

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF FIT-OUT FOR THE NETWORK OPERATIONS CENTER (NOC) AND SECURITY OPERATIONS CENTER (SOC) FOR PHILSYS REGISTRY OFFICE (REBIDDING)

Government of the Republic of the
Philippines

PHILIPPINE STATISTICS AUTHORITY

Quezon City, Philippines

PUBLIC BIDDING NO. 2021-24 (REBIDDING)

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY

INVITATION TO BID FOR THE PROCUREMENT OF FIT-OUT FOR THE NETWORK OPERATIONS CENTER (NOC) AND SECURITY OPERATIONS CENTER (SOC) FOR PHILSYS REGISTRY OFFICE (PRO) (REBIDDING)

1. The *Philippine Statistics Authority*, through the *2021 General Appropriations Act* intends to apply the sum of *Twelve Million Pesos (P12,000,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Procurement of Fit-out for the Network Operations Center and Security Operations Center (SOC) for the PhilSys Registry Office (PRO) (Rebidding)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Philippine Statistics Authority* now invites bids for the above Procurement Project. Completion of the Works is required *60 calendar days upon the receipt of Notice to Proceed*. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
 - 2.1 Project Reference No. / Contract ID : PB 2021-24
 - 2.2 Approved Budget for the Contract: ₱12,000,000.00
 - 2.3 Contract Name : Procurement of Fit-Out for the Network Operations Center (NOC) and Security Operations Center (SOC) for the PhilSys Registry Office (PRO) (Rebidding)
 - 2.4 Contract Duration : Sixty (60) Calendar Days
 - 2.4.1 Design of Fit-Out Stage: Thirty (30) Calendar Days Architectural and Engineering from receipt of the Notice to Proceed (NTP).
 - 2.4.2 Construction of Fit-Out: Thirty (30) Calendar Days
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *Philippine Statistics Authority* and inspect the Bidding Documents at the address given below from *working hours from 8AM – 5PM weekdays except holidays*.

PSA BAC Secretariat
11th floor, Cyberpod Centris One, Eton Centris
EDSA corner Quezon Avenue, Quezon City

5. A complete set of Bidding Documents may be acquired by interested bidders on **31 January 2022** from given address and website/s below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty-Five Thousand Philippine Peso (Php 25,000.00).* The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person. The Bidding Documents shall be received personally by the prospective bidder or his duly authorized representative upon presentation of the proper identification documents.
6. The *PSA-BAC* will hold a Pre-Bid Conference¹ on **08 February 2022, 10:00 A.M.** through video conferencing or webcasting via zoom, which shall be open to prospective bidders. Meeting links will be provided to the respective email addresses provided to the BAC Secretariat by the interested bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **21 February 2022, 9:00 A.M.** Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. The Opening of the Technical Proposal/s shall be on **21 February 2022, 10:00 A.M.** at the given address below. The link for Zoom conference will be sent to the respective email addresses given by the interested bidders. Bids will be opened in the presence of the bidders' representatives who choose to participate in the activity or witness the opening of the bids through video conferencing via Zoom platform. Bidders interested to participate shall coordinate and register with the BAC Secretariat for the link through email address indicated below. Late bids shall not be accepted.
10. The *Philippine Statistics Authority* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Mr. Joseph P. Cajita
Head, BAC Secretariat
11th Floor, Cyberpod Centris One, Eton Centris
EDSA corner Quezon Avenue, Quezon City
Tel. No. : (02) 374-8270
bac-secretariat@psa.gov.ph / bacsecretariat.psa@gmail.com

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

12. You may visit the following websites:

For downloading of Bidding Documents:

www.psa.gov.ph or **<https://procurement.psa.gov.ph/>**

SGD.

MINERVA ELOISA P. ESQUIVIAS

Chairperson – Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *Philippine Statistics Authority* invites Bids for the *Procurement of the Network Operations Center (NOC) and Security Operations Center (SOC) for the PhilSys Registry Office (PRO)(Rebidding)* with Project Identification Number *PB No. 2021-24 (Rebidding)*.

The Procurement Project (referred to herein as “Project”) is for the Design and Build Scheme of the Fit-Out Construction of Works, as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *2021 GAA* in the amount of *Twelve Million Pesos (₱12,000,000.00)*

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and

obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

14.2. *Payment of the contract price shall be made in Philippine Peso*

15. Bid Security

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

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.	
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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.	Five percent (5%)
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- 15.2. The Bid and bid security shall be valid for **120 days from the date of bid submission**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

- 18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing,

webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Annex "G" of 2016 revised IRR of RA No. 9184.

A two-step procedure shall be adopted for the detailed evaluation of the design and build proposals.

The legal and technical documents submitted by the bidder/s will be opened and will be evaluated in accordance with Annex "G". The opening of Financial component of the bids will be announced after the bidder/s have passed the criteria indicated in BDS and were duly notified of the said schedule.

- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

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

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

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

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

Bid Data Sheet

ITB Clause	
5.2	<p data-bbox="430 281 1383 348">For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p data-bbox="521 384 1128 415" style="text-align: center;">The contract works shall consist of two (2) Stages:</p> <div data-bbox="430 459 1372 560" style="border: 1px solid black; padding: 10px; text-align: center;"> <p data-bbox="662 491 1146 522">STAGE 1: DESIGN OF FIT-OUT</p> </div> <p data-bbox="464 590 1383 688">A. Pre-Design Phase where the specific parameters, size and scope of the fit-out and its location on the building shall be established. It includes, but is not limited to:</p> <ol data-bbox="521 730 1383 930" style="list-style-type: none"> <li data-bbox="521 730 1383 829">1. Conduct of reconnaissance, engineering surveys on wirings, chases, pipes and utilities locations, and on-site investigations of connections/tapping points; and <li data-bbox="521 831 1383 930">2. Preparation of preliminary architectural and engineering designs, layouts, outline specifications, preliminary cost estimates, value engineering/ value analysis study. <p data-bbox="464 972 1383 1140">B. Design Phase includes preparation of final detailed plans and designs, working drawings, specifications, detailed cost estimates for construction of <u>Procurement of Fit-out for the Network Operations Center (NOC) and Security Operations Center (SOC) for PhilSys Registry Office.</u></p> <p data-bbox="464 1178 1383 1346">C. Contract Documentation Phase will cover preparation of documents required for progress reports and work accomplishment relative to the Project as well as contracts, sample approvals, variation reports, and other necessary documents for audit purposes until its completion and acceptance.</p> <div data-bbox="430 1396 1372 1497" style="border: 1px solid black; padding: 10px; text-align: center;"> <p data-bbox="581 1428 1224 1459">STAGE II: CONSTRUCTION OF FIT-OUT</p> </div> <p data-bbox="464 1522 1383 1589">Stage II shall be the Fit-Out Construction Works includes the following Fit-Out Components/Works:</p> <ol data-bbox="521 1625 1383 1858" style="list-style-type: none"> <li data-bbox="521 1625 1383 1858">1. Floor Finish Works; Ceiling Works; Wall Finish Works; Finishing (Cabinetry) Works; Doors; Electrical (Power and Lighting) Works; Installation of Structured Network & Cabling Works (coordinate with ITDS); Supply and Installation of Fire Detection and Alarm System (FDAS); Supply, Installation, Testing and Commissioning and Warranty of Additional Air Conditioning/ Ventilation (coordinate with existing building system; Mechanical Works

