

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

CCP Library and Archives Renovation & Digital Hub Project (Re-bidding)

Cultural Center of the Philippines
Government of the Republic of the Philippines

**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.

**Invitation to Bid
No. 23-003**

CCP Library and Archives Renovation & Digital Hub Project (Re-bidding)

1. The *Cultural Center of the Philippines*, through the *Corporate Operating Budget of 2022* intends to apply the sum of ***Twenty Million Three Hundred Thousand Five Hundred Ninety Three Pesos and 62/100 (Php20,300,593.62)*** inclusive of Value Added Tax (VAT) being the Approved Budget for the Contract (ABC) to payments under the contract for ***CCP Library and Archives Renovation & Digital Hub Project***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Cultural Center of the Philippines* now invites bids for the above Procurement Project. The duration of the contract shall be One Hundred Eighty (180) days and shall be reckoned upon receipt of the Notice to Proceed. This duration excludes holidays or unworkable days due to disasters and severe weather conditions or similar extreme circumstances, as may be mutually agreed upon by CCP and the CONTRACTOR. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using 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 *Cultural Center of the Philippines* and inspect the Bidding Documents at the address given below from *Tuesday to Friday, 8:00AM - 5:00PM*.
5. A complete set of Bidding Documents may be acquired by interested bidders starting *November 30, 2023* from given address below and upon payment of a non-refundable fee for the bidding documents in the amount of Php25,000.00.
6. The *Cultural Center of the Philippines* will hold a Pre-Bid Conference¹ on ***December 7, 2023, 9:30AM*** at the ***CCP Annex Boardroom, CCP Complex, Roxas Boulevard, Pasay City***, which shall be open to all prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the ***CCP Annex Boardroom, CCP Complex, Roxas Boulevard, Pasay City*** on or before ***December 21, 2023, 9:30AM***. 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. Bid opening shall be on ***December 21, 2023, 9:30AM*** at the ***CCP Annex Boardroom, CCP Complex, Roxas Boulevard, Pasay City***. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Each bidder shall submit One (1) original copy and Three (3) duplicate copies of the first and second components of its bid, properly labeled with tab, and One (1) password protected electronic copy in PDF format in USB.
11. The *Cultural Center of the Philippines* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Regie Z. Profeta
BAC Secretariat
Procurement Management Division
Cultural Center of the Philippines
Admin and Finance Building, CCP Complex,
Roxas Boulevard, Pasay City
email: regie.profeta@culturalcenter.gov.ph
Tel no. 8851-0031
Fax no. 8832-5072
Mobile no. 0908-6789201

13. You may visit the following website:

For downloading of Bidding Documents:
<https://culturalcenter.gov.ph/opportunities>

[November 28, 2023]

EUGENE A. DELOS SANTOS
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *Cultural Center of the Philippines* invites Bids for the ***CCP Library and Archives Renovation & Digital Hub Project***, with Invitation to Bid number *23-001*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2022 in the amount of ***Twenty Million Three Hundred Thousand Five Hundred Ninety Three Pesos and 62/100 (Php20,300,593.62)*** inclusive of Value Added Tax (VAT)

2.2. The source of funding is:

GOCC Corporate Operating Budget.

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.

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 and either at its physical address CCP Annex Boardroom, CCP Complex Roxas Boulevard, Pasay City as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must

be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

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

- a. Philippine 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**.
- 15.2. The Bid and bid security shall be valid until *April 18, 2024*. 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 (1) original copy and Three (3) duplicate copies of the first and second components of its bid, properly labeled with tab, and One (1) password protected electronic copy in PDF format in USB.

