

# **PHILIPPINE BIDDING DOCUMENTS**

Government of the Republic of the Philippines

## **DESIGN AND BUILD of the UNIVERSITY OF THE PHILIPPINES LOS BAÑOS UNIVERSITY HEALTH SERVICE BUILDING EXTENSION (PHASE 1)**

**PUBLIC BIDDING NO. 19-215-9**

# CHECKLIST OF ELIGIBILITY AND FINANCIAL DOCUMENTS FOR SUBMISSION

**DOCUMENTARY REQUIREMENTS SHOULD BE APPROPRIATELY SIGNED AND PROPERLY TABBED, AS FOLLOWS:**

## I. TECHNICAL COMPONENT

<b>A. ELIGIBILITY DOCUMENTS</b>	
<b>CLASS "A" DOCUMENTS</b>	
<i>Legal Documents</i>	
<b>TAB A</b>	Authority of the Signatory ( <b>Secretary's Certificate</b> for corporations/partnerships/cooperatives or <b>Special Power of Attorney (SPA)</b> for sole proprietorships).
<b>TAB B</b>	Philippine Government Electronic Procurement System (PhilGEPS) Certificate of Registration and Platinum Membership
<b>TAB C</b>	<p>Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, in accordance with ITB Clause 5.4., with attached:</p> <ol style="list-style-type: none"> <li>1. Notice of Award (NOA) and/or Notice to Proceed (NTP),</li> <li>2. Project Owner's Certificate of Final Acceptance (POCFA) issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document (accompanied by certification from the head of the company or his/her authorized representative that the document submitted is substantial equivalent to the required <i>NOA or NTP</i> and <i>POCFA or CPES</i>) shall be submitted, using the form prescribed in <b>Section IX. Bidding Forms</b>.</li> </ol>
<b>TAB D</b>	<p>Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, whether similar or not similar in nature and complexity to the contract to be bid, if any, with supporting documents using the forms prescribed in <b>Section IX. Bidding Forms</b>.</p> <ol style="list-style-type: none"> <li>1. Statement of All Ongoing Government and Private Construction Contracts;</li> <li>2. Statement of All Government and Private Contracts Awarded but not yet started.</li> </ol>

<b>TAB E</b>	<i>If applicable:</i> Unless otherwise provided in the BDS, a valid special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project;
<b>TAB F</b>	Net Financial Contracting Capacity (NFCC) Computation in accordance with ITB Clause 5.5,
<b>CLASS "B" DOCUMENT</b>	
<b>TAB G</b>	<i>If applicable,</i> Venture Agreement (JVA) in accordance with RA 4566 using the form prescribed in Section IX. Bidding Forms.
<b>B. TECHNICAL DOCUMENTS</b>	
<b>TAB H</b>	<p>Bid security in accordance with ITB Clause 18. If the Bidder option to submit the bid security in the form of:</p> <ul style="list-style-type: none"> <li>• Bid Securing Declaration using the form prescribed in Section IX. Bidding Forms; or</li> <li>• Cash, Cashier's/Manager's Check, Bank Draft/Guarantee or an irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank equivalent to two percent (2%); or</li> <li>• Surety Bond equivalent to five percent (5%), it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments.</li> </ul>
<b>TAB I</b>	<p>Project Requirements, which shall include the following:</p> <ol style="list-style-type: none"> <li>1. Bidder's Organizational Chart for the Contract;</li> <li>2. List of bidder's personnel (e.g., Project Manager, Project Engineers, Materials Engineers, etc.), to be assigned to the contract to be bid, with their complete qualification and experience data. These personnel must meet the required minimum years of experience set in the BDS, using the forms prescribed in Section IX. Bidding Forms: <ol style="list-style-type: none"> <li>a. Key Personnel's Affidavit of Commitment to Work on the Contract.</li> </ol> </li> <li>3. List of Bidder's Major Equipment Units Pledged to the Contract owned, leased, and/or under purchase agreements using the form prescribed in Section IX. Bidding Forms, supported by any of the following, as the case may be, which must meet the minimum requirements for the contract set in the BDS:</li> </ol>

	<p>a. Proof of Ownership (Official Receipt and Certificate of Registration for motor vehicles and heavy equipment or Deed of Sale/Official Receipt for other equipment); or</p> <p>b. Bidder's Certification on the Equipment for the Contract.</p>
<b>TAB J</b>	Sworn statement in accordance with Section 25.3 of the IRR of RA 9184, using the form prescribed in Section IX. Bidding Forms.
<b>TAB K</b>	<p>Other Technical Documentary Requirements:</p> <ol style="list-style-type: none"> <li>1. Preliminary Conceptual Design</li> <li>2. Design and Construction Methods</li> <li>3. Value Engineering analysis of Design and construction Methods.</li> <li>4. Professional Regulation Commission (PRC) ID of the required key personnel as stated in the Bid Data Sheet (BDS);</li> <li>5. Bid Bulletin issued by the Bids and Awards Committee (BAC), if any;</li> </ol>

## **II. FINANCIAL COMPONENT**

<b>Financial Bid/Proposal</b> , using the form prescribed in Section IX. Bidding Forms.	
<b>TAB L</b>	Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with ITB Clauses 15.1 and 15.3; and
<b>TAB M</b>	Detailed Estimate in the form of Unit Price Analysis, as stated in the BDS
<b>TAB N</b>	Cash Flow by the quarter and payment schedule, as stated in the BDS

---

## TABLE OF CONTENTS

SECTION I. INVITATION TO BID .....	6
SECTION II. INSTRUCTIONS TO BIDDERS .....	10
SECTION III. BID DATA SHEET .....	40
SECTION IV. GENERAL CONDITIONS OF CONTRACT .....	49
SECTION V. SPECIAL CONDITIONS OF CONTRACT .....	82
SECTION VI. SPECIFICATIONS .....	86
SECTION VII. DRAWINGS .....	90
SECTION VIII. BILL OF QUANTITIES .....	94
SECTION IX. BIDDING FORMS .....	95

12

## ***Section I. Invitation to Bid***



Republic of the Philippines  
Department of Budget and Management  
**PROCUREMENT SERVICE**  
**BIDS AND AWARDS COMMITTEE**



## Invitation to Bid

*for the*

### DESIGN AND BUILD of the

### UNIVERSITY OF THE PHILIPPINES LOS BAÑOS UNIVERSITY HEALTH SERVICE BUILDING EXTENSION (PHASE 1)

**PUBLIC BIDDING NO. 19-215-9**

The *Procurement Service*, through the *General Appropriations Act for FY 2019* intends to apply the sum of *Thirty Two Million Three Hundred Fifteen Thousand Three Hundred Eighty Five Pesos (Php 32,315,385.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for the *Design and Build of the University of the Philippines Los Baños University Health Service Building Extension (Phase 1)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

1. The *Procurement Service* now invites bids for:

Qty	Item / Description	Approved Budget for the contract	Delivery Period
1 Lot	Design and Build of the University of the Philippines Los Baños University Health Service Building Extension (Phase 1)	₱ 32,315,385.00	The Intended Completion Date is within Three Hundred Sixty Five (365) Calendar Days from receipt of NTP.

Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

2. 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 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act.”

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least seventy five percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.

4. Interested bidders may obtain further information from the *Procurement Service* and inspect the Bidding Documents at the address given below from 8:00 AM to 5:00PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders from the address below and upon payment of Bidding Documents in the amount as follows:

Qty	Item / Description	Amount of Bid Documents
1 Lot	Design and Build of the University of the Philippines Los Baños University Health Service Building Extension (Phase 1)	₱ 4,000.00

The Schedule of Activities is as follows:

ACTIVITIES	SCHEDULE
Advertisement/Posting of Invitation to Bid	July 05, 2019
Issuance and Availability of Bid Documents	July 05, 2019
Site Inspection	July 11, 2019 @ 10:00 AM
Pre-Bid Conference	July 12, 2019 @ 10:00 AM
Request for Clarification	July 16, 2019
Issuance of Supplemental Bid Bulletin	July 19, 2019
Deadline of Submission and Opening of Bids	July 26, 2019 @ 10:00 AM
Opening of Bids	Immediately after the deadline for submission of Bids

For the conduct of site inspection, the following are the contact persons:

*Arch. William Jeffrey Y. Rañola – 0922 813 9651/ (049) 557 3611*  
*Dr. Rogelio T. Andrada II- 0919 616 3179*

*N.B. During the submission of bids, a Certificate of Site Inspection to be issued by UPLB shall be submitted together with the Notarized Affidavit of Site Inspection to be executed by the Contractor's authorized representative.*

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. Bids must be duly received by the Procurement Division IX (PDIX) of the Procurement Service at the address below on or before **July 26, 2019; 10:00 AM**. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.



7. The *Procurement Service* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

8. For further information, please refer to:

*PROCUREMENT SERVICE*  
*RR Road, Cristobal St., Paco, Manila*  
*689-7750*  
*pd9@ps-philgeps.gov.ph*



---

**ENGR. IAN T. FAJARITO**  
Chairperson  
Bids and Awards Committee IX

## ***Section II. Instructions to Bidders***

## TABLE OF CONTENTS

<b>A. GENERAL .....</b>	<b>13</b>
1. Scope of Bid.....	13
2. Source of Funds .....	13
3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices .....	13
4. Conflict of Interest .....	15
5. Eligible Bidders.....	16
6. Bidder's Responsibilities .....	17
7. Origin of GOODS and Services .....	20
8. Subcontracts .....	20
<b>B. CONTENTS OF BIDDING DOCUMENTS .....</b>	<b>20</b>
9. Pre-Bid Conference.....	20
10. Clarification and Amendment of Bidding Documents.....	21
<b>C. PREPARATION OF BIDS.....</b>	<b>21</b>
11. Language of Bids .....	21
12. Documents Comprising the Bid: Eligibility and Technical Components.....	22
13. Documents Comprising the Bid: Financial Component .....	24
14. Alternative Bids .....	24
15. Bid Prices .....	25
16. Bid Currencies.....	26
17. Bid Validity.....	26
18. Bid Security.....	26
19. Format and Signing of Bids .....	29
20. Sealing and Marking of Bids.....	29
<b>D. SUBMISSION AND OPENING OF BIDS.....</b>	<b>30</b>
21. Deadline for Submission of Bids .....	30
22. Late Bids .....	30
23. Modification and Withdrawal of Bids .....	30
24. Opening and Preliminary Examination of Bids .....	31
<b>E. EVALUATION AND COMPARISON OF BIDS.....</b>	<b>32</b>
25. Process to be Confidential.....	32
26. Clarification of Bids.....	33
27. Detailed Evaluation and Comparison of Bids.....	33
28. Post Qualification.....	34

29. Reservation Clause.....	35
<b>F. AWARD OF CONTRACT.....</b>	<b>36</b>
30. Contract Award.....	36
31. Signing of the Contract .....	37
32. Performance Security .....	38
33. Notice to Proceed .....	39
34. Protest Mechanism .....	44

*P*

## **A. General**

### **1. Scope of Bid**

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

### **2. Source of Funds**

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

### **3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices**

- 3.1. Unless otherwise specified in the **BDS**, the Procuring Entity, as well as bidders and contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Funding Source:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Procuring Entity, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019;
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;

- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and
  - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  - (v) "obstructive practice" is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
    - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
  - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract funded by the Funding Source.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 34.

#### 4. Conflict of Interest

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

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

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

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;

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

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

## 5. Eligible Bidders

5.1. Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this Bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines.
- (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino ownership or interest is less than seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**.

5.3. Government owned or controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.



- 5.4. (a) The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index. However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.

(b) For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the **BDS**.

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

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

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

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

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

## 6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX. Bidding Forms as required in ITB Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;

- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under ITB Clause 10.4.
- (e) Ensuring that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
  - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

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

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

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the;

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

- 6.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 6.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

## **7. Origin of Goods and Services**

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

## **8. Subcontracts**

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

## **B. Contents of Bidding Documents**

## **9. Pre-Bid Conference**

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.  
  
(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids, but not earlier than seven (7) calendar days from the posting of the Invitation to Bid/Bidding Documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be

made available to prospective bidders not later than five (5) days upon written request.

- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

## **10. Clarification and Amendment of Bidding Documents**

- 10.1. Prospective bidders may request for clarification(s) on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

### **C. Preparation of Bids**

## **11. Language of Bids**

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

**12. Documents Comprising the Bid: Eligibility and Technical Components**

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

(a) Eligibility Documents –

Class “A” Documents

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR;
- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

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

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

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner’s name and address;
- (ii.5) nature of work;
- (ii.6) contractor’s role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
- (ii.7) total contract value at award;
- (ii.8) date of completion or estimated completion time;
- (ii.9) total contract value at completion, if applicable;
- (ii.10) percentages of planned and actual accomplishments, if applicable; and
- (ii.11) value of outstanding works, if applicable.

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

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

Class "B" Documents

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

(b) Technical Documents –

- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
  - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
  - (i.2) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instruments.
- (ii) Project Requirements, which shall include the following:
  - (ii.1) Organizational chart for the contract to be bid;
  - (ii.2) List of contractor's personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data. These personnel must meet the required minimum years of experience set in the **BDS**; and
  - (ii.3) List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, which must meet the minimum requirements for the contract set in the **BDS**; and

- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms.

### **13. Documents Comprising the Bid: Financial Component**

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
  - (a) Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with **ITB** Clauses 15.1 and 15.3; and
  - (b) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless otherwise stated in the **BDS**, all Bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
  - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
  - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of infrastructure projects) and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
  - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.
  - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
  - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

### **14. Alternative Bids**

- 14.1. Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be



included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

- 14.2. Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative bids shall not be accepted.
- 14.3. Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

## **15. Bid Prices**

- 15.1. The contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 15.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be provided for.
- 15.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- 15.4. All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in GCC Clause 48. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

## 16. Bid Currencies

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

## 17. Bid Validity

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

## 18. Bid Security

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

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.  <i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Two percent (2%)

<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, the Bank Draft/ Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Five percent (5%)</p>

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 32.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract, pursuant to **ITB** Clause 31, and the posting of the performance security, pursuant to **ITB** Clause 32, the successful Bidder's Bid Security will be discharged, but in no case later than the Bid Security validity period as indicated in **ITB** Clause 18.2.