	(where required); Auxiliary Works and Appliances (coordinate with ITDS); and Supply and Installation of Furniture (where required) 2. Acquisition of all permits necessary for the construction project as required by regulatory agency; 3. Preparation of supplementary drawings required to suit actual field conditions; 4. Evaluation of detailed construction and as-built drawings, shop and erection drawings per submission, where required; 5. Observe testing and commissioning of equipment and preparation of reports with recommendations thereof, where required; 6. For post construction of Fit-Out Works, Designer/Contractor shall make a final inspection, submit a report of the completed Fit-Out Works and submit as-built drawings of the work making sure that specific connections available for expansion works are indicated; and 7. All other related tasks until completion and acceptance of the project.																																																																																																										
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10.3	Philippine Contractors Accreditation Board (PCAB) at least License Category C & D, Size Range Small B , License and Mayor's Permit is required.																																																																																																										
10.4	<table border="1"> <thead> <tr> <th colspan="2"><i>Criteria</i></th><th><i>Score</i></th><th><i>%</i></th><th><i>%</i></th><th><i>Pts.</i></th></tr> </thead> <tbody> <tr> <td>A.</td><td>Minimum Personnel Complement</td><td></td><td></td><td></td><td>100</td></tr> <tr> <td colspan="2">Qualification of Personnel to be Assigned (Design of Fit-Out for Office Spaces)</td><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="2">1. Principal Architect/ Designer</td><td></td><td></td><td>15</td><td></td></tr> <tr> <td>a)</td><td>Education</td><td></td><td>60</td><td></td><td></td></tr> <tr> <td></td><td>Licensed Architect with Master's Degree in Architecture</td><td>100</td><td></td><td></td><td></td></tr> <tr> <td></td><td>Licensed Architect</td><td>70</td><td></td><td></td><td></td></tr> <tr> <td></td><td>BS Architecture Graduate</td><td>0</td><td></td><td></td><td></td></tr> <tr> <td>b)</td><td>At least five (5) years' experience in Design of Fit-Out for Office Spaces.</td><td></td><td>40</td><td></td><td></td></tr> <tr> <td></td><td>Above 10 years</td><td>100</td><td></td><td></td><td></td></tr> <tr> <td></td><td>5 years to 9 years</td><td>70</td><td></td><td></td><td></td></tr> <tr> <td></td><td>Less than 5 years</td><td>0</td><td></td><td></td><td></td></tr> <tr> <td colspan="2">2. Project Manager/ Coordinator</td><td></td><td></td><td>15</td><td></td></tr> <tr> <td>a)</td><td>Education</td><td></td><td>60</td><td></td><td></td></tr> <tr> <td></td><td>Licensed Architect with Master's Degree in Architecture</td><td>100</td><td></td><td></td><td></td></tr> <tr> <td></td><td>Licensed Architect</td><td>70</td><td></td><td></td><td></td></tr> <tr> <td></td><td>Licensed Architect/ Civil Engineering Graduate</td><td>0</td><td></td><td></td><td></td></tr> </tbody> </table>					<i>Criteria</i>		<i>Score</i>	<i>%</i>	<i>%</i>	<i>Pts.</i>	A.	Minimum Personnel Complement				100	Qualification of Personnel to be Assigned (Design of Fit-Out for Office Spaces)						1. Principal Architect/ Designer				15		a)	Education		60				Licensed Architect with Master's Degree in Architecture	100					Licensed Architect	70					BS Architecture Graduate	0				b)	At least five (5) years' experience in Design of Fit-Out for Office Spaces.		40				Above 10 years	100					5 years to 9 years	70					Less than 5 years	0				2. Project Manager/ Coordinator				15		a)	Education		60				Licensed Architect with Master's Degree in Architecture	100					Licensed Architect	70					Licensed Architect/ Civil Engineering Graduate	0			
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	b)	At least three (3) years' experiences in work programming for Design of Fit-Out for Office Spaces.		40		
		Above 5 years	100			
		3 years to 5 years	70			
		Less than 3-years	0			
	3. Interior Designer				10	
	a)	Education		60		
		Licensed Interior Designer with MS Degree in Interior Design	100			
		Licensed Interior Designer	70			
		BS Interior Design Graduate	0			
	b)	At least three (3) years of experience interior design of office spaces.		40		
		Above 5 years	100			
		3 years to 5 years	70			
		Less than 3 years	0			
	4. Civil Engineer/ Structural Engineer				10	
	a)	Education		60		
		Licensed Civil Engineer with MS Degree in Civil/ Structural or Earthquake Engineering	100			
		Licensed Engineer	70			
		BS Civil Engineering Graduate	0			
	b)	At least three (3) years of experience in Structural and Civil Works Design of Fit-Out for Office Spaces.		40		
		Above 5 years	100			
		3 years to 5 years	70			
		Less than 3 years	0			
	5. Professional Electrical Engineer				10	
	a)	Education		60		
		Professional Electrical Engineer with MS Degree	100			
		Professional Electrical Engineer	70			
		BS Electrical Engineer Graduate	0			
	b)	At least three (3) years of experience in Electrical Design involving design of electrical,		40		

		security and fire alarm system requirements				
		Above 5 years	100			
		3 years to 5 years	70			
		Less than 3 years	0			
		6. Electronics Engineer			10	
	a)	Education		60		
		Electronics Engineer (ECE) with MS Degree	100			
		Electronics Engineer (ECE)	70			
		BS Electronics Engineering (ECE) graduate	0			
	b)	At least five (5) years of experience in Professional Electronics and Communications Engineering Design involving acoustic design, design of ICT, security and fire alarm system requirements.		20		
		ECE above 5 years;	100			
		ECE 3 to below 5 years;	70			
		Less than 3 years	0			
	c)	With proven experience in design of structured cabling for big data management and controlled environment on office spaces.		20		
		Involved with more than 4 designs	100			
		Involved with 2-4 designs	70			
		Less than 2 designs	0			
		7. Professional Mechanical Engineer			10	
	a)	Education		60		
		Registered Professional Mechanical Engineer with MS Degree	100			
		Registered Professional Mechanical Engineer	70			
		BS Mechanical Engineering Graduate	0			
	b)	At least three (3) years of experience in Mechanical Design Supervision involving design of mechanical systems, particularly HVAC and Fire Protection on office spaces.		20		
		Above 5 years	100			
		3 years to 5 years	70			

		Less than 3 years	0			
c)		With proven experience in designing controlled environment on office spaces.		20		
		Involved with more than 4 designs	100			
		Involved with 2-4 designs	70			
		Less than 2 designs	0			
8. Network Engineer				10		
a)		Education with certification such as CCNA/CCNP or JNCDA/JNCDS		60		
		Information Technology with MS Degree in Information Technology	100			
		Information Technology Graduate with Certifications	70			
		Information Technology Graduate without Certifications	0			
b)		At least five (5) years of experience in Information Technology applications on office spaces.		40		
		Above 5 years	100			
		3 years to 5 years	70			
		Less than 3 years	0			
9. CAD Draftsman				10		
a)		Education		60		
		Licensed Junior Architect, Interior Designer or Engineer	100			
		Bachelor's Degree in Architecture, Interior Design and Engineering or TESDA NC II Accredited Institution Training Certified	70			
		CAD Trained with no Certification.	0			
b)		At least three (3) years of experience in CAD Operation and proficient in Autocad Release 2010 or later and Sketchup 2012 or later.		40		
		Above 5 years	100			
		3 years to 5 years	70			
		Less than 3 years	0			
		TOTAL SCORE				100

			PASSING SCORE				70	
			Criteria	Score	%	%	Pts.	
		B.	Qualification of Personnel to be Assigned (Construction of Fit-Out for Office Spaces)				100	
			1. Mechanical Works			20		
		a)	Education		60			
			Registered Professional Mechanical Engineer with MS Degree	100				
			Registered Professional Mechanical Engineer	70				
			BS Mechanical Engineering Graduate	0				
		b)	At least three (3) years of experience in Mechanical Design Supervision involving design of mechanical systems, particularly HVAC and Fire Protection on office spaces.		40			
			Above 5 years	100				
			3 years to 5 years	70				
			Less than 3 years	0				
			2. Electrical Works			20		
		a)	Education		60			
			Professional Electrical Engineer with MS Degree	100				
			Professional Electrical Engineer	70				
			BS Electrical Engineer Graduate	0				
		b)	At least three (3) years of experience in Electrical Design involving design of electrical, security and fire alarm system requirements (BMS knowledge and experience) Design of Fit-Out for Office Spaces.		40			

		Above 5 years	100			
		3 years to 5 years	70			
		Less than 3 years	0			
3. Fire Protection Works				20		
a)	Education			60		
		Registered Professional Mechanical Engineer with MS Degree	100			
		Registered Professional Mechanical Engineer	70			
b)		BS Mechanical Engineering Graduate	0			
	At least three (3) years of experience in Mechanical Design Supervision involving design of mechanical systems, particularly HVAC and Fire Protection on office spaces.			40		
		Above 5 years	100			
		3 years to 5 years	70			
		Less than 3 years	0			
4. Architectural/Civil Works				20		
a)	Education			60		
		Licensed Architect/Civil Engineer with MS Degree	100			
		Licensed Architect/Civil Engineer	70			
		BS Architecture/Civil Engineering Graduate	0			
b)	At least three (3) years of experience in Structural and Civil Works Design of Fit-Out for Office Spaces.			40		
		Above 5 years	100			
		3 years to 5 years	70			
		Less than 3 years	0			
5. Network/Electronics Works				20		
a)	Education			60		

