKED AS "F01";
02. THE SIGNED COPY OF THIS DOCUMENT (IN PDF OR JPEG FORMAT) MUST BE PART OF THE ELECTRONIC FILES THAT SHOULD BE CONTAINED IN THE SUBMITTED USB THUMB DRIVE; AND,
03. THE FILENAME STRUCTURE SHOULD BE "FDI_XXX=FINANCIAL_BID_FORM=<BIDDERNAME>".

Date: _____

Invitation to Bid No.: **IB18-381683-03**

BIDS & AWARDS COMMITTEE

development academy of the philippines

3F, Dap Bldg., San Miguel Avenue, Pasig City 1600

P.O. Box 12788 Ortigas Center, Pasig City 1600 Philippines

Telephone: (632) 631-0921 loc. 133

BAC Secretariat email: dapbacsec@dap.edu.ph

Website address: <http://www.dap.edu.ph>

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract: **ONE LOT CONSTRUCTION OF A FOURTEEN-STOREY REINFORCED CONCRETE BUILDING COMPRISING FOUR-STOREY MULTI-USE PODIUM, TEN-STOREY ACCOMMODATION TOWER WITH ROOF DECK AND BASEMENT PARKING & UTILITIES INCLUDING SITE DEVELOPMENT AND VARIOUS SITE IMPROVEMENTS AT THE DAP CONFERENCE CENTER IN TAGAYTAY CITY FOR THE PURPOSES OF "STRENGTHENING THE CAPACITY OF THE DEVELOPMENT ACADEMY OF THE PHILIPPINES TO PROVIDE BOTH GENERAL & HIGHLY SPECIALIZED TRAINING COURSES FOR GOVERNMENT OFFICIALS" IB18-381683-03;**
- (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) The Summary of our Bid Price is:

	DIRECT COST (MAT'L + LABOR&EQPT)	INDIRECT COST (DCM+PROFIT)	VAT	TOTAL
AMOUNT				
DISCOUNT, IF ANY				
PROPOSED CONTRACT PRICE				
GRAND TOTAL, IN WORDS				

- (d) The discounts offered and the methodology for their application are: insert

information];

DISCOUNT AMOUNT, IF ANY, INCLUDING MANNER IT WILL BE APPLIED	
---	--

- (e) Our Bid shall be valid for a period of NOT LESS THAN ONE YEAR 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;
- (f) 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;
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information, ADD additional sheets if needed]*;
- (h) 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;
- (i) 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;
- (j) 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;
- (k) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (l) **We likewise certify/confirm that the undersigned, is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the PROJECT; and,**
- (m) We acknowledge that failure to sign each and every page of this Bid Form, including the BOQ, shall be a ground for the rejection of our bid.

	Yours sincerely,
SIGNATURE OF THE AUTHORIZED REPRESENTATIVE	
NAME OF THE AUTHORIZED REPRESENTATIVE	
POSITION TITLE OF SIGNATORY:	
NAME OF FIRM\BIDDER:	
POSTAL ADDRESS:	
TELEPHONE NUMBER:	
EMAIL ADDRESS:	

FORM OF CONTRACT AGREEMENT

CONTRACT AGREEMENT

Invitation to Bid No. **IB18-381683-03**

THIS CONTRACT, made this ____th day of _____ **2018** between Development Academy of the Philippines, hereinafter called the “**DAP**” and [*name and address of Bidder*] (hereinafter called the “**CONTRACTOR**”).

WHEREAS, the **DAP** is desirous that the **CONTRACTOR** execute the project: **ONE LOT CONSTRUCTION OF A FOURTEEN-STOREY** REINFORCED CONCRETE BUILDING COMPRISING FOUR-STOREY MULTI-USE PODIUM, TEN-STOREY ACCOMMODATION TOWER WITH ROOF DECK AND BASEMENT PARKING & UTILITIES INCLUDING SITE DEVELOPMENT AND VARIOUS SITE IMPROVEMENTS AT THE **DAP CONFERENCE CENTER IN TAGAYTAY CITY** FOR THE PURPOSES OF “**STRENGTHENING THE CAPACITY OF THE DEVELOPMENT ACADEMY OF THE PHILIPPINES TO PROVIDE BOTH GENERAL & HIGHLY SPECIALIZED TRAINING COURSES FOR GOVERNMENT OFFICIALS**” PER **IB18-381683-03** (hereinafter called the “**WORKS**”), and the **DAP** has accepted the bid for [*insert the amount in specified currency in numbers and words*] by the **CONTRACTOR** for the execution and completion of such **WORKS** and the remedying of any defect therein.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Contract, to wit:
 - 2.1. General and Special Conditions of Contract;
 - 2.2. Drawings/Plans;
 - 2.3. Specifications;
 - 2.4. Invitation to Bid;
 - 2.5. Instructions to Bidders;
 - 2.6. Bid Data Sheet;
 - 2.7. Addenda and/or Supplemental/Bid Bulletins, if any;
 - 2.8. Bid forms, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes;
 - 2.9. Eligibility requirements, documents and/or statements;
 - 2.10. Performance Security;
 - 2.11. Credit line issued by a licensed bank, if any;
 - 2.12. Notice of Award of Contract and the Bidder’s conforme thereto;
 - 2.13. Other contract documents that may be required by existing laws and/or the DAP.

3. In consideration of the payments to be made by the **DAP** to the **CONTRACTOR** as hereinafter mentioned, the **CONTRACTOR** hereby covenants with the **DAP** to execute and complete the **WORKS** and remedy any defects therein in conformity with the provisions of this **Contract** in all respects.