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the

lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 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>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p style="text-align: center;"><i>1. Structural works, Architectural works, Mechanical works, Electrical works, Sanitary & plumbing works, A/C & Ventilation works, and Landscaping works</i></p> <p><i>The bidder should have at least one (1) similar project with corresponding "Certificate of Completion" from the client.</i></p>												
7.1	<i>Subcontracting is not allowed</i>												
10.3	<i>A Building Permit must be secured from the Building Official of the City of Pasay and submitted to the Maintenance and Engineering Services Division (MESD) of Cultural Center of the Philippines (CCP) prior to the start of the project. All permits and corresponding fees as may be assessed by the local government unit/regulating agencies shall be on the account of the CONTRACTOR.</i>												
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Key Personnel</th> <th style="text-align: center;">General Experience</th> <th style="text-align: center;">Relevant Experience</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;">One (1) Project Director / Project Manager</td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • Graduate in relevant course (Engineering/Architecture) • Must be a Licensed Professional Architect or Engineer </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • Experience in managing and supervising construction/infrastructure rehabilitation project • 5 years' experience as a Project Director/Project Manager • At least 10 years overall experience in construction </td> </tr> <tr> <td style="vertical-align: top;">One (1) Safety Officer (SO2)</td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • Graduate in any relevant course/program • Must have undergone COSH / BOSH training with updated license • Must be a DOLE Accredited Safety Practitioner </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • Experience in infrastructure rehabilitation projects. • Experience in construction safety • At least 3 years' experience as safety officer. </td> </tr> <tr> <td style="vertical-align: top;">One (1) Civil / Structural Engineer</td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • Graduate in Civil / Structural Engineering • Must be a licensed Civil / Structural Engineer </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • Experience in infrastructure rehabilitation projects. • Experience in Interior Fit-out Works and Landscaping • Experience in monitoring and supervision of civil and/or architectural work. • At least 5 years' experience in construction • May also act as the Sanitary/Plumbing in- </td> </tr> </tbody> </table>	Key Personnel	General Experience	Relevant Experience	One (1) Project Director / Project Manager	<ul style="list-style-type: none"> • Graduate in relevant course (Engineering/Architecture) • Must be a Licensed Professional Architect or Engineer 	<ul style="list-style-type: none"> • Experience in managing and supervising construction/infrastructure rehabilitation project • 5 years' experience as a Project Director/Project Manager • At least 10 years overall experience in construction 	One (1) Safety Officer (SO2)	<ul style="list-style-type: none"> • Graduate in any relevant course/program • Must have undergone COSH / BOSH training with updated license • Must be a DOLE Accredited Safety Practitioner 	<ul style="list-style-type: none"> • Experience in infrastructure rehabilitation projects. • Experience in construction safety • At least 3 years' experience as safety officer. 	One (1) Civil / Structural Engineer	<ul style="list-style-type: none"> • Graduate in Civil / Structural Engineering • Must be a licensed Civil / Structural Engineer 	<ul style="list-style-type: none"> • Experience in infrastructure rehabilitation projects. • Experience in Interior Fit-out Works and Landscaping • Experience in monitoring and supervision of civil and/or architectural work. • At least 5 years' experience in construction • May also act as the Sanitary/Plumbing in-
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One (1) Safety Officer (SO2)	<ul style="list-style-type: none"> • Graduate in any relevant course/program • Must have undergone COSH / BOSH training with updated license • Must be a DOLE Accredited Safety Practitioner 	<ul style="list-style-type: none"> • Experience in infrastructure rehabilitation projects. • Experience in construction safety • At least 3 years' experience as safety officer. 											
One (1) Civil / Structural Engineer	<ul style="list-style-type: none"> • Graduate in Civil / Structural Engineering • Must be a licensed Civil / Structural Engineer 	<ul style="list-style-type: none"> • Experience in infrastructure rehabilitation projects. • Experience in Interior Fit-out Works and Landscaping • Experience in monitoring and supervision of civil and/or architectural work. • At least 5 years' experience in construction • May also act as the Sanitary/Plumbing in- 											

	<p>charge as long as they have a Master Plumber License</p> <p>One (1) Mechanical Engineer</p> <ul style="list-style-type: none"> • Graduate in Mechanical Engineering • Must be a licensed Mechanical Engineer (PME or RME) <p>One (1) Sanitary Engineer/Master Plumber</p> <ul style="list-style-type: none"> • Graduate in relevant course (Civil/Mechanical Engineering) • Must be licensed Sanitary Engineer or Master Plumber <p>One (1) Electrical Engineer</p> <ul style="list-style-type: none"> • Graduate in Electrical Engineer • Must be licensed Electrical Engineer (PEE or REE) <p>One (1) Admin Staff</p> <ul style="list-style-type: none"> • Bachelor's degree in any related course • May also take on the role of Foreman 	<ul style="list-style-type: none"> • Experience in infrastructure rehabilitation projects. • Experience in monitoring and supervision of mechanical works • At least 5 years o experience in construction. • Experience in infrastructure rehabilitation projects. • Experience in monitoring and supervision of sanitary and plumbing works. • At least 5 years o experience in construction. • Experience in infrastructure rehabilitation projects. • Experience in monitoring and supervision of electrical works • At least 5 experience in construction • Preferably with at least 2 year of Administrative experience in construction industry.
10.5	The minimum major equipment requirements are the following: All equipment's necessary for the completion of the project.	
12	No further instructions.	
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:	
	<p>a. The amount of not less than <i>Four Hundred Six Thousand Two Hundred Forty Pesos and 00/100 (Php406,240.00)</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <i>One Million Fifteen Thousand Six Hundred Pesos and 00/100 (Php1,015,600.00)</i> if bid security is in Surety Bond.</p>	
19.2	Partial bids are not allowed	
20	<i>The construction works shall conform to the requirements of the National Building Code, National Structural Code of the Philippines, Philippine Electrical Code or PSA Code, Philippine Mechanical Engineering Code or PME Code, Fire Code of the Philippines, National Fire Protection Association</i>	

	<p><i>(NFPA), American Society for Testing Materials (ASTM), Code of Professional Practice, and other pertinent practices, codes in the Philippines as well as the local rules, regulations and ordinances of the City Government and must be acceptable to the CCP. Workmanship for fire protection shall be on high quality, conforming to standard practice as stipulated by NFPA and ASTM.</i></p>
21	<p>The bidder must have the following additional documentary requirements, to be included in their Bid Tender:</p> <ol style="list-style-type: none"> 1. Proposed Organizational Chart for the contract to be bid. 2. Proposed PERT-CPM. 3. Project execution plan 4. Sworn Statement or affidavit certifying the Professional and Technical Personnel who will assigned in the project supported with their curriculum Vitae using the standard form number SF-INFR-47 (please see attached sample form) 5. Valid Certificate of Site Inspection from the end-user. 6. Complete set of brochures and catalogues of the proposed equipment plan and other accessories for civil, electrical, mechanical fire protection, and sanitaty/plumbing installations indicating the detailed manufacturer's data, technical specifications, brand, model, and other important information. <p>The equipment and materials shall include the following:</p> <ul style="list-style-type: none"> • Please refer to the attached Bill of Quantities <p>All other equipment's and other materials not mentioned above which are necessary for the projects shall be submitted to the Project Engineer\s and subject to prior approval before the installation or application during the implementation phase of the project.</p>