		Licensed Electronics Engineer with CCNA/CCNP or JNCDA/JNCDS Certification	100			
		Licensed Electronics Engineer	70			
		BS Electronics Communication Engineer Graduate	0			
	b)	With proven experience in design of structured cabling for big data management and controlled environment on office spaces.		40		
		Information Technology with MS Degree in Information Technology	100			
		Information Technology Graduate with Certifications	70			
		Information Technology Graduate without Certifications	0			
TOTAL SCORE					100	
PASSING SCORE					70	
A. <u>Criteria for Conceptual Design</u>						
Criteria			Pass	Fail	Remarks	
1. Architectural/Design Consideration						
a) Drawing Requirements (AutoCAD)						
b) Compliance to National Building Code (PD 1096)						
c) Compliance to Fire Code of the Philippines						
2. Proposed Floor Plan						
a) Distribution of Space/Room Requirements						
b) Circulation						
c) Light and Ventilation						
d) Sizes, Area, and Shape						
e) Safety and Security						
3. 3D Rendered Perspective						
a) PSA Corporate Character						

B. <u>Criteria for Approach and Methodology</u>			
Criteria	Points	Rating	
A. Clarity, feasibility, innovativeness, and comprehensiveness of the approach (A = 1+2+3+4)	80		
1. <u>Clarity</u> – Quality of narrative description of the methodology and work plan for performing the project (1 = a+b+c).	20		
a) The description discussed fully all aspects of the Design Services.	(7)		
b) The work plan is described in proper order of work activities.	(7)		
c) There are no significant errors or irrelevant discussions in the presentations.	(6)		
2. <u>Feasibility</u> – Do ability of work program (2 = a+b+c).	30		
a) The proposed team includes all required personnel, and the task of each key personnel.	(10)		
b) The work activities and given in logical sequence in the submitted work schedule.	(10)		
c) The assignment of personnel is consistent with the work activities.	(10)		
3. <u>Innovativeness</u> – adoption of quality standard/new work approach technology/tools (3 = a+b)	10		
a) There is innovation with discussion and how the methodology will enhance the quality of work outputs and/or ensure timely completion of the Design Services and Work Plan for performing the Project.	(5)		
b) The methodology completely describes the technology and tools to be used Description of Methodology and Work Plan for Performing the Project.	(5)		
4. <u>Comprehensiveness</u> – completeness and adequate level of detail of the work as to how the Design Services shall be carried out as outlined in the Minimum Performance and Parameters (4 = a+b+c+d)	20		
a) All works in the design are covered.	(5)		
b) All the required key personnel are covered.	(5)		
c) There is a clear presentation of interdependency of activities, such as PERT/CPM.	(5)		
d) The work plan integrates among the bidders, end-user and technical working	(5)		

	group.		
	B. Quality of Interpretation of project problems, risks, and suggested solutions (B = 1 + 2)	20	
	1. Interpretation of problems and risks – Identified problems and risks that may be encountered in performing the design services (1 = a)	10	
	a) There is a clear discussion on possible problems and risks based on actual site inspection.	(10)	
	2. Appropriateness of suggested solutions = do ability of suggested solutions to the problems and risks (2 = a+b)	10	
	a) The suggested solutions are logical and practicable	(5)	
	b) There is clear discussion on how the proposed solutions shall be carried out.	(5)	
	TOTAL (A + B)	100	
	Passing Score	70	
10.5	Minimum Equipment: 1. Grinder 5. Cutting Machine 9. Hydrostatic Test Pump 2. Hammer Drill 6. Coring Machine 10. Threading Machine 3. Pipe Bender 7. Fusion Machine 4. Tester/Megger 8. Metal Drill		
12	Provide Value Engineering report.		
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than PhP 240,000.00 (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than PhP 600,000.00 (5%) of ABC if bid security is in Surety Bond.		
19.2	No partial Bids allowed.		
20	Permits/Licenses: 1. Work Permit (approved by the General Services Division)		
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.		

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the SCC.

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

- 15.1.** If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 15.2.** If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
2	<p>The Intended Completion Date is Sixty (60) Calendar Days.</p> <ol style="list-style-type: none"> 1. Stage 1-Design of Fit-Out : Thirty (30) Calendar Days from receipt of NTP. 2. Stage 2-Construction of Fit-Out : Thirty (30) Calendar Days from completion of Design Stage.
4.1	Possession of Site shall be upon compliance to all local regulatory requirements
6	<p>The site investigation reports needed for the Construction of Fit-Out.</p> <p>Mechanical and Fire Protection:</p> <ol style="list-style-type: none"> 1. Leak test for refrigerant piping installed. 2. Hydrotest for fire Protection system as per NFPA Standard Test. 3. Fogging Test for all duct work including air balancing as per design. 4. Testing and Commissioning of all Air-conditioning and Fan Blowers. 5. Gravity Test for Air-conditioning Waste Stock. <p>Electrical:</p> <ol style="list-style-type: none"> 1. Visual Inspection Report 2. Earth Continuity Test (Grounding Test) 3. Insulation Resistance test (Megger Test) 4. Leakage Current Test 5. Load Balancing Report
7.2	Fifteen (15) years.
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within five (5) days of delivery of the Notice to Proceed.
11.2	The amount to be withheld for late submission of an updated Program of Work is PhP 600,000.00 (5% of ABC)
13	The amount of the advance payment is <i>PhP 1,800,000.00 (15% of ABC)</i>
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	<p>The date by which operating and maintenance manuals are required is <i>seven (7) days before the initial request for final inspection.</i></p> <p>The date by which "as built" drawings are required is <i>seven (7) days before the initial request for final inspection.</i></p>

15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <i>Php 360,000.00</i> (3% of ABC)
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Section VI. Specifications

Notes on Specifications

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

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

STAGE I - DESIGN OF FIT-OUT:

Deliverables	Deadline/Timeline	
A. Pre-Design Phase		
<p>1. Detailed program of work, approach, work plan and schedule for the implementation of the contract works.</p> <p>I. The order in which it intends to carry out the work including anticipated timing for each stage of design/ detailed engineering design;</p> <p>II. Periods for review of specific outputs and any other submissions and approvals;</p> <p>III. General description of the design methods to be adopted;</p> <p>IV. Number and names of personnel to be assigned for each phase of the work;</p>	<p>Within Five (5) Calendar Days after issuance of NTP</p>	
<p>2. Reconnaissance, Engineering Surveys and On-Site Investigations.</p>		<p>Within Total Project Timeline of Sixty (60) Calendar Days from receipt of NTP.</p>
<p>3. Preparation of Preliminary Plans, Elevations, Specification Outlines, Preliminary Cost Estimates, Value Engineering/ Value Analysis Study and other specific recommendations by the Consultant for the Fit-Out Design for Architectural/ Civil (Wall/ Partition Works Design: Detailed Connections, Doors and Windows, Ceiling Works), Electro-Mechanical (AC System location design of indoor units and integration system of what is on site, Lighting and Power System, Auxiliary Works/ Network/ Cabling/ Data System, Fire Detection and Alarm System (Smoke Detector and Sprinkler Location Plan), CATV System, PA/BGM System (Acoustical Design and Sound System for Media Center, Conference and Meetings Rooms), Telephone System, Security/</p>	<p>Within Ten (10) Calendar Days from receipt of 1st Deliverables</p>	

CCTV System, Furnishings (Furniture Design, Cabinetries, Counters), and Specialty Works (Shades and Curtains, Signages, etc.) for Approval before Final Design.		
B. Detailed Design Phase		
4. Submission of Final Plans of Approved Preliminary Plan for Fit-Outs and Design for Architectural/Civil, Electro-Mechanical, Network/ Cabling, Fire Detection and Alarm System, Furnishings, Specialty Works including Working Drawings, Technical Specifications, Detailed Cost Estimates for permit purposes, wherever required, and Bid Documents.	Within Twenty (20) Calendar Days from receipt of NTP	
5. Approval of Final Plans duly signed and sealed by respective professionals for Fit-Outs and Design for Architectural/ Civil, Electro-Mechanical, Network/ Cabling, Fire Detection and Alarm System, Furnishings, Specialty Works including Working Drawings, Technical Specifications, Detailed Cost Estimates for permit purposes, wherever required, and	Within Twenty- Five (25) Calendar Days from receipt of NTP	
C. Contract Documentation Phase		
6. Preparation of documents required for progress reports and work accomplishment for billing purposes relative to the Project as well as contracts, sample approvals, variation reports, and other necessary documents for audit purposes until its completion and acceptance.	Continuous until completion of Project	