18.5. The bid security may be forfeited:

(a) if a Bidder:

- (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
- (ii) does not accept the correction of errors pursuant to **ITB** Clause 27.3(b);
- (iii) has a finding against the veracity of the required documents submitted in accordance with **ITB** Clause 28.2;
- (iv) submission of eligibility requirements containing false information or falsified documents;
- (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
- (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
- (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
- (viii) refusal or failure to post the required performance security within the prescribed time;
- (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
- (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) if the successful Bidder:

- (i) fails to sign the contract in accordance with **ITB** Clause 31;
- (ii) fails to furnish performance security in accordance with **ITB** Clause 32.

## **19. Format and Signing of Bids**

- 19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IX. Bidding Forms on or before the deadline specified in the **ITB** Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2 Forms as mentioned in **ITB** Clause 0 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4 Each and every page of the Bid Form, including the Bill of Quantities, under Section IX hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

## **20. Sealing and Marking of Bids**

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT," and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT," sealing them all in an outer envelope marked "ORIGINAL BID."
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. \_\_\_\_ - TECHNICAL COMPONENT" and "COPY NO. \_\_\_\_ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. \_\_\_\_," respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;

- (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 20.1;
- (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.

20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

#### **D. Submission and Opening of Bids**

##### **21. Deadline for Submission of Bids**

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

##### **22. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of Bid Submission and Opening, the Bidder's name, its representative and the time the late bid was submitted.

##### **23. Modification and Withdrawal of Bids**

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding

documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

## **24. Opening and Preliminary Examination of Bids**

- 24.1. The BAC shall open the Bids in public, immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible Bidder whose first bid envelope was rated "passed." The second envelope of each complying Bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed." Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.

24.6. In the case of an eligible foreign bidder as described in ITB Clause -5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR.:

- a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
- b) Mayor's/Business permit issued by the local government where the principal place of business of the Bidder is located; and
- c) Audited Financial Statements showing, among others, the prospective Bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.

24.7. Each partner of a joint venture agreement shall likewise submit the document required in ITB Clause 12.1(a)(i). Submission of documents required under ITB Clauses 12.1(a)(ii) to 12.1(a)(iv) by any of the joint venture partners constitutes compliance.

24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

24.8. The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the Bid Opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.

24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

#### **E. Evaluation and Comparison of Bids**

#### **25. Process to be Confidential**

25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Bidder regarding the evaluation of their bids until the



issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause.26.

- 25.2. Any effort by a Bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

## **26. Clarification of Bids**

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

## **27. Detailed Evaluation and Comparison of Bids**

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

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

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

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

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

- 27.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors,

discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.

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

## **28. Post Qualification**

- 28.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 28.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.  
  
Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
- 28.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 28.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB,

and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to ITB Clause 30.3.

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

## **29. Reservation Clause**

- 29.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
  - (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act

which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
  - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
  - (ii) If the project is no longer necessary as determined by the HoPE; and
  - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

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

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

#### **F. Award of Contract**

### **30. Contract Award**

- 30.1. Subject to ITB Clause 28, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 30.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
  - (i) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder; or
  - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a pre-condition to the Award;
- (b) Posting of the performance security in accordance with **ITB** Clause 32;
- (c) Signing of the contract as provided in **ITB** Clause 31; and
- (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

### **31. Signing of the Contract**

- 31.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 31.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4. The following documents shall form part of the contract:
  - (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning Bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - (d) Performance Security;
  - (e) Notice of Award of Contract; and

*P*

- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

### 32. Performance Security

- 32.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 32.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.  <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Ten percent (10%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.  <i>For biddings conducted by the LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance	Thirty percent (30%)

Commission as authorized to issue such security.	
---	--

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

### **33. Notice to Proceed**

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

### **34. Protest Mechanism**

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

P

### ***Section III. Bid Data Sheet***



# Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is <i>the Procurement Service</i>.</p> <p>The name of the Contract is: <b>Design and Build of the University of the Philippines Los Baños University Health Service Building Extension (Phase 1)</b>.</p> <p>The identification number of the Contract is PUBLIC BIDDING NO. 19-215-9</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through the <i>General Appropriations Act for FY 2019</i> in the amount of <b>Thirty Two Million Three Hundred Fifteen Thousand Three Hundred Eighty Five Pesos (Php 32,315,385.00)</b>.</p> <p>The name of the Project is: <b>Design and Build of the University of the Philippines Los Baños University Health Service Building Extension (Phase 1)</b>.</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5.4	<p>For this purpose, similar contracts shall refer to: Any contract in both design and construction of Hospital Buildings or any Health Care Facilities with a contract amount of at least 50% of the ABC and Pursuant to <i>Annex "G" Section 9.2 ii b) of the RIRR of RA9184</i>, <i>If the bidder has no experience in design and build projects on its own it may enter into subcontracting, partnerships, or joint venture with design and engineering firms for the design portion of the contract.</i></p> <p>Adjusted contract price must be supported by the bidder's computation.</p>
8.1	<p>Subcontracting is allowed, limited only to the following proviso, consistent with the above mentioned rules: <i>if the bidder has no experience in design projects on its own it may enter into subcontracting, partnerships, or joint venture with design and engineering firms for the design portion of the contract. The said contract or commitment to contract shall form part of the eligibility documents and shall be submitted during the opening of bids.</i></p>
8.2	Not applicable.

*J*

9.1	<p>The Procuring Entity will hold a pre-bid conference for this Project on <b>July 12, 2019; 10:00 AM at</b></p> <p>Procurement Service Bids and Awards Committee IX 2nd Floor, PS Complex, RR Road Cristobal St., Paco, Manila</p>
10.1	<p>The Procuring Entity's address for clarification(s) on and/or interpretation of any part of the Bidding Documents is through:</p> <p><i>PROCUREMENT SERVICE BIDS AND AWARDS COMMITTEE IX RR Road, Cristobal St., Paco, Manila 689-7750 pd9@ps-philgeps.gov.ph</i></p>
10.4	No further instructions.
12.1	<p>In the submission of bids, the following additional documents are required to be submitted during the opening of bids.</p> <p>i. Preliminary Conceptual Design Plans;</p> <p>ii. Design and construction methods;</p> <p>iii. Value engineering analysis of design and construction method.</p>
12.1 (a) (i)	<p>Valid and Current Certificate of PhilGEPS Registration (Platinum Membership)</p> <p>The valid PhilGEPS Certificate of Registration and Membership (Platinum Membership) shall reflect the updated eligibility documents. Should any of the documents indicated in "Annex A" of the certificate is not updated, the bidder shall submit the certificate together with the updated documents.</p> <p>Notwithstanding the above requirements, the bidder may opt to submit the following eligibility documents in lieu of the submission of the PhilGEPS Certificate of Registration (Platinum Membership):</p> <ul style="list-style-type: none"> <li>a. Business Registration;</li> <li>b. 2019 Mayor's/Business Permit ;</li> <li>c. Valid and Current Tax Clearance;</li> <li>d. Audited Financial Statement for 2018; and</li> <li>e. Valid and Current PCAB License: <b>Medium A (General Building)</b></li> </ul> <p>In the latter case, the bidder shall submit a valid PhilGEPS Certificate of Registration (Platinum Membership) as part of the post-qualification documents.</p>