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	No further instruction
4.1	No further instruction
6	No further instruction
7.2	The CONTRACTOR shall guarantee its works for a five (5) year warranty period for structural works and two (2) years for equipment from the date of completion and acceptance at no additional cost to CCP. The CONTRACTOR shall repair any defects of which they are notified during that period which may appear because of faulty workmanship or materials furnished under the specifications. All replacement units or parts shall be the same quality, standard and specification.
10	Dayworks are applicable at the rate shown in Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work and to the Procuring Entity's Representative within <i>five (5) calendar days</i> upon receipt of Notice to Proceed.
11.2	The amount to be withheld for late submission of an updated Program of Work is (1/10 th of 1%) one tenth of one percent of the total contract price every calendar day of delay
13	Upon receipt of the written request of the CONTRACTOR which shall be submitted as a contract document, the CCP make an advance payment to the CONTARCTOR in an amount not exceeding fifteen percent (15%) of the total contract price.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment
15.1	The operating and maintenance manuals and As-built drawing shall be submitted within thirty (30) calendar days upon completion of the project.
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 equivalent to One tenth of one percent (1/10 th of 1%) of the total Contract Price for every calendar day of delay to be deducted from the final billing.

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.

TECHNICAL SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE
<p>I. ELIGIBILITY OF THE CONTRACTOR/BIDDER</p> <ul style="list-style-type: none"> a. The CONTRACTOR shall be qualified per Republic Act (RA) No. 9184, or the “Government Procurement Reform Act.” b. The CONTRACTOR should have been in legal operation in the field of General Engineering, particularly for building construction, for at least five (5) years and with Valid Philippine Contractors Accreditation Board (PCAB) License at least Size Range: Small B, License Category: C & D (General Contractor) c. The CONTRACTOR should have its own component professionals, experts, and skilled workmen or technical personnel who shall be responsible for the execution of the project. d. The CONTRACTOR should have at least one similar completed project with the corresponding “Certificate of Completion” from the client. Preferably a cultural/institutional structure with the exact scope of works for the engineering upgrading and architectural renovation of an existing building. e. Before bidding, the CONTRACTOR must conduct an Ocular Inspection/Site Inspection to determine building and site conditions. In addition, the CONTRACTOR shall familiarize itself with the existing site conditions and means of access and consider any features that may affect the tender. f. The CONTRACTOR must have the following additional documentary requirements to be included in the Bid Tender: <ul style="list-style-type: none"> i. Proposed organizational chart for the project ii. Proposed PERT-CPM iii. Project execution plan iv. Sworn statement or affidavit certifying the Professionals and Technical Personnel who will be assigned to the project and supported with their curricula vitae v. Valid Certificate of Site Inspection from the End-user, and vi. Complete set of brochures and catalogs per the proposed equipment plan and other accessories for civil, electrical, mechanical fire protection, and sanitary/plumbing installations indicating the detailed manufacturer’s data, technical specifications, brand, model, and other important information. g. The CONTRACTOR shall be responsible for the proper coordination with the Project Manager and the End-user. 	
<p>1. SCOPE OF THE PROJECT</p> <ul style="list-style-type: none"> a. The scope of the project will cover the supply of labor, materials, tools and equipment, and general supervision for the following works: <ul style="list-style-type: none"> i. General construction works 	

- ii. Fit-out works
- iii. Electrical works
- iv. Sanitary and plumbing works
- v. A/C and ventilation works
- vi. Fire protection works
- vii. Supply and installation of floor and wall tiles
- viii. Structured cabling
- ix. CCTV
- x. Supply and installation of furniture and fixtures
- xi. Supply and installation of library appliances
- xii. Other works as specified on plans

b. The general scope of the project also includes the following, but not limited to:

i. Provision of the standard general requirements for the construction:

- 1. Mobilization and demobilization
- 2. Bonds and insurances
- 3. Permits and licenses
- 4. Temporary facilities/utilities
- 5. Occupational safety
- 6. As-built plans
- 7. Clearing, cleaning and hauling of debris
- 8. Handling of materials
- 9. Site security
- 10. Environmental compliance certification, and
- 11. Safety requirements for pre-mobilization (COVID health guidelines) and during construction as mandated by DOLE, DPWH, and DOH.

ii. Structural works

- 1. Retrofitting of steel truss to give way to the new ceiling design

iii. Architectural works

- 1. Supply and installation of drywalls and ceilings
- 2. Supply and installation of homogenous floor and wall tiles
- 3. Supply and installation of glass partitions
- 4. Supply and installation of wall papers
- 5. Supply and installation of light fixtures
- 6. Supply and installation of toilet fixtures
- 7. Supply and installation of doors and hardware
- 8. Supply and installation of furniture
- 9. Supply and installation of appliances
- 10. Supply and installation of computers
- 11. Other related works as specified on the plans

iv. Fire protection system

- 1. Clean agent fire protection system
- 2. Supply of fire extinguishers
- 3. Other related works as specified on the plans

v. Plumbing works

- 1. New piping system
- 2. New water supply system
- 3. New valves and water control
- 4. New sewer and vent lines
- 5. New storm drainage lines