4. The **DAP** hereby covenants to pay the **CONTRACTOR** in consideration of the execution and completion of the **WORKS**, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

<i>for the Development Academy of the Philippines (“DAP”):</i>	<i>for the {name of the Firm of the Winning Bidder} (“CONTRACTOR”):</i>
Atty. ENGELBERT C. CARONAN, JR., MNSA <i>President and CEO</i>	name of Authorized Representative. <i>position-title of “Bidder”</i>
***witnesses ***	
Witness1 of DAP <i>position-title of “DAP’s Witness1”</i>	Witness1 of the Bidder <i>position-title of “Bidder’s Witness1”</i>
Witness2 of DAP <i>position-title of “DAP’s Witness2”</i>	Witness2 of the Bidder <i>position-title of “Bidder’s Witness2”</i>

REMINDER: *[Addendum showing the corrections, if any, made during the bid evaluation and/or negotiation should be attached to this Contract]*

Section X. BID DOCUMENT CHECKLIST

CHECKLIST No.1: ELIGIBILITY AND TECHNICAL DOCUMENTS

01. All submissions of the Bidder must clearly indicate on the upper right hand corner of the paper the document number. For example, the technical documents most recent & valid SEC registration papers (i.e., 5 pcs) of "Bidder Name" should be marked "E01~1", "E01~2", "E01~3", "E01~4", and "E01~5" for Eligibility Documents and "T01~1", "T01~2", "T01~3", "T01~4", and "T01~5" for Technical Documents.
02. The Bidder, in submitting the required documents, must use the prescribed forms found in the attached Sample Forms.
03. On this checklist; the column "As Checked" shall be marked ...
 - ✓ "PASSED" to indicate that said document was available; or
 - ✓ "FAILED" when the document listed is not available in the bid proposal submitted; or
 - ✓ "NO NEED" if the item in the checklist was not appropriate or no longer required.
04. During the evaluation at the stage of post-qualification, a proposal may still be declared "**not eligible**" or "**failed**" if the contents / substance of the submitted document or the prescribed electronic file in the submitted USB Thumb Drive is missing, or is found inappropriate, or does not comply with the given requirements for this transaction.

Bidding No. IB18-381683-03	Total ABC: EIGHT HUNDRED THIRTY EIGHT MILLION PESOS (P838,000,000.00) only.
Particulars: ONE LOT CONSTRUCTION OF A FOURTEEN-STOREY REINFORCED CONCRETE BUILDING COMPRISING FOUR-STOREY MULTI-USE PODIUM, TEN-STOREY ACCOMMODATION TOWER WITH ROOF DECK AND BASEMENT PARKING & UTILITIES INCLUDING SITE DEVELOPMENT AND VARIOUS SITE IMPROVEMENTS AT THE DAP CONFERENCE CENTER IN TAGAYTAY CITY FOR THE PURPOSES OF "STRENGTHENING THE CAPACITY OF THE DEVELOPMENT ACADEMY OF THE PHILIPPINES TO PROVIDE BOTH GENERAL & HIGHLY SPECIALIZED TRAINING COURSES FOR GOVERNMENT OFFICIALS"	
Venue of Bid Opening DAP Bldg., San Miguel Avenue, Pasig City	DATE & TIME of Bid Opening 10 October 2018 (Wednesday) at 10:00 AM

BIDDER'S INFORMATION	COMPANY NAME: ?
	COMPANY HEAD OFFICE MAILING ADDRESS: ?
	COMPANY WEBSITE OR EMAIL ADDRESS: ?
Representative attending the Bidding:	NAME OF THE COMPANY REPRESENTATIVE: ?
	POSITION TITLE OF THE COMPANY REPRESENTATIVE: ?

THE ELIGIBILITY REQUIREMENTS

dap DOES NOT ALLOW ANY BIDDER from any country outside the Philippines

CLASS "A" ELIGIBILITY DOCUMENTS	mark	As Checked
1) Photocopy of valid PhilGEPS Certificate of Registration under PLATINUM CATEGORY, <i>per BDS-ITB Clause 12.1(a), item no. 1.</i>	E01	<input type="checkbox"/> Passed <input type="checkbox"/> Failed

CLASS "A" ELIGIBILITY DOCUMENTS		mark	As Checked
2) Photocopy of valid Registration certificate from SEC, DTI, or CDA, whichever is applicable, per BDS-ITB Clause 12.1(a), item no. 2.	E02	<input type="checkbox"/> Passed <input type="checkbox"/> Failed	
3) Photocopy of valid Mayor's/Business Permit issued by the city or municipality where the principal place of business of the prospective Bidder is located, or the equivalent document for Exclusive Economic Zones or Areas, per BDS-ITB Clause 12.1(a), item no. 3.	E03	<input type="checkbox"/> Passed <input type="checkbox"/> Failed	
4) Photocopy of Tax Clearance, per BDS-ITB Clause 12.1(a), item no. 4.	E04	<input type="checkbox"/> Passed <input type="checkbox"/> Failed	
5) Statement of all 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, per BDS-ITB Clause 12.1(a), item no. 5.	E05	<input type="checkbox"/> Passed <input type="checkbox"/> Failed	
6) Statement of a SINGLE LARGEST COMPLETED CONTRACT (SLCC), in accordance with BDS clause 5.4(a), similar to the contract to be bid and supported by a Certificate of Final Acceptance issued by the project owner or a final rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES), per BDS-ITB Clause 12.1(a), item no. 6.	E06	<input type="checkbox"/> Passed <input type="checkbox"/> Failed	
7) Audited Financial Statements showing, among others, the prospective Bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission, per BDS-ITB Clause 12.1(a), item no. 7.	E07	<input type="checkbox"/> Passed <input type="checkbox"/> Failed	
8) NFCC computation of at least equal to the ABC in accordance with ITB Clause 5.5, per BDS-ITB Clause 12.1(a), item no. 8.	E08	<input type="checkbox"/> Passed <input type="checkbox"/> Failed	
9) Photocopy of valid PCAB License and Registration for "Building and Industrial Plant" (Project Kind) with at least "Large B" (Size Range) and "AAA" (License Category), per BDS-ITB Clause 12.1(a), item no. 9.	E09	<input type="checkbox"/> Passed <input type="checkbox"/> Failed	
CLASS "B" ELIGIBILITY DOCUMENTS			
10) If applicable , valid Joint Venture Agreement (JVA), in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful, shall be included in the bid.	E10	<input type="checkbox"/> Passed <input type="checkbox"/> Failed <input type="checkbox"/> N/A	
END OF ELIGIBILITY DOCUMENTS CHECKLIST			
BAC's Remarks: <input type="checkbox"/> PASSED <input type="checkbox"/> FAILED <input type="checkbox"/> FOR RECONSIDERATION			