12.1 (a) (ii)	<p>Bidders must also submit the following:</p> <ol style="list-style-type: none"> <li>1. Duly signed Statement of all Ongoing Government &amp; Private Construction Contracts including contracts awarded but not yet started.</li> </ol> <p><i>The supporting documents stated in the said form shall be submitted during post-qualification evaluation.</i></p> <ol style="list-style-type: none"> <li>2. Duly signed Statement showing the bidder's Single Largest Completed Contract which is similar in nature.</li> </ol> <p><i>The supporting documents stated in the said form shall form part of the eligibility and technical documents to be submitted during opening of bids.</i></p> <p>See sample forms under Section IX. Bidding Forms.</p>
12.1(a)(iii)	<p>The minimum PCAB Registration required for this project: Medium A for General Building</p>
12.1(b)(ii) (ii.2)	<p>The minimum years of relevant experience requirements for key personnel are the following:</p> <p>Design and Construction Key Personnel:</p> <ol style="list-style-type: none"> <li>1. (1) Registered Architect with minimum 10 years experience; proven experience in design and construction supervision of hospital buildings or any Health Care Facilities</li> <li>2. (1) Structural Engineer: Registered Civil Engineer with minimum 5 years experience in structural and civil works design; A PRC accredited structural engineer or a member of the Association of Structural Engineers of the Philippines</li> <li>3. (1) Registered Sanitary Engineer with minimum 5 years experience in designing and construction supervision of building or site sanitary facilities or drainage facilities or solid waste management facilities</li> <li>4. (1) Professional Electrical Engineer with minimum 5 years experience as Electrical Designer and Construction supervisor.</li> <li>5. (1) Professional Mechanical Engineer with minimum 5 years experience in designing and supervising Mechanical systems particularly HVAC and Fire Protection</li> <li>6. (1) Project Manager: Registered Architect or Civil Engineer with minimum 10 years experience of managerial capability through directing, managing and supervising construction of buildings and facilities similar in nature with a hospital or any health care facilities.</li> <li>7. (1) Resident Engineer: Registered Civil Engineer with minimum 5 years experience in managing flow of engineering works during construction of buildings and similar facilities</li> <li>8. (1) Safety Officer (with Construction Occupational Safety and Health Training): Any Bachelor's Degree with minimum 3 years experience in Occupational Health and Safety.</li> <li>9. (1) Quantity Surveyor / Quantity Cost Estimator: Registered</li> </ol>

	<p>Engineer with minimum 3 years experience in quantity surveying.</p> <p><i>* Note: Each key position shall be assigned to a different person in design as well as in construction.</i></p> <ul style="list-style-type: none"><li><i>Photocopy of the following documents must be submitted together with the curriculum Vitae to evidence educational attainment, work experience and professional certification.</i><ol style="list-style-type: none"><li><i>Certificates of Employments and/ or Contract of Employment.</i></li><li><i>Valid Professional Certifications and /or Licenses.</i></li></ol></li></ul> <p>See sample forms under Section IX. Bidding Forms.</p>																																																																				
12.1(b) (ii) (ii.3)	<p>The minimum major equipment requirements are the following:</p> <table><tr><th>Item No.</th><th>Number of Units</th><th>Equipment</th><th>Capacity</th></tr><tr><td>1</td><td>1</td><td>Concrete mixer</td><td>One bagger</td></tr><tr><td>2</td><td>1</td><td>Concrete vibrator</td><td>-</td></tr><tr><td>3</td><td>1</td><td>Bar cutter</td><td>-</td></tr><tr><td>4</td><td>1</td><td>Welding machine</td><td>-</td></tr><tr><td>5</td><td>1 lot</td><td>Metal Scaffolding</td><td>-</td></tr><tr><td>6</td><td>1</td><td>Fusion Welder</td><td>-</td></tr><tr><td>7</td><td>1</td><td>Electric Impact drill</td><td>-</td></tr><tr><td>8</td><td>1</td><td>Electric grinder</td><td>-</td></tr><tr><td>9</td><td>1</td><td>Electric sander</td><td>-</td></tr><tr><td>10</td><td>1</td><td>Electric Chipping gun</td><td>-</td></tr><tr><td>11</td><td>1</td><td>Electric circular saw</td><td>-</td></tr><tr><td>12</td><td>1</td><td>Electric planer</td><td>-</td></tr><tr><td>13</td><td>1</td><td>Electric pressure washer</td><td>-</td></tr><tr><td>14</td><td>1</td><td>Plate compactor</td><td>-</td></tr><tr><td>15</td><td>1</td><td>Truck Mounted Telescopic Crane</td><td>25 to 35 tons</td></tr><tr><td>16</td><td>1</td><td>Truck Mounted Telescopic Boom Lift</td><td>200kg</td></tr></table> <p><i>Note: The bidder may choose the ff. options:</i></p> <ol style="list-style-type: none"><li><i>Proof of ownership to be included in the Technical Proposal; or</i></li><li><i>Lease Agreement between lessor and lessee and Proof of Ownership of the Lessor to be included in the Technical Proposal; or</i></li><li><i>Purchase Agreement between the bidder and the owner. Certification of availability of equipment from the vendor for the duration of the project.</i></li></ol> <p>See sample forms under Section IX. Bidding Forms.</p>	Item No.	Number of Units	Equipment	Capacity	1	1	Concrete mixer	One bagger	2	1	Concrete vibrator	-	3	1	Bar cutter	-	4	1	Welding machine	-	5	1 lot	Metal Scaffolding	-	6	1	Fusion Welder	-	7	1	Electric Impact drill	-	8	1	Electric grinder	-	9	1	Electric sander	-	10	1	Electric Chipping gun	-	11	1	Electric circular saw	-	12	1	Electric planer	-	13	1	Electric pressure washer	-	14	1	Plate compactor	-	15	1	Truck Mounted Telescopic Crane	25 to 35 tons	16	1	Truck Mounted Telescopic Boom Lift	200kg
Item No.	Number of Units	Equipment	Capacity																																																																		
1	1	Concrete mixer	One bagger																																																																		
2	1	Concrete vibrator	-																																																																		
3	1	Bar cutter	-																																																																		
4	1	Welding machine	-																																																																		
5	1 lot	Metal Scaffolding	-																																																																		
6	1	Fusion Welder	-																																																																		
7	1	Electric Impact drill	-																																																																		
8	1	Electric grinder	-																																																																		
9	1	Electric sander	-																																																																		
10	1	Electric Chipping gun	-																																																																		
11	1	Electric circular saw	-																																																																		
12	1	Electric planer	-																																																																		
13	1	Electric pressure washer	-																																																																		
14	1	Plate compactor	-																																																																		
15	1	Truck Mounted Telescopic Crane	25 to 35 tons																																																																		
16	1	Truck Mounted Telescopic Boom Lift	200kg																																																																		
13.1	No additional Requirements																																																																				