<ul style="list-style-type: none"> 6. New plumbing fixtures, and 7. Other related works as specified on the plans <p>vi. Heating, ventilation, and air-conditioning system</p> <ul style="list-style-type: none"> 1. Air-conditioning equipment <ul style="list-style-type: none"> a. Multi-split type air-con – outdoor inverter b. Variable refrigerant flow – outdoor units c. Variable refrigerant flow – fan coil units (ducted) d. Water cooler chillers e. Air handling units – chilled water f. Variable frequency drive – air handling units, and fan coil units – chilled water g. Dehumidifiers (to be included) 2. Ventilation equipment <ul style="list-style-type: none"> a. Exhaust fan b. Smoke extraction fan 3. Air-conditioning piping works 4. Ducting works 5. Louvers, grilles, and diffusers 6. Other related works as specified on the plans <p>vii. Electrical and auxiliary works</p> <ul style="list-style-type: none"> 1. Roughing-ins 2. Wires and cables 3. Lighting devices 4. Communications – telephone and data structured cabling 5. Communications – public address and background music 6. Electronic safety and security – video surveillance 7. Fire detection and alarm system 8. Inter-communications 9. Other related works as specified on the plans. 	
<p>2. DURATION OF THE CONTRACT</p> <ul style="list-style-type: none"> a. The duration of the Contract will be based on the approved methodology. Before the award, the agreed phasing and its schedule will be approved. However, a maximum of 180 calendar days is identified and shall be reckoned from the start date of the works. This duration excludes any severe weather conditions or similar extreme circumstances, as may be mutually agreed upon by the Project Manager, the End-user, and the CONTRACTOR. The start date is upon the receipt of Notice to Proceed by the CONTRACTOR upon the effectivity date of the Contract. 	
<p>3. GENERAL CONDITIONS</p> <ul style="list-style-type: none"> a. A Building Permit must be secured from the Building Official of the City of Pasay and submitted to the CCP Administrative Department (CCP Admin) prior to the start of the project. All permits and corresponding fees as may be assessed by the local government unit/regulating agencies shall be on the account of the CONTRACTOR. b. The rights and obligations of the CONTRACTOR and the End-user in the Contract shall be based on the General Conditions 	

of the Contract (GCC), Special Conditions of the Contract (SCC), and Annex “E” of the 2016 Revised IRR of R.A. 9814 for the procurement of infrastructure projects.

- c. The CONTRACTOR shall submit the Program of Work to the Project Manager and/or its representative within five (5) days of delivery of the Notice of Award. Thereafter, the final duration of the project will be determined.
- d. The project implementation shall be based on the Design Plans and Drawings (Annex “A”) and Design Parameters or Specifications (Annex “B”) for Architectural, Civil/Structural, Electrical, Sanitary/Plumbing, and Mechanical and Fire Protection, which shall govern the methods of construction and the kind of materials to be used for the proposed project shown in the plans and detailed drawings.
 - i. Design Plans and Drawings
 - 1. Annex A.1 – Structural Plan
 - 2. Annex A.2 – Architectural Plan
 - 3. Annex A.3 – Electronics and Communications Plan
 - 4. Annex A.4 – Electrical Plan
 - 5. Annex A.5 – Mechanical Plan
 - 6. Annex A.6 – Fire Protection Plan
 - 7. Annex A.7 – Sanitary/Plumbing Plan
 - ii. Design Parameters or Specifications
 - 1. Annex B.1 – Structural Plan
 - 2. Annex B.2 – Architectural Plan
 - 3. Annex B.3 – Electronics and Communications Plan
 - 4. Annex B.4 – Electrical Plan
 - 5. Annex B.5 – Mechanical Plan
 - 6. Annex B.6 – Fire Protection Plan
 - 7. Annex B.7 – Sanitary/Plumbing Plan
- e. The Bid Price shall be based on the Itemized Bill of Quantities (BOQ) attached as Annex “C”. It shall conform to the following conditions:
 - i. The items, descriptions and quantities indicated under the first three columns of the BOQ only guide the bidder interpreting the plans and technical specifications. The CCP BAC, TWG, and the End-user are not responsible for any mistake, inaccuracy, duplication or omission in the list of BOQ which shall never be a basis for additions or deletions for the scope of work. Only the entries of the Bidder under the last three columns consisting of his own take off quantities from the plans and technical specification and his unit cost and corresponding sums shall be considered.
 - ii. The BOQ prepared by the Bidder cannot be used as a basis for claims for any extra work. They are used solely by the CCP BAC and TWG as aid in judging responsiveness of the bid.
 - iii. The unit and total bid process must include all direct and indirect cost/expenses such as overhead, contingencies and miscellaneous (OCM) profit, plus the corresponding value added tax and other obligations in any kind under the contract which must be borne by the CONTRACTOR since they are necessary to install,