THE TECHNICAL REQUIREMENTS

DAP **DOES NOT ALLOW ANY BIDDER** from any country outside the Philippines

TECHNICAL REQUIREMENTS	Mark	As Checked
1) Bid security in the prescribed form, amount and validity period, <i>per BDS-ITB Clause 18.1.</i>	T01	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
2) Certificate of Site Inspection duly signed by authorized DAP Officer, <i>per BDS-ITB Clause 31.4(f), item no. 1.</i>	T02	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
3) The Bidder's Company Profile, <i>per BDS-ITB Clause 31.4(f), item no. 2.</i>	T03	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
4) Duly signed Proposed Organizational Chart for the Project, <i>per BDS-ITB Clause 31.4(f), item no. 3.</i>	T04	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
5) Duly signed Proposed Construction Schedule & S-Curve, <i>per BDS-ITB Clause 31.4(f), item no. 4.</i>	T05	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
6) Duly signed PERT-CPM Network Diagram, <i>per BDS-ITB Clause 31.4(f), item no. 5.</i>	T06	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
7) Duly signed Proposed Manpower Schedule, <i>per BDS-ITB Clause 31.4(f), item no. 6.</i>	T07	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
8) Filled-out FORM 7: Format of Curriculum Vitae (CV) for all proposed key personnel <i>per BDS-ITB Clause 12.1(b)(ii.2).</i>		
8.1. Stockholder(s)/Owner(s): as listed in the Bidder's Company Profile specified in <i>BDS-ITB Clause 31.4(f), item no. 2.</i>	T08	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
8.2. Project Manager: <i>per BDS-ITB Clause 12.1(b)(ii.2), item no. 1.</i>	T09	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
8.3. Resident Engineer/Project In-Charge: <i>per BDS-ITB Clause 12.1(b)(ii.2), item no. 2.</i>	T10	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
8.4. Project Architect: <i>per BDS-ITB Clause 12.1(b)(ii.2), item no. 3.</i>	T11	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
8.5. Structural Engineer: <i>per BDS-ITB Clause 12.1(b)(ii.2), item no. 4.</i>	T12	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
8.6. Civil Engineer: <i>per BDS-ITB Clause 12.1(b)(ii.2), item no. 5.</i>	T13	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
8.7. Electrical Engineer: <i>per BDS-ITB Clause 12.1(b)(ii.2), item no. 6.</i>	T14	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
8.8. Electronics & Communication Engineer: <i>per BDS-ITB Clause 12.1(b)(ii.2), item no. 7.</i>	T15	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
8.9. Mechanical Engineer: <i>per BDS-ITB Clause 12.1(b)(ii.2), item no. 8.</i>	T16	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
8.10. Fire Protection Engineer: <i>per BDS-ITB Clause 12.1(b)(ii.2), item no. 9.</i>	T17	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
8.11. Sanitary Engineer: <i>per BDS-ITB Clause 12.1(b)(ii.2), item no. 10.</i>	T18	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
8.12. Occupational Safety and Health Practitioner: <i>per BDS-ITB Clause 12.1(b)(ii.2), item no. 11.</i>	T19	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
8.13. Materials Engineer: <i>per BDS-ITB Clause 12.1(b)(ii.2), item no. 12.</i>	T20	<input type="checkbox"/> Passed <input type="checkbox"/> Failed

TECHNICAL REQUIREMENTS	Mark	As Checked
8.14. Quantity Surveyor: <i>per BDS-ITB Clause 12.1(b)(ii.2), item no. 13.</i>	T21	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
8.15. Draftsman (minimum of 2 personnel): <i>per BDS-ITB Clause 12.1(b)(ii.2), item no. 14.</i>	T22	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
8.16. General Foreman (minimum of 2 personnel): <i>per BDS-ITB Clause 12.1(b)(ii.2), item no. 15.</i>	T23	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
8.17. Registered Nurse: <i>per BDS-ITB Clause 12.1(b)(ii.2), item no. 16.</i>	T24	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
9) Duly signed narrative description of Construction Methodology that will be conducted for the PROJECT, <i>per BDS-ITB Clause 31.4(f), item no. 8.</i>	T25	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
10) Duly accomplished and signed List of Bidder's available equipment units, <i>per BDS-ITB Clause 31.4(f), item no. 9.</i>	T26	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
11) Equipment Utilization Schedule, <i>per BDS-ITB Clause 31.4(f), item no. 10.</i>	T27	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
12) Construction Safety & Health Program, <i>per BDS-ITB Clause 31.4(f), item no. 11.</i>	T28	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
13) Notarized Sworn Statement of Conformance to all the requirements specified in <i>BDS-ITB Clause 31.4(f), item no. 12.</i>	T29	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
14) Valid ISO Certification of at least ISO:9000 (preferably 2008 or 2015 version), <i>per BDS-ITB Clause 31.4(f), item no. 13.</i>	T30	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
15) Duly Notarized Omnibus Sworn Statement, <i>per BDS-ITB Clause 31.4(f), item no. 14.</i>	T31	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
16) Two (2) pieces USB Thumb Drive containing electronic-copy of all the submitted eligibility and technical document bid proposals specified in <i>BDS-ITB Clause 31.4(f), item no. 15.</i>	T32	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
END OF TECHNICAL DOCUMENTS CHECKLIST		
BAC's Remarks:	<input type="checkbox"/> PASSED	<input type="checkbox"/> FAILED
		<input type="checkbox"/> FOR RECONSIDERATION

CHECKLIST No. 2: FINANCIAL BID COMPONENT

01. All submissions of the Bidder must clearly indicate on the upper right hand corner of the paper the document number. For example, the financial documents F02: Duly signed Bill-of-Quantities (e.g, 4 pcs) should be marked “**F02~1**”, “**F02~2**”, “**F02~3**” and “**F02~4**”. To make the markings obvious, all Bidders are enjoined to use **red** Permanent marking pen (or equivalent), & write the markings approximately one-inch size;
02. On this checklist; the column “As Checked” shall be marked ...
 - ✓ “**PASSED**” to indicate that said document was available; or
 - ✓ “**FAILED**” when the document listed is not available in the bid proposal submitted;
03. During the evaluation at the stage of post-qualification, a proposal may still be declared “**not eligible**” or “**failed**” if the contents / substance of the submitted document or the prescribed electronic file in the submitted USB Thumb Drive is missing, or is found inappropriate, or does not comply with the given requirements for this transaction.