13.1(b)	<p>This shall include all of the following documents:</p> <ol style="list-style-type: none"> <li>1. Lump sum bid prices, which shall include the detailed engineering cost, in the bill of quantities (BOQ) in the prescribed form.</li> <li>2. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment and rentals used in coming up with the bid (VAT shall be 12% of the sum of Direct Costs &amp; Total Mark-Up)</li> <li>3. Cash flow by the quarter and payment schedule.</li> </ol>
13.2	The ABC is <i>Thirty Two Million Three Hundred Fifteen Thousand Three Hundred Eighty Five Pesos (Php 32,315,385.00)</i> . Any bid with a financial component exceeding this amount shall not be accepted.
14.2	No further instruction.
15.4	No further instruction.
16.1	The bid prices shall be quoted in Philippine Pesos.
16.3	No further instructions.
17.1	The Bid Security shall be valid for One Hundred Twenty (120) Calendar Days from the date of opening of bids.

18.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <table border="1"> <thead> <tr> <th data-bbox="392 295 880 403">Form of Bid Security</th><th data-bbox="880 295 1361 403">Amount of Bid Security (Not less than the Percentage of the ABC)</th></tr> </thead> <tbody> <tr> <td data-bbox="392 403 880 555">(d) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</td><td data-bbox="880 403 1361 555" rowspan="2">Two percent (2%)</td></tr> <tr> <td data-bbox="392 555 880 922">(e) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td></tr> <tr> <td data-bbox="392 922 880 1146">(f) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or</td><td data-bbox="880 922 1361 1146">Five percent (5%)</td></tr> </tbody> </table>	Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)	(d) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)	(e) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	(f) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Five percent (5%)
Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)							
(d) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)							
(e) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.								
(f) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Five percent (5%)							
18.2	The Bid Security shall be valid for <i>One Hundred Twenty (120) Calendar Days</i> from the date of opening of bids.							
20.3	<p>Each Bidder shall submit One (1) original and Two (2) copies of the first and second components of its bid.</p> <p>The duplicate- <i>i.e. copy 1</i>, must include the same documents as that of the original set of documents. In case, however, a bidder opts to submit cash as bid security, copy 1 need not contain photocopies of the same.</p>							
21	<p>The address for submission of bids is:</p> <p><i>Procurement Service Bids and Awards Committee IX 2nd Floor, PS Complex, RR Road Cristobal St., Paco, Manila</i></p> <p>The deadline for submission of bids is on <b>July 26,2019 @ 10:00 AM.</b></p>							
24.1	<p>The place of bid opening is:</p> <p><i>PS Conference Room 2nd Floor, PS Complex, RR Road</i></p>							

	<p><i>Cristobal St., Paco, Manila</i></p> <p>The bid opening will be held immediately after the deadline of submission of bids.</p> <p>During the opening of bids only the authorized representative shall be allowed to assist in the opening of bids. In case the authorized representative is not present, any representative of the authorized representative may be allowed to assist in the opening of bids provided that a separate written authorization from the authorized representative shall be presented for the purpose. Provided that the authorized representative is duly authorized to issue such further authority and the same is reflected in the Board Resolution and/or Secretary's Certificate.</p>
24.2	No further instructions.
24.3	No further instructions.
27.3	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
27.4	No further instructions.
28	<p>No other licenses and permits required.</p> <p>For purposes of Post-qualification the following document(s) shall be required:</p> <p>Proof of Ongoing and Awarded Contracts but not yet started contracts as identified in the Statement of All Ongoing Government &amp; Private Contracts, which shall include the following:</p> <ol style="list-style-type: none"> <li>1. Notice of Award for projects that are awarded but not yet started or equivalent; <b>and/or</b></li> <li>2. Certificate of accomplishments signed by the Owner or Project Engineer of the Owner should be submitted for on-going projects.</li> </ol> <p><i>N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.</i></p>
28.2	<p>The following income and business tax returns shall be required:</p> <ol style="list-style-type: none"> <li>1. Latest Income Tax Returns for 2018 for fiscal/calendar year (BIR Form 1701 or 1702) is required; and</li> <li>2. Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering the six months period immediately preceding the date of opening of bids.</li> </ol>

	<p>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).</p> <p><i>N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.</i></p>
31.4(f)	No further instructions.

*P*



## ***Section IV. General Conditions of Contract***

## TABLE OF CONTENTS

1. DEFINITIONS .....	52
2. INTERPRETATION.....	54
3. GOVERNING LANGUAGE AND LAW .....	55
4. COMMUNICATIONS .....	55
5. POSSESSION OF SITE .....	55
6. THE CONTRACTOR'S OBLIGATIONS .....	56
7. PERFORMANCE SECURITY .....	57
8. SUBCONTRACTING .....	58
9. LIQUIDATED DAMAGES.....	58
10. SITE INVESTIGATION REPORTS.....	58
11. THE PROCURING ENTITY, LICENSES AND PERMITS.....	58
12. CONTRACTOR'S RISK AND WARRANTY SECURITY .....	58
13. LIABILITY OF THE CONTRACTOR .....	61
14. PROCURING ENTITY'S RISK.....	61
15. INSURANCE .....	61
16. TERMINATION FOR DEFAULT OF CONTRACTOR.....	63
17. TERMINATION FOR DEFAULT OF PROCURING ENTITY .....	63
18. TERMINATION FOR OTHER CAUSES.....	64
19. PROCEDURES FOR TERMINATION OF CONTRACTS.....	65
20. FORCE MAJEURE, RELEASE FROM PERFORMANCE .....	68
21. RESOLUTION OF DISPUTES.....	68
22. SUSPENSION OF LOAN, CREDIT, GRANT, OR APPROPRIATION.....	69
23. PROCURING ENTITY'S REPRESENTATIVE'S DECISIONS.....	69
24. APPROVAL OF DRAWINGS AND TEMPORARY WORKS BY THE PROCURING ENTITY'S REPRESENTATIVE .....	69
25. ACCELERATION AND DELAYS ORDERED BY THE PROCURING ENTITY'S REPRESENTATIVE .....	70
26. EXTENSION OF THE INTENDED COMPLETION DATE .....	70
27. RIGHT TO VARY.....	70
28. CONTRACTORS RIGHT TO CLAIM.....	71