<p style="text-align: center;">construct, and complete the whole of the contract in accordance with the bid documents.</p> <p>f. The plans, detailed drawings, specifications, detailed BOQ, Terms of Reference, Contract Agreement, and other Bid Documents shall be considered as complementing each other, so that what is mentioned or shown in one, although not mentioned in the other, shall be considered as appearing on both. In case of conflict between the two, the same should be referred to the Project Manager for resolution with the approval of the Head of the Procuring Entity (HOPE) of the CCP.</p> <p>g. The construction shall be an industry standard approved workmanship to the satisfaction of the End-user.</p> <p style="padding-left: 40px;">i. The construction works shall conform to the requirements of the National Building Code, National Structural Code of the Philippines, Philippines Electrical Code or PSA Code, Philippine Mechanical Engineering Code or PME Code, Fire Code of the Philippines, National Fire Protection Association (NFPA), American Society for Testing Materials (ASTM) Code of Professional Practice, and other related pertinent practices and codes in the Philippines as well as the local rules, regulations, and ordinances of the City Government and must be acceptable to the End-user.</p>	
<p>4. SCOPE OF WORKS</p> <p>a. Work/Operation Plan</p> <p style="padding-left: 40px;">i. The CONTRACTOR shall submit a detailed work schedule that will comply on completion date given by the Project Manager and the End-user.</p> <p style="padding-left: 40px;">ii. The CONTRACTOR shall submit a Project Program of Work and PERT-CPM consisting of the specific work activities within five (5) calendar days upon receipt of Notice to Proceed. The CONTRACTOR shall also submit a safety plan, list of tools and equipment, project organizational chart and list of all personnel involved in the implementation of the project prior to the commencement of work.</p> <p style="padding-left: 40px;">iii. The CONTRACTOR shall submit to the Project Manager for approval an updated Program of Work at intervals within thirty (30) calendar days. If the CONTRACTOR failed to comply, the Project Manager may withhold the rate stated in the Liquidated Damages per day of delay from the next payment certificate and continue to withhold this amount until the next payment on the day after the submission of the Program of Work.</p> <p style="padding-left: 40px;">iv. The CONTRACTOR shall be responsible for providing complete professional services for all aspects and other support services necessary for the implementation of the complete construction of the proposed project, including the data collection and field investigation to determine actual site conditions, specifically the preservation of existing trees and civil structure, if any.</p>	

b. Construction Phase

- i. The CONTRACTOR shall prepare, secure, submit, process all necessary documents (permits, security clearances, plans, etc.) and payment of all assessed fees and other incidental expenses related thereto as may be required by the Local Government Unit and other Regulating Agencies.
- ii. The CONTRACTOR shall undertake the upgrading and replacement of the building's mechanical, electrical, plumbing and fire protection system, retrofitting of structural members and architectural renovation of the designated area at the CCP Annex Building its required infrastructures and appurtenances in accordance with the approved plans (Annex "A"), shop drawings, and technical specifications (Annex "B").
- iii. The CONTRACTOR shall designate one (1) Project Director, one (1) Project Engineer, two (2) Safety Officers 2 (SO2), two (2) Civil/Structural Engineers, two (2) Mechanical Engineers, two (2) Sanitary Engineers, two (2) Electrical Engineers, and a whole administration department with at least four (4) staff who shall work full time during the construction period/duration of the contract based on the PERT-CPM. The Project Director shall be the overall in charge of the project and shall perform the following duties but not limited to:
 1. Ensure compliance of the project as per the Contract Agreement;
 2. Regularly coordinate with the Project Manager regarding the implementation of the project and the status of the phasing agreement;
 3. Ensure the proper closure of a floor/office/room as well as the turnover of such to the End-user;
 4. Take charge on the scheduling, overseeing, and monitoring the day to day construction works;
 5. Ensure that all workmen are wearing with their Personal Protective Equipment (PPE), Company Identification, and uniform during day works;
 6. Coordinate, address, and resolve all concerns relative to the project and related services as may be required by LGU and other regulating agencies;
 7. Prepare daily activity reports, weekly and monthly accomplishment reports supported with progress photographs and S-curves to monitor actual progress status report and to be used as basis for progress billing; and
 8. Conduct a weekly status construction coordination meeting with the Project Manager, the End-user, and the CCP Engineering during which a weekly progress report on all activities for the previous week are submitted.
- iv. The CONTRACTOR shall provide all the necessary safety enclosures or coverings such as metal sheet board up, shielding and nets, warning devices, and safety signage upon the start of the project to ensure protection of the general public, preservation of

damage to properties due to falling debris, paint droplets, or spillage of painting materials. When necessary, the CONTRACTOR shall provide mechanical blowers to collect dust during surface preparation and other required equipment to make sure that the operations of the adjacent structure will not be affected due to the construction works.