Bidding No. IB18-381683-03	Total ABC: EIGHT HUNDRED THIRTY EIGHT MILLION PESOS (P838,000,000.00) only.
Particulars: ONE LOT CONSTRUCTION OF A FOURTEEN-STOREY REINFORCED CONCRETE BUILDING COMPRISING FOUR-STOREY MULTI-USE PODIUM, TEN-STOREY ACCOMMODATION TOWER WITH ROOF DECK AND BASEMENT PARKING & UTILITIES INCLUDING SITE DEVELOPMENT AND VARIOUS SITE IMPROVEMENTS AT THE DAP CONFERENCE CENTER IN TAGAYTAY CITY FOR THE PURPOSES OF “STRENGTHENING THE CAPACITY OF THE DEVELOPMENT ACADEMY OF THE PHILIPPINES TO PROVIDE BOTH GENERAL & HIGHLY SPECIALIZED TRAINING COURSES FOR GOVERNMENT OFFICIALS”	
Venue of Bid Opening DAP Bldg., San Miguel Avenue, Pasig City	DATE & TIME of Bid Opening 10 October 2018 (Wednesday) at 10:00 AM

BIDDER'S INFORMATION	COMPANY NAME: ?
	COMPANY HEAD OFFICE MAILING ADDRESS: ?
	COMPANY WEBSITE OR EMAIL ADDRESS: ?
Representative attending the Bidding:	NAME OF THE COMPANY REPRESENTATIVE: ?
	POSITION TITLE OF THE COMPANY REPRESENTATIVE: ?

THE FINANCIAL BID REQUIREMENTS

dap DOES NOT ALLOW ANY BIDDER from any country outside the Philippines

FINANCIAL BID REQUIREMENTS	Mark	As Checked
1) FINANCIAL BID FORM as prescribed in BDS-ITB Clause 13.1, item no. 1.	F01	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
2) Duly signed Bill-of-Quantities (BOQ) as prescribed in BDS-ITB Clause 13.1, item no. 2.1.	F02	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
3) Summary of Bid Amounts (SBA) by Year per Division of Works as prescribed in BDS-ITB Clause 13.1, item no. 2.2.	F03	<input type="checkbox"/> Passed <input type="checkbox"/> Failed

FINANCIAL BID REQUIREMENTS		Mark	As Checked
4) Detailed Unit Price Analysis (DUPA) as prescribed in BDS-ITB Clause 13.1, item no. 2.3.	F04	<input type="checkbox"/> Passed <input type="checkbox"/> Failed	
5) Payment Schedule as prescribed in BDS-ITB Clause 13.1, item no. 2.4.	F05	<input type="checkbox"/> Passed <input type="checkbox"/> Failed	
6) Notarized Statement of Compliance as prescribed in BDS-ITB Clause 13.1, item no. 2.5.	F06	<input type="checkbox"/> Passed <input type="checkbox"/> Failed	
7) Two (2) pieces USB Thumb Drive containing the electronic-copy of all the submitted financial bid documents as prescribed in BDS-ITB Clause 13.1, item no. 2.6.	F07	<input type="checkbox"/> Passed <input type="checkbox"/> Failed	
END OF FINANCIAL BID COMPONENT CHECKLIST			
BAC's Remarks:	<input type="checkbox"/> PASSED	<input type="checkbox"/> FAILED	<input type="checkbox"/> FOR RECONSIDERATION

Section XI. INSTRUCTIONS ON HOW TO FILL-OUT BOQ

Notes to the Bidders:

This Section of the OBD provides the information necessary for interested Bidders to prepare responsive bids, in accordance with the requirements of DAP. It also provides information as well as step-by-step guide in preparing a financial bid acceptable to DAP. A separate DVD containing an e-copy of this file as well as the e-copy of the BOQ had been meticulously prepared to ensure comparability of bids.

Bids found to be non-compliant shall be declared “not eligible” and will be a ground for the forfeiture of the Bid Security. However, compliance to the instructions herein detailed does not guarantee award.

The tendered Bid shall be assessed on the basis of what is deemed advantageous to DAP, in particular, and to the Government, in general before an award will be served.

This Section contains provisions that are to be used unchanged.

<i>Bidding No.</i> IB18-381683-03	<i>Total ABC:</i> EIGHT HUNDRED THIRTY EIGHT MILLION PESOS (P838,000,000.00) only.
<i>Particulars:</i> ONE LOT CONSTRUCTION OF A <i>FOURTEEN-STOREY</i> REINFORCED CONCRETE BUILDING COMPRISING FOUR-STOREY MULTI-USE PODIUM, TEN-STOREY ACCOMMODATION TOWER WITH ROOF DECK AND BASEMENT PARKING & UTILITIES INCLUDING SITE DEVELOPMENT AND VARIOUS SITE IMPROVEMENTS AT THE DAP CONFERENCE CENTER IN TAGAYTAY CITY FOR THE PURPOSES OF “<i>STRENGTHENING THE CAPACITY OF THE DEVELOPMENT ACADEMY OF THE PHILIPPINES TO PROVIDE BOTH GENERAL & HIGHLY SPECIALIZED TRAINING COURSES FOR GOVERNMENT OFFICIALS</i>”	
<i>Venue of Bid Opening</i> DAP Bldg., San Miguel Avenue, Pasig City	<i>DATE & TIME of Bid Opening</i> 10 October 2018 (Wednesday) at 10:00 AM