29. DAYWORKS.....	71
30. EARLY WARNING.....	71
31. PROGRAM OF WORK.....	71
32. MANAGEMENT CONFERENCES.....	72
33. BILL OF QUANTITIES .....	72
34. INSTRUCTIONS, INSPECTIONS AND AUDITS .....	73
35. IDENTIFYING DEFECTS .....	73
36. COST OF REPAIRS .....	73
37. CORRECTION OF DEFECTS.....	73
38. UNCORRECTED DEFECTS.....	74
39. ADVANCE PAYMENT .....	74
40. PROGRESS PAYMENTS .....	74
41. PAYMENT CERTIFICATES.....	75
42. RETENTION.....	75
43. VARIATION ORDERS .....	76
44. CONTRACT COMPLETION .....	78
45. SUSPENSION OF WORK.....	78
46. PAYMENT ON TERMINATION.....	79
47. EXTENSION OF CONTRACT TIME .....	79
48. PRICE ADJUSTMENT .....	80
49. COMPLETION.....	81
50. TAKING OVER.....	81
51. OPERATING AND MAINTENANCE MANUALS .....	81

## 1. Definitions

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

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

- 1.15 **Drawings** are graphical presentations of the Works. They include all supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.
- 1.16 **Equipment** refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Work provided by the Contractor and which shall not form or are not intended to form part of the Permanent Works.
- 1.17 The **Intended Completion Date** refers to the date specified in the SCC when the Contractor is expected to have completed the Works. The Intended Completion Date may be revised only by the Procuring Entity's Representative by issuing an extension of time or an acceleration order.
- 1.18 **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.19 The **Notice to Proceed** is a written notice issued by the Procuring Entity or the Procuring Entity's Representative to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.
- 1.20 **Permanent Works** are all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity and which shall remain at the Site after the removal of all Temporary Works.
- 1.21 **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.22 The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the SCC.
- 1.23 The **Procuring Entity's Representative** refers to the Head of the Procuring Entity or his duly authorized representative, identified in the SCC, who shall be responsible for supervising the execution of the Works and administering this Contract.
- 1.24 The **Site** is the place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the SCC, or notified to the Contractor by the Procuring Entity's Representative as forming part of the Site.
- 1.25 **Site Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.26 **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.

- 1.27 **Specifications** means the description of Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.
- 1.28 The **Start Date**, as specified in the **SCC**, is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- 1.29 A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.
- 1.30 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.
- 1.31 **Work(s)** refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity's Representative; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the **SCC**.

## 2. Interpretation

- 2.1. In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this Contract unless specifically defined. The Procuring Entity's Representative will provide instructions clarifying queries about the Conditions of Contract.
- 2.2. If sectional completion is specified in the **SCC**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3. The documents forming this Contract shall be interpreted in the following order of priority:
- a) Contract Agreement;
  - b) Bid Data Sheet;
  - c) Instructions to Bidders;
  - d) Addenda to the Bidding Documents;
  - e) Special Conditions of Contract;
  - f) General Conditions of Contract;

- g) Specifications;
- h) Bill of Quantities; and
- i) Drawings.

### **3. Governing Language and Law**

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

### **4. Communications**

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

### **5. Possession of Site**

- 5.1. On the date specified in the SCC, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 5.2. If possession of a portion is not given by the date stated in the SCC Clause 5.1, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay shall be in accordance with GCC Clause 47.
- 5.3. The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.
- 5.4. The Contractor shall allow the Procuring Entity's Representative and any person authorized by the Procuring Entity's Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.

## 6. The Contractor's Obligations

- 6.1. The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.
- 6.2. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- 6.3. The Contractor shall be responsible for the safety of all activities on the Site.
- 6.4. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
- 6.5. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the supervision of the Works. The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.
- 6.6. If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract.
- 6.7. During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.
- 6.8. The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- 6.9. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.
- 6.10. Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.



## 7. Performance Security

- 7.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Contractor shall furnish the performance security in any of the forms prescribed in **ITB** Clause 32.2.
- 7.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
- 7.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 7.4. The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
  - (b) The Contractor has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the **SCC**.
- 7.5. The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause 32.2 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.
- 7.6. In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.
- 7.7. Unless otherwise indicated in the **SCC**, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **8. Subcontracting**

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

## **9. Liquidated Damages**

- 9.1. The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity may rescind or terminate this Contract, without prejudice to other courses of action and remedies available under the circumstances.
- 9.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

## **10. Site Investigation Reports**

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

## **11. The Procuring Entity, Licenses and Permits**

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

## **12. Contractor's Risk and Warranty Security**

- 12.1. The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.
- 12.2. The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
- 12.3. Unless otherwise indicated in the SCC, in case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GoP in his favor shall be offset to recover the costs.
- 12.4. After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for "Structural Defects," *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or "Structural Failures," *i.e.*, where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:
- (a) Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
  - (b) Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
  - (c) Procuring Entity's Representatives/Project Manager/Construction Managers and Supervisors – The project owner's representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;

- (d) Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.
- (e) Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.
- 12.5. The warranty against Structural Defects/Failures, except those occasioned on force majeure, shall cover the period specified in the SCC reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.
- 12.6. The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

Form of Warranty	Amount of Warranty Security Not less than the Percentage (%) of Total Contract Price
(a) Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Five Percent (5%)
(b) Bank guarantee confirmed by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Ten Percent (10%)
(c) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission	Thirty Percent (30%)

- 12.7. The warranty security shall be stated in Philippine Pesos and shall remain effective for one year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.
- 12.8. In case of structural defects/failure occurring during the applicable warranty period provided in GCC Clause 12.5, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein

upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

### **13. Liability of the Contractor**

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

### **14. Procuring Entity's Risk**

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

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

### **15. Insurance**

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

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

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

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

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

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

## **16. Termination for Default of Contractor**

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

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

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

## **17. Termination for Default of Procuring Entity**

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

- (a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of this Contract; or

- (b) The prosecution of the Work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

## **18. Termination for Other Causes**

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



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

## **19. Procedures for Termination of Contracts**

- 19.1. The following provisions shall govern the procedures for the termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
  - (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:

- (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
- (ii) the extent of termination, whether in whole or in part;
- (iii) an instruction to the Contractor to show cause as to why this Contract should not be terminated; and
- (iv) special instructions of the Procuring Entity, if any.

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

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract;
  - (d) The Procuring Entity may, at anytime before receipt of the Contractor's verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
  - (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
  - (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.
- 19.2. Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

- (a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP");
- (b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
  - (i) Employment of competent technical personnel, competent engineers and/or work supervisors;
  - (ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - (iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  - (iv) Deployment of committed equipment, facilities, support staff and manpower; and
  - (v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
- (c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- (d) Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System ("CPES") rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance:
  - (i) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
  - (ii) Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.

- (e) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

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

## **20. Force Majeure, Release From Performance**

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

## **21. Resolution of Disputes**

- 21.1. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 21.2. If the Contractor believes that a decision taken by the Procuring Entity's Representative was either outside the authority given to the Procuring Entity's

Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the **SCC** within fourteen (14) days of the notification of the Procuring Entity's Representative's decision.