- v. The CONTRACTOR shall store their materials, equipment and tools in one place of the building. The area shall be coordinated with the Project Manager and the End-user. It shall be kept neat and clean at all times. Any damage thereto or to the surrounding area arising from any accident and alike shall be repaired and restored to its original condition. Likewise, extra care shall be taken in storage of hazardous chemicals in order to avoid accidents, explosions, or fires. Oily rags, solvent-soaked foams, paint brushes and rollers shall be kept in metal containers tightly sealed and shall be cleaned and removed from the job site at the end of every working day.
 - a. Provisions for securing and safekeeping the stored materials, tools, and equipment during the construction project shall be for the account of the CONTRACTOR.
- vi. The CONTRACTOR shall conduct in-house familiarization workshops on design, installation, testing, commissioning, and maintenance of all equipment and installation at no additional cost to CCP within thirty (30) calendar days from the acceptance of this project.
- vii. The CONTRACTOR shall be responsible for the hauling and disposal of debris and other construction wastes outside of the CCP Complex. The CONTRACTOR also shall clean the entire area including debris, discards, paint spots, excesses, and spillage and shall leave the entire premises free from rubbish caused by their work to the satisfaction of CCP at no extra cost. Hazardous waste shall be coordinated with CCP Pollution Control Officer (PCO) for proper disposal.
- viii. The CONTRACTOR shall provide all other works and materials not included in the Terms of Reference but are essential for the satisfactory completion of the project at no additional cost to CCP.
- ix. The electric and water consumption of the barracks for the duration of the contract shall for the account of the CONTRACTOR.
- x. Once the project reaches an accomplishment of ninety-five (95%) of the total contract amount, CCP shall conduct preliminary inspection and submit a punch-list to the contractor in preparation for the final turnover. Said punch-list will contain, among others, the remaining works, work deficiencies for necessary

<p>corrections, and the specific duration and time to fully complete the project considering the approved remaining contract time.</p> <ul style="list-style-type: none"> a. Final inspection with the Project Manager will be done upon submission of Notice of Inspection/Turnover and Completion Reports by the CONTRACTOR. All defective works which may be found during the inspection must be corrected immediately to the satisfaction of the End-user. <p>c. Post Construction Documentation</p> <ul style="list-style-type: none"> i. The CONTRACTOR shall submit the following project documentations within thirty (30) calendar days from the completion of the project. ii. As-built Plans duly signed and dry-sealed by the concerned Architects and Engineers with their valid registrations or professional license numbers, date of registration and current PTR numbers affixed or stamped on every page or sheet of the Architectural, Structural, Electrical, Sanitary and Plumbing, Mechanical and Fire Protections, and other relative plans. <p>1. All Plans and Documents shall be delivered in sets as follow:</p> <ul style="list-style-type: none"> i. One (1) set original copies, scaled 1:100 meter prepared in AutoCAD format, printed in Mylar sepia; ii. Five (5) sets blueprint copies of each plan; iii. Two (2) sets soft copies in a flash drive; iv. Certificate of Occupancy (Building) with the corresponding Certificate of Electrical Inspection and Fire Safety Inspection Certificate; v. Certificate of Warranty to cover the “Defects Liability Period” of the Contractor. Form of warranty shall be in accordance with the provisions of the Revised IRR of RA 9184, otherwise known as the Government Procurement Act; vi. Operation and Maintenance Manual of all installed equipment in clear concise English (ventilation, fire equipment, compressor, water pumps, etc.); and vii. Other documents processed and issued in favor of the CCP during the construction period (i.e., Inspection Reports, Building Permits, Official Receipts, and other related documents not stated in Section 6.3.2.) 	
<p>5. LIQUIDATED DAMAGES</p> <ul style="list-style-type: none"> a. Consistent with Annex “E” of the Revised IRR of RA 9184, the following will form part of the contract: <ul style="list-style-type: none"> i. The CONTRACTOR shall pay liquidated damages to CCP for each day that the Completion Date is later than the Intended Completion Date or Duration of the Project. The applicable liquidated damage is at least one-tenth (1/10) of one percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. CCP may deduct the liquidated damages from payments due to the CONTRACTOR. Payment of liquidated damages 	

shall not affect the CONTRACTOR's liabilities. Once the cumulative amount of liquidated damage reaches ten percent (10%) of the amount of this Contract, CCP may rescind or terminate this Contract, without prejudice to other courses of action and remedies available under the circumstances.

- ii. If the Intended Completion Date or Duration of the Project is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the CONTRACTOR by adjusting the next payment certificate.
- iii. It is understood that the damages herein provided are fixed and agreed liquidated damages and that to be entitled to such damages, CCP shall not be required to prove that it has incurred actual damages. In case CCP becomes entitled to the liquidated damages provided herein, it shall be authorized to deduct the amount of such liquidated damages from any money due or which may become due to the CONTRACTOR including the Performance Bond.
- iv. In no case, however, shall the total sum of liquidated damages exceed ten percent (10%) of the total Contract Price, in which event the Contract shall automatically be taken over by CCP or award the same to a qualified contractor through negotiation and the erring CONTRACTOR's performance security shall be forfeited. The amount of the forfeited performance security shall be separate from the amount of the liquidated damages that the CONTRACTOR shall pay the government under the provision of this clause and impose other appropriate sanctions.

b. CCP shall also maintain a Service Level Agreement (SLA) with the CONTRACTOR as part of the liquidated damages for their non-compliance of the following:

Components	Description	Liquidated Damages
Project Work Plan and Detailed Phasing, Relocation and Renovation Plan	The CONTRACTOR shall submit a work plan consisting of the specific work activities	One tenth of one percent (1/10 th of 1%) of the total Contract Price for every calendar day of delay.
One (1) Project Director or Project Manager, and one	The CONTRACTOR shall designate one (1) Project	One tenth of one percent (1/10 th of