STAGE II - CONSTRUCTION OF FIT-OUT

Deliverables	Deadline/Timeline	
Mobilization and Site Preparation	Within Fourteen (14) Calendar Days after receipt of NTP	Within Total Project Timeline of Sixty (60) Calendar Days from receipt of NTP.
MECHANICAL WORKS	After Thirty (30) Calendar Days from receipt of NTP	
ELECTRICAL WORKS (Data Conduit)		
FIRE PROTECTION WORKS		
ARCHITECTURAL/CIVIL WORKS		
NETWORK/CABLING WORKS		
FURNITURES & SPECIALTY WORKS		
Testing and Commissioning, Punchlist and Rectification	Within five (5) days before the completion of the project	
Project Acceptance & Turn-over	Within Three (3) days after the completion of the project	

The date by which operating and maintenance manuals are required is ***five (5) days before the initial request for final inspection.***

The date by which “as built” drawings are required is ***three (3) days before the initial request for final inspection.***

A. DURATION OF CONTRACT

The Design and Build Scheme will cover Sixty (60) Calendar Days

1. The **Stage I – Design of Fit-out** shall be completed within Thirty (30) calendar days starting from receipt of the Notice to Proceed (NTP).
2. The **Stage II – Construction of Fit-out** shall be completed within Thirty (30) calendar days after completion of the first stage.

B. DESIGN AND BUILD SCHEME REQUIREMENTS

The Design and Build firm with experience in Design and Build of Fit-out particularly on Office Spaces with the following minimum qualifications:

- a. Must be operational and engaged as a Designer/Contractor of Office Fit-Out at least five (5) years;

- b. Must have satisfactorily completed a contract for a similar project with magnitude and complexity at least equivalent to the proposed project; and
- c. The contractor must likewise pass eligibility requirement under Section 24 of Republic Act 9184, otherwise known as the Government Procurement Reform Act and its Revised Implementing Rules and Regulations (IRR).

C. PERSONNEL QUALIFICATION REQUIREMENTS

As a minimum requirement, the Designer/Contractor shall provide licensed and professional personnel adequate technical experience in the design, implementation and supervision of contract works:

Professionals for the Stage I – Design of Fit-Out:

Key Position/s	Minimum Years of experience in such position	License/Certification Required
1. Principal Architect/Designer	Five (5) years	PRC and UAP (United Architects of the Philippines)
2. Project Manager/Coordinator	Three (3) years	PRC and UAP or PICE (United Architects of the Philippines; Philippine Institute of Civil Engineers)
3. Licensed Interior Designer	Three (3) years	PRC and PIID (Philippine Institute of Interior Design)
4. Licensed Civil Engineer	Three (3) years	PRC and PICE (Philippine Institute of Civil Engineers)
5. Professional Electrical Engineer	Three (3) years	PRC and IIEE (Institute of Integrated Electrical Engineers)
6. Electronics Engineers	Three (3) years	PRC and IECEP (Institute Electronics Engineers of the Philippines)
7. Network Engineer	Five (5) years	CCNA/CCNP or JNCDA/JNCDS (Cisco Certified Network Associate/Professional or Juniper Networks Certification Design Associate/ Data Center, Specialist)

8. CAD Draftsman	Proficient in CAD operations	Training Certificate
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Manpower for Stage II – Construction of Fit-Out:

1. Mechanical Works

<i>Key Positions</i>	<i>Minimum years of experience in such position</i>	<i>License/certification Required</i>
Mechanical Engineer	Three (3) years	PRC

2. Electrical Works

<i>Key Positions</i>	<i>Minimum years of experience in such position</i>	<i>License/certification Required</i>
Registered Electrical Engineer	Three (3) years	PRC and IIEE
Master Electrician	Three (3) years	PRC

3. Fire Protection Works

<i>Key Positions</i>	<i>Minimum years of experience in such position</i>	<i>License/certification Required</i>
Mechanical Engineer	Three (3) years	PRC

4. Architectural/Civil Works

<i>Key Positions</i>	<i>Minimum years of experience in such position</i>	<i>License/certification Required</i>
Architect/Civil Engineer	Three (3) years	PRC

5. Network/Electronics Works

<i>Key Positions</i>	<i>Minimum years of experience in such position</i>	<i>License/certification Required</i>
Electronics Engineer	Three (3) years	PRC

The Designer/Contractor shall provide additional personnel as may be required and pertinent to the accomplishment of the project in its entirety at no additional cost to the procuring Entity.

Except as otherwise agreed upon by the Procuring Entity, the personnel for the project shall consist of those indicated in the Work plan and List of Key Personnel submitted and no changes shall be made in the key staff. In the event any employee resigns, discharge or withdrawn, the Designer/Contractor shall provide suitable personnel of equivalent or better qualification acceptable to the Procuring Entity.

D. ESTIMATED BUDGET

1. Fee

For and in consideration of the faithful, satisfactory and full performance of all the works and requirements under that consulting services agreement, the Procuring entity agrees to pay the Designer/Contractor an amount not exceeding the Approved Budget contract (ABC) of **TWELVE MILLION PESOS (PhP12,000,000.00)** after observance of the required procedures in compliance with the Government Procurement Reform Act (RA 9184) and Government Accounting and Auditing Manual.

Total Approved budget of the Contract: **Twelve Million Pesos
(PhP 12,000,000.00)**

Breakdown:

- a. Design of Fit-Out Works (Stage I) : **One Million One Hundred Pesos
(PhP 1,100,000.00)**
- b. Construction of Fit-Out (Stage II) : **Ten Million Nine Hundred Pesos
(PhP 10,900,000.00)**

The aforesaid fee is inclusive of all applicable taxes, fees, and charges.

E. TERMS OF PAYMENT

The payment scheme below shall be observed in the processing of payment in favor of the Design and Build Scheme.

	Mode of Payment	Percentage
1	Down payment/Mobilization Fee	15%
2	Submission of Pre-Design Plans, Cost Estimates, Specifications, and other documents required.	15%
3	Submission of duly signed and sealed Final approved Plans, Cost Estimates, Specifications, and other documents required.	25%
4	Up to fifty percent (50%) Completion of Works per progress billing	20%

5	Up to Substantially completed works of ninety-five percent (95%) of Construction of essential MEFPS and other supporting Civil Works	15%
6	Retention Fee	10%
	TOTAL	100%

The following documents of the payment, the Designer/Contractor agrees and undertakes to execute and complete Design and Build Services and remedy any defects therein in conformity with the provisions of the Contract.

The Designer/contractor shall also undertake to pay taxes in full and on time and that failure to do so will entitle the government to suspend payment for any services delivered.

F. RESPONSIBILITIES OF THE DESIGNER/CONTRACTOR

STAGE I - DESIGN OF FIT-OUT

- 1) The Designer/Contractor shall undertake all works necessary for the Design and Construction of the proposed office fit-out project;
- 2) Conduct preliminary engineering studies and activities required for the A&E Design of the proposed fit-out of the project, in compliance with the provisions of relevant laws, ordinances, codes, rules and regulations;
- 3) Consult and verify with the Philippine Statistics Authority (PSA) to ascertain the requirements of the proposed project;
- 4) The Designer/contractor shall provide ten (10) complete sets (including one original) of the approved plans/drawings, specifications, and other tender documents normally required for purposes of bidding, permit application and building construction. However, when extra sets of plans/drawings are required, the cost of production shall be at the expense of the Procuring Entity. The Designer/Contractor

STAGE II - CONSTRUCTION OF FIT-OUT

- 1) The Designer/Contractor shall undertake all works necessary for the fit-out works of the proposed project;
- 2) Acquire all clearances and permits necessary for the Project by providing all documentary requirements without incurring required payments of fees to the Government or Agency of the Government.
- 3) The Designer/Contractor shall verify existing drawings/plans that were the basis for the conceptual design and shall make sure that all works conform to regulatory requirements.