A. INSTRUCTION to BIDDERS:

- A.1. Using *MicroSoft Excel v2010*, retrieve from the DVD the filename... “**FO2_XXX=EXCEL_BILL-OF-QUANTITIES=<BIDDERNAME>**”;
- A.2. Save the said excel file with another filename “**FO2_XXX=EXCEL_BILL-OF-QUANTITIES=<BIDDERNAME>**”, where “<BIDDERNAME>” represents the Bidder’s name;
- A.3. This file is password protected. DO NOT ATTEMPT to crack the password in order not to disturb the formulations. The built-in formulas were meant to assist the Bidder finalize its bid in accordance to the minimum requirements of the Project;
- A.4. ***A file that will be detected that has a cracked password shall invalidate the tendered bid and shall not be considered, and may render the tendered bid ‘FAILED’;***
- A.5. Bidder must take enough care and patience to fill-out data needed in order to come-up with eligible / competitive bid;

- A.6. Clarification/s, if any, must be emailed to **dapbacsec@dap.edu.ph**;
- A.7. **Rule “ZERO”:** When the bid is finally submitted, any “zero” appearing in the bid-item will be taken to mean that the Bidder will provide for free the described bid-item. In case of award and actual implementation, the said described bid-item shall be demanded from the Bidder even as the price for that particular was valued at zero. Thus, care must be taken during the bid-preparation.

While it is also acceptable that zero can be maintained, zero can be replaced with a numeric value if the Bidder intends that a specific amount to be paid for that particularly described item. There are five-variables per bid-item, as follows:

A.7.1. “**UC_Matls**” = 0.00 or to be replaced with Bidder’s bid for every unit of materials described;

A.7.2. “**UC_Labor+Eqpt**” = 0.00 or to be replaced with Bidder’s bid for every unit of labor and equipment described;

NOTE: “**Direct Costs**” for that particular bid-item is also automatically computed each time that the inputs for UC_Matls and UC_Labor+Eqpt is adjusted/changed;

A.7.3. “**%O**” = 0% or to be replaced with Bidder’s bid for every unit of Direct Costs for each item described. Note that the “**OCM**” is automatically computed;

A.7.4. “**%P**” = 0% or to be replaced with Bidder’s bid for every unit of Direct Costs for each item described. Note that the “**Profit**” is automatically computed;

A.7.5. “**%T**” = 0% or to be replaced with Bidder’s bid for every unit of Direct Costs + the associated OCM+Profit (if any) for each bid-item described. Note that the “**VAT**” is automatically computed based on computed values of [(Materials) + (Labor & Eqpt) + (Overhead Contingency & Miscellaneous) + (Profit)];

NOTE: The **Total Price** for described bid item is automatically computed each time that the inputs for “**UC_Matls**”, “**UC_Labor+Eqpt**”, “**%O**”, “**%P**”, &/or “**%T**” are/is adjusted/changed;

B. AMOUNTS OF BID:

B.1. For each bid item, the total “**CALCULATED Total BID**” *will automatically computed based on the encoded unit cost data* for...

B.1.1. Direct Costs = “AMT_Matl’s + AMT_L&E”; and,

B.1.2. Indirect Costs = “OCM + Profit + VAT”; and,

NOTE: Ranges of the acceptable rates are defined/prescribed in DPWH’s Dept Order #197 s.2016 dated 07Oct2016.

B.2. After all the data have been encoded, checks should be done such that...

B.2.1. **The total bid for the three (3) budget-years will not exceed the declared Approved Budget Ceiling (ABC) for the transaction.** If the total for 3 years exceeded, do as follows:

B.2.1.1. The budget year found in column “C” of the worksheet “F02_Bid” can be changed representing...

- “**1**” means that the bid-amount chargeable to budget-allocations for *first 12 months* of implementation;
- “**2**” means that the bid-amount chargeable to budget-allocations

for the next 13th to 24th month of implementation;

- “3” means that the bid-amount chargeable to budget-allocations for last 25th to 36th month of implementation;

B.2.2. The annual sum for each budget-year should not also exceed the allocated budget ceiling set for each budget-year. The summary is automatically extracted as follows:

B.2.2.1. Go to cell “C9” of the worksheet with red tab-name “F03_Summary”, then;

B.2.2.2. Right-click “REFRESH”;

B.2.2.3. Take notice of cell range C51 to H51 re “Difference”. **There should be no negative difference.** A negative difference means the Bid is higher than the set ABC. **ONLY THE BID WITH POSITIVE VALUE OF “DIFFERENCE” (OR ZERO), WILL BE ACCEPTED.**

B.2.3. If the total of the BID is equal or less than the ABC but the summary showed that any of the CALCULATED BID PER YEAR has exceeded the ABC of a given budget year, the following can be resorted to:

B.2.3.1. Change the budget year data found in column “C” of the worksheet tagged “F02_Bid”; and/or,

B.2.3.2. Change the values initially encoded data for...

- I. “**UC_Matls**”; or/and,
- II. “**UC_Labor+Egpt**”; or/and,
- III. “**%O**”; or/and,
- IV. “**%P**”; or/and,
- V. “**%T**”;

B.2.3.3. As any of the above variables are changed, the computed values in cell range “K28 to K31” also changes. The exercise is an iterative process. **Only zero or positive values in these cell ranges will be accepted.**

B.3. Be conscious of the “QTY” and “Unit”. **These are not meant to be changed for comparability of tendered bids.** Bid with a changed QTY-value, and Unit of measure nomenclature may render the bid ineligible;

B.4. OTHER BID ITEMS NOT IDENTIFIED IN THE BOQ: The excel template contains five (5) additional rows per Division# as provision for possible additional item/s that the Bidder may want to add. As the Bidder feels necessary, **THESE ROWS SHOULD NOT BE LEFT UNFILLED-OUT.** To complete the calculations of the financial bid, the following must be done...