(1) Safety Officer 2 (SO2)	Director, one (1) Project Engineer, and two (2) Safety Officer 2 (SO2) who shall work full time during the construction period or duration of the contract	1%) of the labor cost for every day of absence.
One (1) Civil/Structural Engineer (CE/SE)	The CONTRACTOR shall designate two (2) Civil/Structural Engineers who shall work full time during the construction period or duration of the contract	One tenth of one percent (1/10 th of 1%) of the labor cost for every day of absence.
One (1) Mechanical Engineer (RME or PME)	The CONTRACTOR shall designate two (2) Mechanical Engineers who shall work full time during the mechanical construction or installation	One tenth of one percent (1/10 th of 1%) of the labor cost for every day of absence.
One (1) Sanitary Engineer and/or Master Plumber	The CONTRACTOR shall designate two (2) Sanitary Engineers who shall work full time during the sanitary and plumbing construction or installation	One tenth of one percent (1/10 th of 1%) of the labor cost for every day of absence.
One (1) Electrical Engineer (PEE or REE)	The CONTRACTOR shall designate two (2) Electrical Engineers who shall work full	One tenth of one percent (1/10 th of 1%) of the labor cost for every

		time during the electrical construction or installation	day of absence.
One Administrative Personnel (1)		The CONTRACTOR shall designate one (1) Administrative Staff who shall work full time during the construction period of the contract	One tenth of one percent (1/10 th of 1%) of the labor cost for every day of absence.
Submission of Post Construction Documentation		The CONTRACTOR shall submit the project documentations within thirty (30) calendar days from the completion of the project as provided	One tenth of one percent (1/10 th of 1%) of the total Contract Price for every calendar day of delay to be deducted from the final billing.
Punch-listing		The CONTRACTOR shall complete the correction works or punch-list after the joint inspection made with the Project Manager, the End-user, and CCP Admin within the thirty (30) calendar days from the completion of the project.	One tenth of one percent (1/10 th of 1%) of the total Contract Price for every calendar day of delay to be deducted from the final billing.
<p>6. WARRANTIES OF THE CONTRACTOR</p> <p>a. The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this Terms of Reference.</p>			

- b. The CONTRACTOR warrants, represents, and undertakes reliability of the service and that their manpower complements are hardworking, qualified, reliable and dedicated to do the service required to the satisfaction of CCP. They shall wear ID when working within the construction site. It shall not employ CCP employees and their relatives within the 3rd civil degree of consanguinity or affinity to work in any category whatsoever.
- c. The CONTRACTOR shall comply with the Department of Labor and Employment (DOLE) requirement governing employee's compensation, Philhealth, Social Security, labor standards, and other laws, rules and regulations applicable to its personnel employed by the CONTRACTOR on account of contracted services. The CONTRACTOR shall pay its personnel not less than minimum wage and other benefits mandated by law.
- d. The CONTRACTOR's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices. A Construction Safety and Health Program approved by the DOLE, DPWH and DOH must be submitted by the CONTRACTOR including the deployment of a full-time Safety Engineer on site.
- e. The CONTRACTOR shall guarantee its works for a five (5) year warranty period for structural works and two (2) years for equipment from the date of completion and acceptance at no additional cost to CCP. The CONTRACTOR shall repair any defects of which they are notified during that period which may appear because of faulty workmanship or materials furnished under the specifications. All replacement units or parts shall be the same quality, standard and specification.
- i. In case of equipment failure within the two (2) year warranty period, the CONTRACTOR shall send their technicians to provide services at no additional cost to CCP to restore any of the equipment to normal operations.
 - ii. After sales services and support during the warranty period and all reported defects shall be completely and satisfactorily repaired or replaced by the CONTRACTOR within 24 hours after receipt of a service report call or written notice from CCP. The warranty also included further testing and commissioning once the fire protection system is completed.
- f. Any CCP property (including all art works, archives, and collections, etc.) which may be damaged as a result of the implementation of the project must be restored to its original condition or replaced by the CONTRACTOR at no cost to CCP. If the property could not be restored or replaced, the CONTRACTOR shall pay for the current market value of the property damaged which shall be determined by CCP.

<ul style="list-style-type: none"> g. All other works and requirements not expressly included in the scope of works but are absolutely necessary, standard practices, or requirements in similar installation shall be considered integral parts of the scope of works, provided that any additional costs that may be incurred thereby, shall be for the account of the CONTRACTOR. h. CONTRACTOR shall hold CCP and its personnel free from any liability suit whatsoever arising from any claim by any personnel employed by them to perform the duties therein. i. The CONTRACTOR shall coordinate with Project Manager in the performance of their jobs. j. The CONTRACTOR shall be liable for loss, damages, or injury as may be due directly through the fault or negligence of its personnel. It shall assume responsibility thereof and CCP shall be specifically released from any responsibility arising therefrom. 	
<p>7. TERMS OF PAYMENT</p> <ul style="list-style-type: none"> a. General Conditions <ul style="list-style-type: none"> i. Payments shall be made only upon a Certification by the head of the HOPE to the effect that the particular phase of the Project has been completed in accordance with the terms of this Contract and have been duly accepted by End-user. ii. The CONTRACTOR's request/s for payment shall be made to CCP in writing, accompanied by an invoice describing, as appropriate, the goods delivered and/or services performed, and by documents submitted pursuant to this Contract. iii. Pursuant to the Section 9.2, payments shall be made by the CCP within reasonable time after submission of Accomplishment Reports accepted by the CCP from the CONTRACTOR. b. Advance Payment <ul style="list-style-type: none"> i. CCP 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. ii. The Advance Payment shall be made only upon the submission to and acceptance by CCP of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable on demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by CCP. iii. The Advance Payment shall be repaid by the CONTRACTOR by deducting fifteen percent (15%) from his periodic progress payments, a percentage equal to the percentage of the total Contract Price used for the Advance Payment. 	