The Designer/Contractor shall also assist the Procuring Entity in Post-Construction and monitor the such as but not limited to:

1. Preparation of checklist/punch-list of the defects/deficiencies and monitor the rectification works therefore;
2. Providing As-Built Plans duly signed and sealed by the concerned architect/engineers with his/her valid PRC license number, validity of license, and current PTR number affixed/stamped on every page/sheet of the documents of the following:
 - i. Mechanical Works
 - ii. Electrical Works
 - iii. Fire Protection Works
 - iv. Architectural/Civil Works
 - v. Network/Cabling Works
3. All As-Built Plans and Documents shall be delivered in sets as follows:
 - a. One (1) set original copies, 1:100m scale prepared in AutoCAD format, printed, plotted in A3 size paper;
 - b. Five (5) sets of copies for each plan (A3 paper);
 - c. Two (2) sets of soft copies of AutoCAD of plans/drawings and PDF format of cost estimates, specifications, PERT-CPM, S-Curve, Schedule of Timeline, and other related documents in flash drive storage device;
 - d. Other documents processed and issued in favor of the PSA during the construction periods (i.e. Inspection Reports, Variation Order, Sample Approvals, Building mechanical/Electrical Permits, Fire Safety Reports, Clearances and related documents.)
4. Consolidate project records and operating manuals and guides for easy reference.

E. PHILIPPINE CONTRACTORS' ACCREDITATION BOARD

Philippine Contractors Accreditation Board (PCAB) at least **License Category C & D, Size Range Small B**, License and Mayor's Permit is required.

F. PROVISIONS FOR STORAGE AND MATERIALS HANDLING

1. The Designer/Contractor shall store his materials, equipment's and tools in one place of the building. The area shall be coordinated with the BCom-TWG. It shall be kept neat and clean at all times. Any damage thereto to the surroundings area arising from any accident or damage shall be repaired and/or restored to its original condition.

2. Provisions for securing and safekeeping of stored materials, tools, and equipment's during the construction project shall be for the account of the Designer/Contractor.

G. CONTRACTORS EQUIPMENT

The Contractor shall submit equipment units which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be.

H. CLEARING OF THE SITE

The Designer/Contractor shall clean the whole area by removing debris, discards, and other construction wastes and leave the entire premises free from rubbish cause by their works to the satisfaction of PSA at no extra cost.

I. CONSTRUCTION SAFETY GUIDELINES FOR THE IMPLEMENTATION OF INFRASTRUCTURE PROJECTS DURING THE COVID-19 PUBLIC HEALTH CRISIS

The Designer/Contractor shall refer to the Department of Public Works and Highways (DPWH) Department Order 39/30, for the construction of Fit-out including the submission of the Project Execution Plan (PEP) of the same.

J. RESPONSIBILITIES OF THE PROCURING ENTITY

The Procuring Entity shall:

1. Provide full information as to the requirements of the project;
2. Designate representatives/authorized to represent the Procuring Entity, if the need arises; and
3. Evaluate documents submitted by the Designer/Contractor and render decisions to avoid delay in the progress of the Designer/Contractor work.

K. CONFIDENTIALITY

All relevant data such as maps, reports, plans, diagrams, designs, statistics, specifications, and other supporting records or materials prepared in the course of the design-and-build shall be the property of the Procuring entity and shall not be used by the Designer/Contractor without the prior written approval. Print and electronic copies of such documents shall be turned-over to the Procuring Entity.

In addition, all data and information related to the project shall be treated with strict confidentiality and in no instance shall they be released or revealed to a third party without written consent of the Procuring Entity.

L. INDEPENDENT CONTRACTOR

Nothing contained herein shall be construed as establishing or creating an employer-employee or principal-agent relationship, it being understood that the position of the Procuring Entity and Contractor is that of an independent Contractor.

M. INDEMNIFICATION

The Designer/Contractor shall hold the Procuring Entity free and harmless from all claims, liabilities, suits and actions, demands, or damages arising from death, loss, or injuries to persons, entities, or properties, in relation to the delivery of design and build scheme.

In addition, the Designer/Contractor agrees to protect and defend, at its own expense, the Procuring Entity against claims and liabilities arising from acts or omissions committed by the Contractor or its staff in the performance of the services including the use of copyrighted materials, patented inventions, articles or appliances, and indemnify the Procuring Entity for any damages or liabilities that the Procuring Entity may be compelled to assume arising from said acts or omissions.

N. CHANGES

The Procuring Entity may at any time, by written notice to Designer/Contractor, issue additional instructions, changes, or alterations to the work with no additional cost.

O. SUSPENSION AND TERMINATION OF AGREEMENT

In case of default, failure, or refusal on the part of the Designer/Contractor to perform the services in such manner consistent with the results herein contracted for, or non-compliance with the Terms of Reference, the Procuring Entity may issue a Notice of Suspension of Payment and suspend payment completely or in part.

In case any of the conditions as stated above, continue for a period of fourteen (14) days after the issuance of a notice of Suspension of Payment, the Procuring Entity may terminate the Design and Build Fit-Out Services.

In any event, the Procuring Entity may terminate the Design and Build Fit-out services upon thirty (3) days written notice to the Designer/Contractor.

P. LIQUIDATED DAMAGES

The Designer/Contractor binds itself to pay liquidated damages in case of any breach of the provisions of the Contract. The Designer/Contractor shall be charged liquidated damages equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity shall rescind the contract, without prejudice to other courses of action or other remedies open to it.

Q. WARRANTIES OF THE DESIGNER/CONTRACTOR

1. The Designer/Contractor warrants that it shall conform strictly with the terms and conditions of the Terms of Reference.
2. The Designer/Contractor warrants, represents and undertakes reliability of the service and that their manpower complement is hardworking, qualified, reliable and dedicated to do the service required to the satisfaction of the Procuring Entity. It shall employ highly skilled, well-behaved and honest employees with proper identification cards displayed conspicuously while working within the compound. It shall not obtain the services of any personnel of the Procuring Entity to work in any category.
3. The Designer/Contractor shall comply with the laws governing employee's compensation, PhilHealth, Social Security, labor standards and other laws, rules and regulations applicable to its personnel employed on account of the contracted services.
4. The Designer/Contractor, in the performance of its services, shall secure and maintain at its own expense all registration, licenses or permits required by national or local laws and shall comply with the rules, regulations and directives of regulatory authorities and commissions;
5. The Designer/Contractor, shall coordinate with authorized and/or designated personnel of the Procuring Entity in the performance of their services;
6. The Designer/Contractor shall be liable for loss, damage, or injury as may be due directly through the fault or negligence of its personnel. It shall assume responsibility, and the Procuring Entity shall be specifically released from any responsibility arising therein;
7. The Designer/Contractor shall comply with all the documentation to be required by the Commission on Audit (COA) even after completion of the Project at no additional cost to the Procuring Entity;
8. The Designer/Contractor shall neither assign, transfer, pledge, nor subcontract any part of or interest in the design-build contract; and