B.4.1. In column “C”, input Budget Year-number as either:

B.4.1.1. “1”, representing that the bid-item will be chargeable to the budget earmarked within the **first 12** months from the date the NTP was issued; or

B.4.1.2. “2”, representing that the bid-item will be chargeable to the budget earmarked within the **13th to 24th** months from the date the NTP was issued; or

B.4.1.3. “3”, representing that the bid-item will be chargeable to the budget earmarked within the **25th to 36th** months from the date the NTP was issued.

- B.4.2.** In column “**E**”, input item code as either
- B.4.2.1.** “**B**”, representing that the bid-item will be chargeable to the budget earmarked for the **Building**; or,
 - B.4.2.2.** “**D**”, representing that the bid-item will be chargeable to the budget earmarked for the **Designed Fit-Outs, Furnishings & Fixtures (DFOFFs)**.
- B.4.3.** In column “**G**”, input ITEM DESCRIPTION. This is an alphabetic data that pertains to an additional item suggested by the Bidder. Further explanation may be asked by the BAC/TWG as to the necessity of such item. Addition of this item will not be construed as a basis to legitimize that the total bid can be more than the ABC. Bid greater than ABC will be declared “NOT ELIGIBLE” or “FAILED”.
- B.4.4.** In column “**H**”, input item QTY. This is a numeric data representing the volume of the item that will be used for the project. The succeeding estimation of cost will depend on this data;
- B.4.5.** In column “**I**”, input item Unit (of measure). This is an alphabetic info indicating the description of the previously inputted QTY. This data should be the commercially available measure of quantity, preferably in metric system;
- B.4.6.** In column “**J**”, input Unit Cost of Materials [**UC_Matls**]. This a numeric data representing the bid-price tendered by the Bidder for every unit of materials that will be needed for implementation of the previously described item.
- B.4.7.** In column “**L**”, input Unit Cost of Labor [**UC_L+E**]. This a numeric data representing the bid-price tendered by the Bidder for direct labor inclusive of equipment-rental (*if any*) cost per unit item that will be needed for implementation of the previously described item;
- B.4.8.** In column “**O**”, input percent Overhead, Contingencies & Miscellaneous (OCM) expenses [**%O**]. This a numeric percentage data representing the bid-price tendered by the Bidder as a function of the automatically computed [(Direct Cost) = (Cost of Materials) + (Cost of Labor & Eqpt)] needed for implementation of the previously described item. <NOTE: Ranges of the acceptable rates are defined/prescribed in DPWH’s Dept Order #197 s.2016 dated 07Oct2016>;
- B.4.9.** In column “**Q**”, input percent Profit [**%P**]. This a numeric percentage data representing the bid-price tendered by the Bidder will the estimated profit for the Bidder; <NOTE: Ranges of the acceptable rates are defined/prescribed in DPWH’s Dept Order #197 s.2016 dated 07Oct2016> and,
- B.4.10.** In column “**S**”, input percent Tax [**%T**]. This a numeric percentage data representing the tax that will be cost tendered by the Bidder as a payment of tax for bid-item earlier described <NOTE: Ranges of the acceptable rates are defined/prescribed in DPWH’s Dept Order #197 s.2016 dated 07Oct2016>.

- B.5. Once finalized, the Bidder has to print the file in size-A3 paper (11.7in x 16.5in), sign every page of it, and submit the print copy *together* with the e-file in prescribed USB as part of the Financial Proposal.

C. **WHAT TO SUBMIT:** “F02_XXX=EXCEL_BILL-OF-QUANTITIES=<BIDDERNAME>” and “F04_XXX=EXCEL_DETAILED_UNIT_PRICE_ANALYSIS=<BIDDERNAME>”, must be copied and saved in the USB thumb drive to be submitted by the Bidder and explained during the Pre-Bid Conference;

- C.1. *Softcopy of the filled-out “F02_XXX=EXCEL_Bill-of-Quantities=<BidderName>” (should be contained in the USB thumb drive that the Bidder must submit);*
- C.2. The print copy in size-A3 paper (11.7in x 16.5in) of the sheet named “**F02_Bid**” must be submitted as integral part of the Financial Bid;
- C.3. The print copy in size-A4 paper (8.27in x 11.69in) of the sheet named “**F03_Summary_of_Bid_Amounts_YEARLY**” must be submitted as integral part of the Financial Bid;
- C.4. *Softcopy of the filled-out “F04_XXX=EXCEL_DETAILED_UNIT_PRICE_ANALYSIS=<BIDDERNAME>” (should be contained in the USB thumb drive that the Bidder must submit);*
- C.5. The print copy in size-A4 paper (8.27in x 11.69in) of the sheets named below found in the excel filename “F04_XXX=EXCEL_DETAILED_UNIT_PRICE_ANALYSIS=<BIDDERNAME>”, duly accomplished to provide needed info of bid-items’ unit cost analyses:
- C.5.1. **Div01;**
 - C.5.2. **Div02;**
 - C.5.3. **Div03;**
 - C.5.4. **Div04;**
 - C.5.5. **Div05;**
 - C.5.6. **Div07;**
 - C.5.7. **Div08;**
 - C.5.8. **Div09;**
 - C.5.9. **Div10;**
 - C.5.10. **Div13;**
 - C.5.11. **Div21;**
 - C.5.12. **Div22;**
 - C.5.13. **Div23;**
 - C.5.14. **Div25;**
 - C.5.15. **Div26;**
 - C.5.16. **Div27;**
 - C.5.17. **Div28;**
 - C.5.18. **Div31;**
 - C.5.19. **Div32; and,**
 - C.5.20. **Div33.**

Cognizant of the number of pages that must be printed out, each book of Detailed Unit Price Analysis (DUPA) should be packaged as book-bound materials with total pages of about 500 sheets to 600 sheets per book-bound. As appropriate, the packaged materials should be sequentially indicated in the “XXX” of the filename “F04_XXX=EXCEL_DETAILED_UNIT_PRICE_ANALYSIS=<BIDDERNAME>”

Each book should have its corresponding **Table of Contents**.