iv. The CONTRACTOR may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the Advance Payment.

c. Progress Payment

i. The CONTRACTOR shall be paid on a fixed fee, per deliverable basis under the following schedule:

Progress Billing	Percentage of Accomplishment	Percentage of Claim
1 st Billing	40%	40% of total Contract Price as assessed and certified by CCP
2 nd Billing	60%	20% of total Contract Price as assessed and certified by CCP
3 rd Billing	80%	20% of total Contract Price as assessed and certified by CCP
Final Billing	100%	20% of total Contract Price as assessed and certified by CCP

ii. Pursuant to Section 9.3.1, the CONTRACTOR may submit a Statement of Work Accomplished (SWA) or progress billing and corresponding request for progress payment for work accomplished. The SWA should show the amounts which the CONTRACTOR considers itself to be entitled, to cover a) the cumulative value of the works it executed to date, based on the items in the Bill of Quantities, and b) adjustments made for approved variation orders executed.

iii. The Project Manager shall check the CONTRACTOR' SWA and certify the amount to be paid to the CONTRACTOR as progress payment. Materials and equipment delivered on the site but not completely put in place shall not be included for payment.

iv. CCP shall deduct the following from the certified gross amount to be paid to the CONTRACTOR as progress payment:

1. Cumulative value of the work previously certified and paid for,
2. Portion of the advance payment to be recouped,
3. Retention money in accordance with the condition of contract,
4. Amount to cover third party liabilities, and

5. Amount to cover uncorrected discovered defects in the works.

d. Retention

- i. Progress payments are subject to retention of ten percent (10% referred to as the "retention money." Such retention shall be based on the total amount due to the CONTRACTOR prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of works, as determined by CCP, are completed. If, after fifty percent (50%) completion, the work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed.
- ii. The total "retention money" shall be due for release upon final acceptance of the works and issuance of warranty bond. The CONTRACTOR may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to Government, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten percent (10%) retention shall be made. Said irrevocable standby letters of credit, bank guarantees or safety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by CCP and will answer for the purpose for which the ten percent (10%) retention is intended, i.e., to cover uncorrected discovered defects and third party liabilities.

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.]

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.

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.

**Cultural Center of the Philippines
Procurement Management Division
Bids and Awards Committee**

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR.

Technical Documents

2. Statement of the prospective bidder of all its ongoing and completed 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;
3. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;

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

- a. name of the contract
- b. date of the contract
- c. contract duration
- d. owner's name and address
- e. nature of work
- f. contractor's role (whether sole contractor, subcontractor, or partner in JVA) and percentage of participation
- g. total contract value at award
- h. date of completion or estimated completion time
- i. total contract value at completion, if applicable
- j. percentages of planned and actual accomplishment, if applicable
- k. value of outstanding works

The two statements shall be supported by the Notice of Award and/or Notice to Proceed, Approved Contract, Projects owner's Certificate of Final Acceptance issued by the owner other than the Contractor or the Constructors Performance Evaluation System (CPES) final rating, which must be at least satisfactory. In case of contracts with the private sectors, an equivalent document shall be submitted.

4. Valid Philippine Contractors Accreditation Board (PCAB) at least Size Range: Small B, License Category: C & D (General Contractor)
or
Special PCAB License in case of Joint Ventures and registration for the type and cost of the contract to be bid.
5. 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
6. Conformity with the Technical Specifications

7. 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.
8. Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid
 - b. List of contractor's key personnel to be assigned to the contract to be bid, with their complete qualification and curriculum vitae.
 - 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
 - d. Proposed PERT-CPM.
 - e. Project execution plan
 - f. Sworn Statement or affidavit certifying the Professional and Technical Personnel who will assigned in the project supported with their Curriculum Vitae using the standard form number SF-INFR-47 (please see attached sample form)
 - g. Valid Certificate of Site Inspection from the end-user.
 - h. Complete set of brochures and catalogues of the proposed equipment plan and other accessories for civil, electrical, mechanical fire protection, and sanitary/plumbing installations indicating the detailed manufacturer's data, technical specifications, brand, model, and other important information.

Financial Documents

9. 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.
10. The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) or A committed Line of Credit from a universal or commercial bank.

Class "B" Documents

11. 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

12. Original of duly signed and accomplished Financial Bid Form.
13. Original of duly signed Bid Prices in the Bill of Quantities
14. 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
15. Cash Flow by Quarter.