- 21.3. Any and all disputes arising from the implementation of this Contract covered by the R.A. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": *Provided, however*, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of the Act and its IRR: *Provided, further*, That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

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

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

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

## **23. Procuring Entity's Representative's Decisions**

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

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

- 24.1. All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity's Representative before its use.
- 24.2. The Contractor shall be responsible for design of Temporary Works.

24.3. The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

24.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

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

25.1. When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity's Representative will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

25.2. If the Contractor's Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

## **26. Extension of the Intended Completion Date**

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

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

## **27. Right to Vary**

27.1. The Procuring Entity's Representative with the prior approval of the Procuring Entity may instruct Variations, up to a maximum cumulative amount of ten percent (10%) of the original contract cost.

27.2. Variations shall be valued as follows:

- (a) At a lump sum price agreed between the parties;
- (b) where appropriate, at rates in this Contract;
- (c) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which

- (d) at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the HoPE.

## **28. Contractor's Right to Claim**

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

## **29. Dayworks**

- 29.1. Subject to **GCC** Clause 43 on Variation Order, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.
- 29.2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity's Representative. Each completed form shall be verified and signed by the Procuring Entity's Representative within two days of the work being done.
- 29.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

## **30. Early Warning**

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

## **31. Program of Work**

- 31.1. Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 31.2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

- 31.3. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.
- 31.4. The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.
- 31.5. When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 31.6. All Variations shall be included in updated Program of Work produced by the Contractor.

## **32. Management Conferences**

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

## **33. Bill of Quantities**

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



- 33.4. If requested by the Procuring Entity's Representative, the Contractor shall provide the Procuring Entity's Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

### **34. Instructions, Inspections and Audits**

- 34.1. The Procuring Entity's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.
- 34.2. If the Procuring Entity's Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.
- 34.3. The Contractor shall permit the Funding Source named in the SCC to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

### **35. Identifying Defects**

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

### **36. Cost of Repairs**

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

### **37. Correction of Defects**

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

request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

### **38. Uncorrected Defects**

- 38.1. The Procuring Entity shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.
- 38.2. The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

### **39. Advance Payment**

- 39.1. The Procuring Entity shall, upon a written request of the contractor which shall be submitted as a contract document, make an advance payment to the contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum or, at the most two, installments according to a schedule specified in the SCC.
- 39.2. The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.
- 39.3. The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.
- 39.4. The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
- 39.5. The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in SCC Clause 39.1.

### **40. Progress Payments**

- 40.1. The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the SCC, materials and equipment delivered on the site but not completely put in place shall not be included for payment.
- 40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:

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

#### **41. Payment Certificates**

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

#### **42. Retention**

- 42.1. The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Sub-Clause 42.2.

- 42.2. Progress payments are subject to retention of ten percent (10%), referred to as the "retention money." Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.
- 42.3. The total "retention money" shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.
- 42.4. On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee in a form acceptable to the Procuring Entity.

#### **43. Variation Orders**

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

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

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

- (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Procuring Entity concerned shall not exceed thirty (30) calendar days.

#### **44. Contract Completion**

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

#### **45. Suspension of Work**

- 45.1. The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.
- 45.2. The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:
- (a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
  - (b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
  - (c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
  - (d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
  - (e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative

that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.

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

#### **46. Payment on Termination**

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

#### **47. Extension of Contract Time**

- 47.1. Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.

- 47.2. No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 47.3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 47.4. No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.
- 47.5. Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the HoPE. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

#### **48. Price Adjustment**

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



#### **49. Completion**

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

#### **50. Taking Over**

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

#### **51. Operating and Maintenance Manuals**

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

## *Section V. Special Conditions of Contract*

# Special Conditions of Contract

GCC Clause									
1.17	The <b>Intended Completion Date</b> is within Three Hundred Sixty Five (365) Calendar Days from receipt of NTP.								
1.22	The Procuring Entity is the Procurement Service								
1.23	The Procuring Entity’s Representative is:  ELISA MAY ARBOLEDA-CUEVAS Executive Director PROCUREMENT SERVICE Cristobal St., Paco Manila								
1.24	The <b>Site</b> is located as follows: <table><tr><th>Qty</th><th>Item / Description</th><th>Location</th></tr><tr><td>1 Lot</td><td>Design and Build of the University of the Philippines Los Baños University Health Service Building Extension (Phase 1)</td><td>University of the Philippines, Los Banos Campus along Domingo M. Lantican Avenue, Upper Campus, UPLB, College, Laguna</td></tr></table>			Qty	Item / Description	Location	1 Lot	Design and Build of the University of the Philippines Los Baños University Health Service Building Extension (Phase 1)	University of the Philippines, Los Banos Campus along Domingo M. Lantican Avenue, Upper Campus, UPLB, College, Laguna
Qty	Item / Description	Location							
1 Lot	Design and Build of the University of the Philippines Los Baños University Health Service Building Extension (Phase 1)	University of the Philippines, Los Banos Campus along Domingo M. Lantican Avenue, Upper Campus, UPLB, College, Laguna							
1.28	The Start Date is <i>the effective date indicated in the Notice to Proceed</i> .								
1.31	Design and Build of the University of the Philippines Los Baños University Health Service Building Extension (Phase 1).								
2.2	No further instructions.								
5.1	The <b>UPLB</b> shall give possession of all parts of the Site to the Contractor beginning on the date of effectivity of contract until the date of its termination and/or project completion.								
6.5	The Design and Build Contractor shall employ the following <b>Key Personnel as stated in BDS Clause 12.1(b)(ii) (ii.2)</b> .								
7.4(c)	No further instructions.								
7.7	No further instructions.								
8.1	No further instructions.								
10	The site investigation reports are as stated in the Terms of Reference.								
12.3	No further instructions.								

*P*

12.5	<p>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</p> <p>In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years.</p> <p>In case of other structures, such as Bailey and wooden bridges, shallow wells, spring developments, and other similar structures: Two (2) years.</p> <p>The Certificate of Acceptance shall be issued by the UPLB after the one-year defects and failures, if any, shall have been repaired by the Contractor to the satisfaction of UPLB. This Certificate shall be issued after the submission of an Acceptance Report by the Inspectorate Team and the warranty certificate of the Contractor.</p> <p>However, the contractor will still be held responsible for structural defects and/or failure of the completed project. The warranty period shall be 15 years from the final acceptance.</p> <p>In effect, even after the defects liability period, the warranty security shall still be required during the above applicable periods, and shall be returned only after the lapse of the above applicable warranty period. The warranty should be the full amount for the first year, and renewable every year thereafter, but subject to a reduction every year by the amount of depreciation on a straight line basis. For example, a project with a five (5) year warranty will have on its first year of warranty the full amount, for the second year 4/5 of the full amount, for the third year 3/5 of the full amount, for the fourth year 2/5 of the full amount, and the fifth year 1/5 of the full amount. Thus, for a five-year contract worth P 100 million, a warranty security in the form of a surety bond shall amount to P 30 million on the first year, P24 million on the second, P18 million on the third, P12 million on the fourth, and P6 million on the last year of effectivity.</p>
13	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.
15	<p>Contractor's All Risk Insurance (CARI)</p> <p>Shall be submitted by the contractor as part of the requirements for contract facilitation.</p>