C.6. Non-submission of the USB Thumb Drive containing the...

- “F02_XXX=EXCEL_BILL-OF-QUANTITIES=<BIDDERNAME>”;
- “F04_XXX=EXCEL_DETAILED_UNIT_PRICE_ANALYSIS=<BIDDERNAME>”,
- “F02_XXX=IMAGE_BILL-OF-QUANTITIES=<BIDDERNAME>”; and,
- “F04_XXX=IMAGE_DETAILED_UNIT_PRICE_ANALYSIS=<BIDDERNAME>”,

together with the signed print copies of the above image files will render the Financial Bid “**NOT ELIGIBLE**”, or “**FAILED**”. The contents as to the prescribed filenames shall be checked. Absence of any filename will render the submission non-compliant and will render the entire submission / bid “**NOT ELIGIBLE**” or “**FAILED**”.

D. TIPS:

D.1. There more than **800** bid items for “Building Construction” (marked “**B**”) and more than **370** bid items for “DFOFFs”, i.e., Designed Fit-Outs, Furnishings & Fixtures (marked “**D**”);

D.2. While it is only the bid for the *Building Construction* that this bidding will look into, a qualified Bidder is invited to also look (*but not to bid*) for the items tagged as “**D**”. It is expected that the Bidder will have an appreciation of the DFFOFs, which will be placed in the NEW TRAINING BUILDING that will be constructed;

D.3. **BALANCED BID:** The spreadsheet named “F02_XXX=EXCEL_BILL-OF-QUANTITIES=<BIDDERNAME>” was designed for a simulation exercise. Thus, initial inputs can be changed up until the prescribed numeric ranges are complied with. *Care should be taken to ensure that Bidder agrees on the minimum details as written in the worksheet.*

D.3.1. Rule ZERO must be observed/followed;

D.3.2. Inputted numeric data/info may be changed up until Bidder is convinced with the GRANDTOTAL found in cell **G28** (of the sheet named “F02_XXX=EXCEL_BILL-OF-QUANTITIES=<BIDDERNAME>”); as well as,

D.3.3. Clusters’ subtotals of the bid as reflected in ANALYSIS OF BID: SUMMARY of BID AMOUNTS by Year per Division of Works found in sheet named “F03_Summary_of_Bid_Amounts_YEARLY”.

D.4. The *Summary of Bid Amounts* will be automatically extracted from the dBase of itemized bids thru a pivot table shown in sheet named “F03_Summary_of_Bid_Amounts_YEARLY”. The summary maybe extracted as follows...

D.4.1. Click tab with sheet named “F03_Summary_of_Bid_Amounts_YEARLY”; then,

D.4.2. Go to cell **C9**; then,

D.4.3. Right-click “REFRESH”; then,

D.4.4. Make ready a printer; then,

D.4.5. Click icon “PRINT”; then,

D.4.6. Inspect results then sign for submission, if acceptable to the Bidder; *else*,

- D.4.7. Go back to sheet named “**F02_BID**”, then do the needed adjustments;
- D.4.8. Repeat above starting at item#**D.4.1** until the satisfactory bid is reached.

NOTE: The amount of grandtotal bid will be summed-up once all the *unit price* data under the “direct costs”, and the *percentages* under the “indirect costs” are filled-out. The GRANDTOTAL of BID will automatically show-up in cell **G28** (in column-G of sheet name “**F02_BID**”) each time the numeric variable-data are replaced.

*** nothing follows ***

Section XII. FILENAMES

Notes to the Bidders:

This Section of the OBD provides the information necessary for interested Bidders to prepare responsive bids, in accordance with the requirements of DAP. It also provides information as well as step-by-step guide in preparing the FILENAMES acceptable to DAP. This was meticulously prepared to ensure comparability of bids.

Bids found to be non-compliant shall be declared “**NOT ELIGIBLE**” or “**FAILED**” and will be a ground for the forfeiture of the Bid Security. However, compliance to the instructions herein detailed does not guarantee award.

The tendered Bid shall be assessed on the basis of what is deemed advantageous to DAP, in particular, and to the Government, in general before an award will be served.

This Section contains provisions that are to be used unchanged.

1. **There should be four (4) pieces of USB Thumb Drives** containing all the printed bid documents submitted by the Bidder, placed as follows:
 - 1.1. **Two (2) pieces should be in the Bid Envelope #1:** *One thumb drive must be placed inside the **original copy** of the Technical Documents, and the 2nd piece of the thumb drive must be placed inside the duplicate copy of the Technical Documents. The two thumb drives should have exactly the same copies of files submitted by the Bidder;*
 - 1.2. **Two (2) pieces should be in the Bid Envelope #2:** *One thumb drive must be placed inside the **original copy** of the Financial Documents, and the 2nd piece of the thumb drive must be placed inside the duplicate copy of the Financial Documents. The two thumb drives should have exactly the same copies of files submitted by the Bidder;*
 - 1.3. The Bidder is expected to diligently and carefully ensure that each thumb-drive can be inspected, and the files herebelow are saved in the submitted USB Thumb Drive;
 - 1.4. The files that should be found in the thumb drive should be, **at least**, the following:

NN	FINAL FILENAME	filetype	LEN
A: CLASS “A” ELIGIBILITY DOCUMENTS			
1	E01_XXX=PhilGEPS_Registration=<BidderName>	pdf or jpg	30
2	E02_XXX=SEC-DTI-CDA=<BidderName>	pdf or jpg	20
3	E03_XXX=Mayor_Business_Permit=<BidderName>	pdf or jpg	30
4	E04_XXX=TAX_Clearance=<BidderName>	pdf or jpg	22
5	E05_XXX=EXCEL_All_Ongoing_Contracts=<BidderName>	EXCEL	36
6	E05_XXX=IMAGE_All_Ongoing_Contracts=<BidderName>	pdf or jpg	36
7	E06_XXX=Single_Largest_Completed_Contract=<BidderName>	pdf or jpg	42
8	E07_XXX=Audited_Financial_Statements=<BidderName> <i>The prospective Bidder’s audited financial statements, showing, among others, the prospective Bidder’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission</i>	pdf or jpg	37