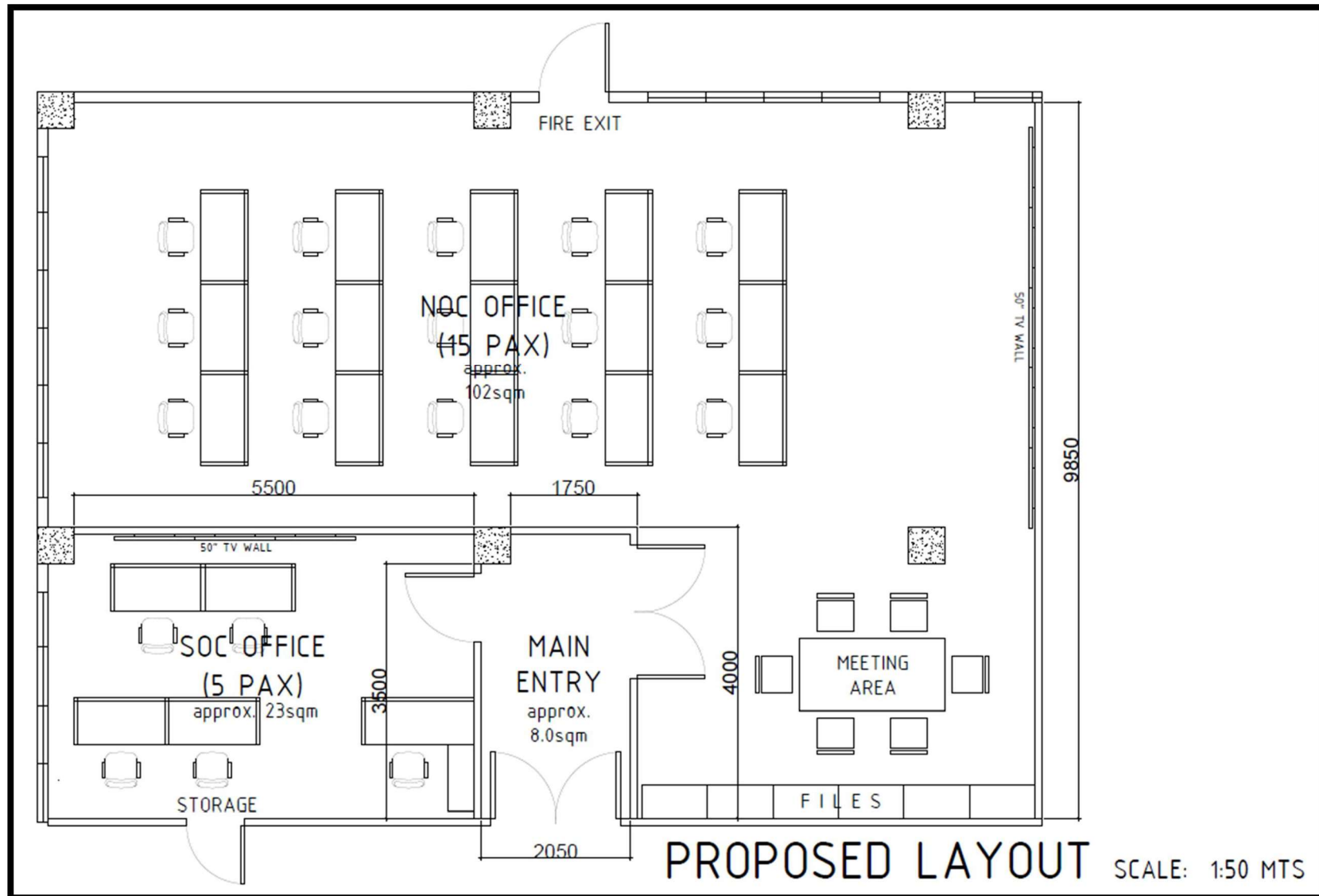
9. The Designer/Contractor who drew up the plans and specifications for a building shall be held liable for damages within fifteen (15) years for the design of the fit-out works they designed from the completion of the structure; the same should collapse by reason of a defect in those plans and specifications, or due to the defects in the ground.

R. PROJECT ACCEPTANCE AND TURNOVER

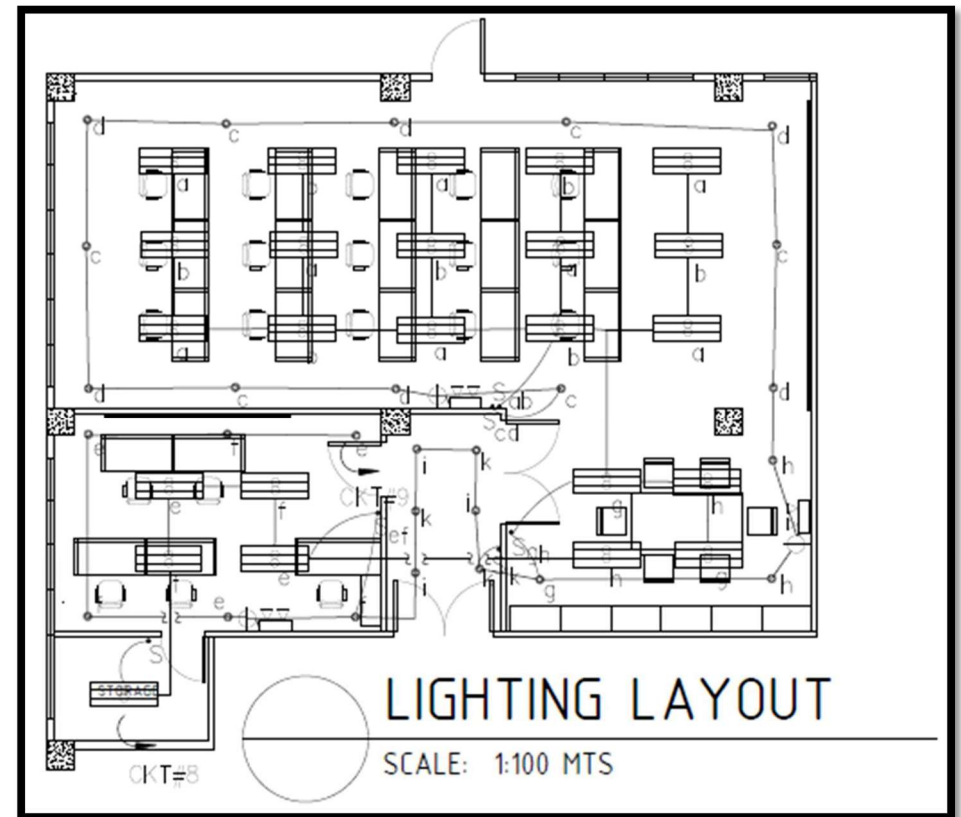
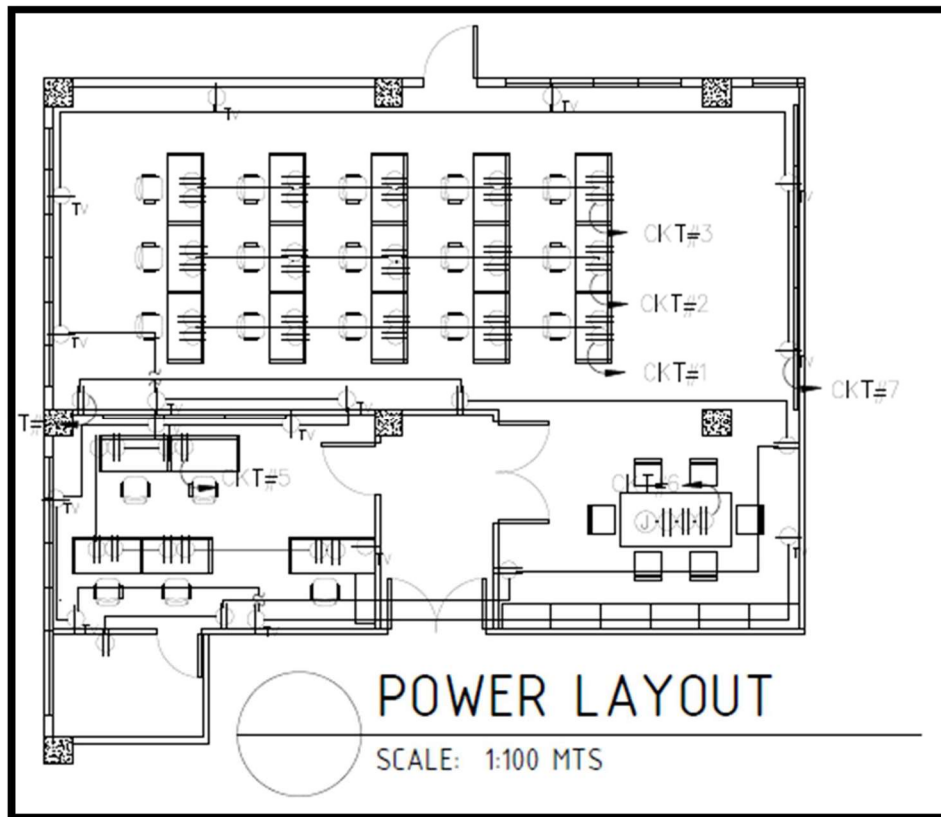
1. The Procuring Entity shall coordinate with BCom-TWG to ensure that the Designer/Contractor and its completed work is:
 - a) In accordance with the Construction Contract documents (plans and specifications) approved by the Procuring Entity.
 - b) Able to perform as expected and that the Design and Build Fit-Out services was properly constructed to allow successful testing, commissioning, and certification.
2. Should the Procuring Entity and BCom-TWG notice minor defects after completing the punch list, new items may be added to the list which the Designer/Contractor shall correct prior to final acceptance without cost to the Procuring Entity.
3. The Procuring Entity shall release the retention money upon Final Acceptance of the project.
4. The Warranty Security shall be returned after the completion of the construction of fit out one (1) year after the issuance of the Certificate of Final acceptance.