NN	FINAL FILENAME	filetype	LEN
9	E08_XXX=NFCC_Computation=<BidderName>	pdf or jpg	31
10	E09_XXX=VALID_PCAB_License+Registration=<BidderName>	pdf or jpg	40
B: CLASS "B" ELIGIBILITY DOCUMENTS			
11	E10_XXX=VALID_Joint_Venture_Agreement=<BidderName>, if applicable.	pdf or jpg	38
C: TECHNICAL REQUIREMENTS			
12	T01_XXX=BID_SECURITY.=<BidderName>	pdf or jpg	22
13	T02_XXX=Cert_Site_Inspection=<BidderName>	pdf or jpg	29
14	T03_XXX=Company_Profile=<BidderName>	pdf or jpg	24
15	T04_XXX=Organizational Chart 4D Project=<BidderName>	pdf or jpg	40
16	T05_XXX=IMAGE_Construction_Schedule+S-Curve=<BidderName>	pdf or jpg	44
17	T05_XXX=EXCEL_Construction_Schedule+S-Curve=<BidderName>	EXCEL	44
18	T06_XXX=IMAGE PERT-CPM_Network_Diagram=<BidderName>	pdf or jpg	39
19	T06_XXX=EXCEL PERT-CPM_Network_Diagram=<BidderName>	EXCEL	39
20	T07_XXX=IMAGE_Proposed_Manpower_Schedule=<BidderName>	pdf or jpg	41
21	T07_XXX=EXCEL_Proposed_Manpower_Schedule=<BidderName>	EXCEL	41
D: CV for all proposed key personnel			
22	T08_XXX=CV_Stockholder_Owner=<BidderName>	pdf or jpg	27
23	T09_XXX=CV_Project_Manager=<BidderName>	pdf or jpg	27
24	T10_XXX=CV_Resident_Engineer=<BidderName>	pdf or jpg	29
25	T11_XXX=CV_Project_Architect=<BidderName>	pdf or jpg	29
26	T12_XXX=CV_Structural_Engineer=<BidderName>	pdf or jpg	31
27	T13_XXX=CV_Civil_Engineer=<BidderName>	pdf or jpg	26
28	T14_XXX=CV_Electrical_Engineer=<BidderName>	pdf or jpg	31
29	T15_XXX=CV_Electronics+Commu_Engineer=<BidderName>	pdf or jpg	38
30	T16_XXX=CV_Mechanical_Engineer=<BidderName>	pdf or jpg	32
31	T17_XXX=CV_Fire_Protection_Engineer=<BidderName>	pdf or jpg	36
32	T18_XXX=CV_Sanitary_Engineer=<BidderName>	pdf or jpg	29
33	T19_XXX=CV_Safety+Health_PRACTITIONER=<BidderName>	pdf or jpg	38
34	T20_XXX=CV_Materials_Engineer=<BidderName>	pdf or jpg	30
35	T21_XXX=CV_Quantity_Surveyor=<BidderName>	pdf or jpg	29
36	T22_XXX=CV_Draftsmen2MINIMUM=<BidderName>	pdf or jpg	29

NN	FINAL FILENAME	filetype	LEN
37	T23_XXX=CV_Gen_Foremn2MINIMUM=<BidderName>	pdf or jpg	30
38	T24_XXX=CV_Registered_Nurse=<BidderName>	pdf or jpg	28
E: TECHNICAL REQUIREMENTS <cont'd>			
39	T25_XXX=Construction_Methodology=<BidderName>	pdf or jpg	33
40	T26_XXX=List_of_Available_EQUIPMENT=<BidderName>	pdf or jpg	36
41	T27_XXX=Equipment_Utilization_Schedule,=<BidderName>	pdf or jpg	40
42	T28_XXX=Construction_Safety+Health_Program=<BidderName>	pdf or jpg	43
43	T29_XXX=Notarized_Sworn_Statement_of_Conformance=<BidderName>	pdf or jpg	37
44	T30_XXX=Valid_ISO_Certification=<BidderName>	pdf or jpg	32
45	T31_XXX=Notarized_Omnibus_Sworn_Statement=<BidderName>	pdf or jpg	42
F: FINANCIAL BID REQUIREMENTS			
46	F01_XXX=FINANCIAL_BID_FORM=<BidderName>	pdf or jpg	27
47	F02_XXX=EXCEL_Bill-of-Quantities=<BidderName>, said excel file must contain the following tabs with sheet names: a. F02_bid; and, b. F03_Summary_Bid_Amounts_YEARLY.	EXCEL	33
48	F02_XXX=IMAGE_Bill-of-Quantities=<BidderName>	pdf or jpg	33
49	F03_XXX=IMAGE_Summary_Bid_Amounts_YEARLY=<BidderName>	pdf or jpg	41
50	F04_XXX=EXCEL_Detailed_Unit_Price_Analysis=<BidderName>	EXCEL	43
51	F04_XXX=IMAGE_Detailed_Unit_Price_Analysis=<BidderName>	pdf or jpg	43
52	F05_XXX=EXCEL_Payment_Schedule= <BidderName>	EXCEL	44
53	F05_XXX=IMAGE_Payment_Schedule= <BidderName>	pdf or jpg	44
54	F06_XXX=Statement_of_Compliance=<BidderName>	pdf or jpg	32

The electronic-copy of the Eligibility Documents, Technical Documents, Financial Bid shall be contained in the submitted USB Thumb Drives and should follow the filename structures as detailed in the above table, where:

- 1.5. The first three characters of the filename represents the document-tag as defined in the checklist; and,
- 1.6. The “_XXX” represent the file number of the document, or the page-number of the file (if there are several pages in a given file); and,
- 1.7. The “final-filename” should not be greater than the character-lengths as specified above excluding the Bidder’s Name; and,
- 1.8. The suffix “<BidderName>” should be replaced by the Company Name of the Bidder;



**NOTHING
FOLLOWS**

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