Section VII. Drawings

[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]



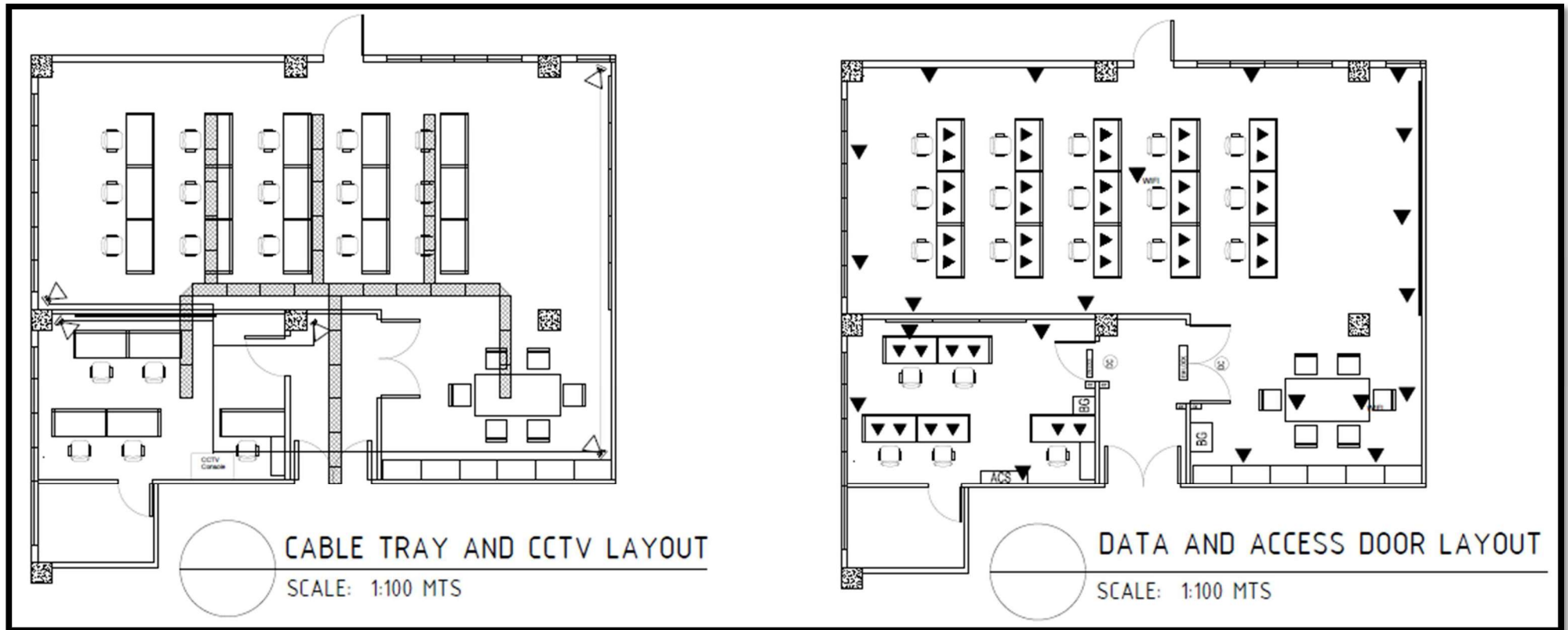
Location: 5th Floor – CVEA Building, PSA Complex, East Ave. Quezon City



LEGEND (ELECTRICAL) :

- PP —POWER PANEL
- LP —LIGHTING PANEL
- CIRCUIT HOMERUN
- ⊕ —CONVENIENCE OUTLET (C.O.)
- ⊕ —DUPLEX CONVENIENCE OUTLET
- 1.20 X 0.60 PANEL LIGHT
- —PINLIGHT
- ⊕ —EMERGENCY LIGHT W/ C.O.
- S —LIGHT SWITCH

Location: 5th Floor – CVEA Building, PSA Complex, East Ave. Quezon City



Location: 5th Floor – CVEA Building, PSA Complex, East Ave. Quezon City

LEGEND (AUXILIARY)			
ACS	ACCESS CONTROL PANEL	▼	DUPLEX DATA
BG	BREAK GLASS	▼ WIFI	SINGLE DATA W/ PROVISION FOR WIFI
R	CARD READER	▨	CABLE TRAY
DC	DOOR CONTACT	◀	CCTV
EMLOCK	ELECTRO-MAGNETIC LOCK	CCTV Console	CCTV CONSOLE

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

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

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

Daywork Schedule

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

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

Provisional Sums

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

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

Signature Box

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

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

SUMMARY OF COSTINGS

CONSULTANCY COST (Stage I – Design of Fit-out)		
I	DESIGN OF FIT-OUT	
	TOTAL AMOUNT (STAGE I)	
BILL OF QUANTITIES SUMMARY (Stage II – Construction of Fit-out)		
<i>Item</i>	<i>Description</i>	<i>Total Amount</i>
I	GENERAL REQUIREMENTS	
II	ELECTRICAL WORKS	
III	MECHANICAL WORKS	
IV	ELECTRONICS/AUXILIARY WORKS	
V	ARCHITECTURAL/CIVIL WORKS	
VI	FIRE PROTECTION WORKS	
VII	FURNITURE & SPECIALTY WORKS	
	TOTAL AMOUNT (STAGE II)	
	GRAND TOTAL	

Submitted by:

Authorized Representative (with signature)

Company

Date

GENERAL REQUIREMENTS (Bill of Quantities)

ITEM NO.	DESCRIPTION	% OF TOTAL	UNIT	QUANTITY	DIRECT COST	
					TOTAL	UNIT COST
PART I	FACILITIES FOR THE ENGINEER					
1.1	Provision for Field Office for Engineers (Rental Basis)					
PART II	OTHER GENERAL REQUIREMENTS					
2.1	Permits and Licenses					
2.2	Miscellaneous Survey and Staking					
2.3	Project Billboard / Signage					
2.4	Occupational Safety and Health Program					
2.5	Mobilization / Demobilization					
2.6	Board-up					
				TOTAL		

Submitted by:

Authorized Representative (with signature)

Company

Date

ARCHITECTURAL/CIVIL WORKS (Bill of Quantities)

ITEM NO.	DESCRIPTION	% OF TOTAL	UNIT	QUANTITY	DIRECT COST	
					TOTAL	UNIT COST
PART I	DRYWALL PARTITION					
1.1	Hardiflex (2.4mx1.2mx6mmthk)					
1.2	Blackscrew 1"					
1.3	Pan head 1"					
1.4	Metal Studs (32mm x 76mm, 0.5mm thickness)					
1.5	Metal Tracks (32mm x 76mm, 0.5mm thickness)					
PART II	PAINTING WORKS					
2.1	Sanding Paper Grit 200					
2.2	Sanding Paper Grit 400					
2.3	Sanding Paper Grit 800					
2.4	Sanding Paper Grit 1500					
2.5	Mesh Tape					
2.6	Paint Brush #4					
2.7	Paint Brush #7					
2.8	Paint Roller #7					
2.9	Paint Roller #9					
2.10	Flat Latex					
2.11	Semi-Gloss Latex					
PART III	CEILING WORKS					
3.1	Acoustic Ceiling Panel Fine Fissured (1200mmx600mm)					
3.2	Tee Runner (Main Tee, 24mm) - 3.6 meters					
3.3	Tee Runner (Cross Tee, 24mm) - 1.2 meters					

PART IV	DOORS & ACCESSORIES					
4.1	Flush Hollow Core Door w/ Viewing Panel (800mmWx2100mmH)					
4.2	Flush Hollow Core Door w/ Viewing Panel (1600mmWx2100mmH)					
4.3	Door Accessories					
				TOTAL		

Submitted by:

Authorized Representative (with signature)
Company
Date

ELECTRONICS WORKS (Bill of Quantities)

ITEM NO.	DESCRIPTION	% OF TOTAL	UNIT	QUANTITY	DIRECT COST	
					TOTAL	UNIT COST
PART I	Telecommunications Structured Cabling					
1.1	UTP Cable Cat6					
1.2	Information Outlet Cat6					
1.3	Simplex Faceplate (for wifi provision)					
1.4	Duplex Faceplate					
1.5	Cable Tray 400mm x 100mm					
1.6	PVC Conduit 3/4 Ø					
1.7	PVC Straight Connector 3/4 Ø					
1.8	PVC Elbow Connector 3/4 Ø					
1.9	Junction Box					
1.10	PVC Junction Box Connector 3/4 Ø					
1.11	Hanger and supports					
PART II	CCTV System					
2.1	Rack Mounted Storage with 10 Terrabyte SATA					
2.2	CCTV Camera					
2.3	Monitoring VMS Client Hardware					
2.4	UTP Cable Cat6					
2.5	PVC Conduit 3/4 Ø					
2.6	Junction Box					
PART III	Access Door					
3.1	Door Access Panel with Accessories					
3.2	Biometric					
3.3	Card Reader					
3.4	Break Glass					
3.5	Smart Card					
3.6	Electro-Magnetic Lock					
3.7	Door Contact with Alarm					
3.8	UTP Cable Cat6					
3.9	#16 TF Wire					
				TOTAL		

Submitted by:

Authorized Representative (with signature)

Company

Date

ELECTRICAL WORKS (Bill of Quantities)

ITEM NO.	DESCRIPTION	% OF TOTAL	UNIT	QUANTITY	DIRECT COST	
					TOTAL	UNIT COST
PART I	Power Supply (Main) (Including Fittings, Supports and Hangers and Consumables)					
1.1	Panel Board					
1.2	40mm dia. Conduit IMC					
1.3	38 mm ² THHN Stranded wire					
1.4	14 mm ² THHN Stranded wire					
1.5	Wire Gutter					
1.6	Cable tray/ Race way 300(W)x100(D)x2400(L)					
1.7	Cable Tray 100(W)x100(D)x2400(L)					
1.8	Entrance Cap					
1.9	Electrical Post					
PART II	Lighting and Power (Including Fittings, Supports and Hangers and Consumables)					
2.1	3.5 mm ² THHN Stranded wire					
2.2	Junction box (GI)					
2.3	Utility box (GI)					
2.4	Flexible Metal Conduit 15mm dia.					
2.5	15mm dia. Conduit IMC					
PART III	Wiring Devices (Including Fittings, Supports and Hangers and Consumables)					
3.1	Duplex Convenience Outlet					
3.2	Single Convenience Outlet					
3.3	Special Purpose Outlet					
3.4	2 gang Switch Outlet					
3.5	1 gang Switch Outlet					
PART IV	Lighting Fixtures (Including Fittings, Supports and Hangers and Consumables)					
4.1	Fluorescent fixtures with LED fluorescent lamp (2x36w)					
4.2	Recessed Down Light LED bulb					
4.3	Emergency Lights					

PART V	Mechanical Power Supply (Including Fittings, Supports and Hangers and Consumables)					
5.1	5.5 mm2 THHN stranded wire					
5.2	15mm dia. Conduit IMC					
PART VI	Back-up Power Supply (Including Fittings, Supports and Hangers and Consumables)					
6.1	Generator (outdoor and silent type) 50KVA, 230V, 60Hz, 3 Phase					
6.2	ATS (150A, 230v, 60hz, 3 phase)					
6.3	Generator enclosure and layout					
				TOTAL		

Submitted by:

Authorized Representative (with signature)

Company

Date

MECHANICAL WORKS (Bill of Quantities)

ITEM NO.	DESCRIPTION	% OF TOTAL	UNIT	QUANTITY	DIRECT COST	
					TOTAL	UNIT COST
PART I	Installation of Air-Conditioning Unit					
1.1	Supply and Installation of Air-Conditioning Unit, Floor Mounted Type, 3TR, 230V, Single Phase (Max. 30 meters length of Pipe)					
PART II	Copper Piping complete with Fittings and Rubber Insulation					
2.1	9.5 mm dia.					
2.2	15.9 mm dia.					
PART III	Electrical Components					
3.1	Circuit Breaker (Nema 3R)					
3.2	5.5 mm ² (THHN)					
3.3	1/2 Inch.Emt Pipe					
3.4	1/2 Inch Liquid Tight					
PART IV	Communication Components (From FCU to Thermostat)					
4.1	TF Wire (1.25)					
4.2	1/2 in.Emt Pipe					
PART V	Aircon Drain Line					
5.1	25 mm dia. Complete with elbow					
5.2	50 mm dia. Complete with elbow					
PART VI	Rubber Insulation					
6.1	25 mm dia x 25 mm thick x 3m					
6.2	50 mm dia x 25 thick x 3m					
				TOTAL		

Submitted by:

Authorized Representative (with signature)

Company

Date

FIRE PROTECTION WORKS (Bill of Quantities)

ITEM NO.	DESCRIPTION	% OF TOTAL	UNIT	QUANTITY	DIRECT COST	
					TOTAL	UNIT COST
PART I	SPRINKLER HEADS					
1.1	Pendent Type (Ordinary Rating)					
1.2	Sidewall Type (Ordinary Rating)					
PART II	B.I. PIPE SCHEDULE 40 X 6 METERS					
2.1	100mm dia. (Standpipe Risers)					
2.2	75mm dia. (Feedmain)					
2.3	65mm dia. (Crossmain)					
2.4	38mm dia. (FHC Branchline)					
2.5	32mm dia. (Branchline)					
2.6	25mm dia. (Branchline)					
PART III	PRE-ACTION SYSTEM					
3.1	PRE-ACTION SINGLE INTERLOCK SYSTEM - PNEUMATIC RELEASE 1" (25MM) & ACCESSORIES)					
PART IV	OTHERS					
4.1	Fire Extinguisher					
4.2	Valves, Fittings & Accessories					
				TOTAL		

FURNITURES AND SPECIALTY WORKS (Bill of Quantities)

ITEM NO.	DESCRIPTION	% OF TOTAL	UNIT	QUANTITY	DIRECT COST	
					TOTAL	UNIT COST
PART I	LOOSE FURNITURES					
1.1	Office Chair (Mesh Back w/ arm rest)					
1.2	Meeting Chair					
1.3	Meeting Table w/ cable box					
1.4	Metal Mobile Pedestal					
1.5	Office Tables with Low Partition					
1.6	Lateral Filing Cabinets (metal)					
				TOTAL		

DETAIL UNIT PRICE ANALYSIS (DUPA) TEMPLATE

Detail Unit Price Analysis					
Item No. / Descriptive :					
Unit of Measurement :					
Output / per hour :					
	Designation	No. of Person	No. of Hours	Hourly Rate	Amount
A	Labor				
Sub-Total for A					
	Name and Capacity	No. of Units	No. of Hours	Hourly Rate	Amount
B	Equipment				
Sub-total for B					
Total (A + B)					
Output / per Hour					
Direct Unit Cost (A + B)					
	Name and Specification	Quantity	Unit	Unit Cost	Amount
C	Materials				
Sub-total for C					
Direct Unit Cost (A + B) + C					
Overhead, Contingencies and Miscellaneous (OCM)					
Contractor's Profit					
Value Added Tax (VAT)					
Total Unit Cost					

Submitted by:

Authorized Representative (with signature)

Company

Date

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

NOTE: In the submission of bids, the first envelope (Technical Proposal) shall contain all the required documents for Infrastructure projects under Section 25.3(b) of the IRR of R.A. 9184, and the following additional documents

- Preliminary Conceptual Design Plans in accordance with the degree of details specified by the Procuring Entity;
 - Design Construction methods, and
 - Value Engineering analysis of design and construction methods
- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
 - ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
 - ☐ (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
 - ☐ (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
 - ☐ (j) Project Requirements, which shall include the following:
 - ☐ a. Organizational chart for the contract to be bid;
 - ☐ b. List of contractor’s key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the

contract to be bid, with their complete qualification and experience data;

- ☐ c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- ☐ (k) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (l) 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**
- ☐ (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- ☐ (n) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (o) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

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