18.3(h)(i)	No further instructions.
21.2	<p>The Arbiter is:</p> <p>Construction Industry Arbitration Commission  2/F &amp; 5/F, Executive Center Bldg.  369 Gil Puyat Ave., cor. Makati Ave., Makati City  Tel. Nos.: (+632) 895.4424 / 895.6826  Fax No.: (+632) 897.9336  E-mail: <a href="mailto:ciapdti@yahoo.com">ciapdti@yahoo.com</a></p>
29.1	No dayworks are applicable to the contract.
31.1	The contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>ten (10) calendar days</i> from acceptance of Notice of Award.
31.3	<p>The period between Program of Work updates is 30 calendar days.</p> <p>The amount to be withheld for late submission of an updated Program of Work is 5% of the contract amount.</p>
34.3	The Funding Source is the <i>Government of the Philippines</i> .
39.1	The amount of the advance payment is 15% of the Contract Price to be requested / released after the Design Phase.
40.1	No further instructions.
51.1	<p>The date by which operating and maintenance manuals are required is 10 days after project completion.</p> <p>The date by which "as built" drawings are required is 10 days after project completion.</p>
51.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is 5% of the contract amount.

## ***Section VI. Specifications***

*(Pls see attached separately compiled Terms of Reference (TOR))*

**Design and Construction of  
UNIVERSITY OF THE PHILIPPINES LOS BAÑOS  
UNIVERSITY HEALTH SERVICE  
BUILDING EXTENSION (PHASE 1)**  
Los Baños, Laguna

**TERMS OF REFERENCE**  
- Design and Build -

---

Office of Design and Planning Initiatives  
OFFICE OF THE VICE PRESIDENT FOR DEVELOPMENT  
UNIVERSITY OF THE PHILIPPINES

*ρ*

---

# TERMS OF REFERENCE

## TABLE OF CONTENTS

<i>Part</i>	<i>Sub-Part</i>	<i>Heading</i>	<i>Page Number</i>
<b>PART I</b>		<b>GENERAL PROJECT INFORMATION</b>	
	1.0	PROJECT DESCRIPTION	I – 1 of 5
	1.1	Project Title	I – 1 of 5
	1.2	General Description	I – 1 of 5
	1.3	Project Components	I – 1 of 5
	2.0	BACKGROUND	I – 2 of 5
	3.0	PROCUREMENT MODE	I – 3 of 5
	4.0	PROCUREMENT OBJECTIVES	I – 3 of 5
	5.0	GENERAL SCOPE OF WORK	I – 4 of 5
	5.1	Design Phase	I – 4 of 5
	5.2	Construction Phase	I – 4 of 5
	6.0	APPROVED BUDGET AND PROJECT DURATION	I – 5 of 5
	7.1	Approved Budget for the Contract	I – 5 of 5
	7.2	Project Duration	I – 5 of 5
<b>PART II</b>		<b>DETAILED PROJECT REFERENCE</b>	
	1.0	CONCEPTUAL DESIGNS	II – 1 of 8
	1.1	Classification	II – 1 of 8
	1.2	Main Requirements	II – 1 of 8
	1.3	Site Development Plan	II – 5 of 8
	2.0	ARCHITECTURAL AND ENGINEERING DESIGN PARAMETERS	II – 5 of 8
	2.1	General A&E Design Parameters	II – 5 of 8
	2.2	General Performance Specifications	II – 6 of 8



<i>Part</i>	<i>Sub-Part</i>	<i>Heading</i>	<i>Page Number</i>
<b>PART III</b>		<b>DETAILED ARCHITECTURAL AND ENGINEERING DESIGNS</b>	
	1.0	DETAILED ARCHITECTURAL DESIGN PLANS AND SPECIFICATIONS	III – 1 of 1
	2.0	DETAILED ENGINEERING DESIGN PLANS AND SPECIFICATIONS	III – 1 of 1
<b>PART IV</b>		<b>DETAILED ESTIMATES</b>	
	1.0	PROJECT COST ESTIMATES	IV – 1 of 2
<b>PART V</b>		<b>CONSTRUCTION PHASE</b>	
	1.0	PERMIT AND CLEARANCES	V – 1 of 3
	2.0	TEMPORARY STRUCTURES AND FACILITIES	V – 1 of 3
	3.0	MOBILIZATION	V – 1 of 3
	4.0	CONSTRUCTION SUPERVISION	V – 1 of 3
	5.0	ELECTRIFICATION	V – 2 of 3
	6.0	QUALITY CONTROL	V – 2 of 3
	7.0	PROPOSED DESIGN AND CONSTRUCTION SCHEDULE	V – 2 of 3
	8.0	MINIMUM CONSTRUCTION SAFETY AND HEALTH PROGRAM	V – 2 of 3
	8.1	Safety Program	V – 2 of 3
	8.2	Health Program	V – 2 of 3
	9.0	AS-BUILT PLANS	V – 3 of 3
<b>PART VI</b>		<b>PROPONENT'S/BIDDER'S RESPONSIBILITIES</b>	
	1.0	BIDDING	VI – 1 of 2
	2.0	PRELIMINARY SURVEYS AND STUDIES	VI – 1 of 2
	3.0	PLANNING AND DESIGN PHASE	VI – 1 of 2
<b>PART VII</b>		<b>RESPONSIBILITIES OF THE UNIVERSITY OF THE PHILIPPINES</b>	
	1.0	RIGHT-OF-WAY	VII – 1 of 1
	2.0	ENVIRONMENTAL CLEARANCE CERTIFICATE	VII – 1 of 1
	3.0	ELECTRICAL FACILITIES	VII – 1 of 1

*f*

<i>Part</i>	<i>Sub-Part</i>	<i>Heading</i>	<i>Page Number</i>
<b>PART VIII</b>		<b>PROJECT ACCEPTANCE AND TURNOVER</b>	VIII – 1 of 1
<b>PART IX</b>		<b>ANNEXES</b>	
	1.0	VICINITY MAP	IX – 1 of 9
	2.0	CHECKLIST OF REQUIREMENTS - DETAILED ARCHITECTURE DESIGNS	IX – 2 of 9
	3.0	CHECKLIST OF REQUIREMENTS - DETAILED ARCHITECTURAL INTERIOR DESIGNS	IX – 2 of 9
	4.0	CHECKLIST OF REQUIREMENTS - DETAILED LANDSCAPE ARCHITECTURE DESIGNS	IX – 3 of 9
	5.0	CHECKLIST OF REQUIREMENTS - STRUCTURAL DESIGNS	IX – 4 of 9
	6.0	CHECKLIST OF REQUIREMENTS – SANITARY/PLUMBING DESIGNS	IX – 5 of 9
	7.0	CHECKLIST OF REQUIREMENTS – ELECTRICAL DESIGNS	IX – 6 of 9
	8.0	CHECKLIST OF REQUIREMENTS FOR THE ELECTRICAL AUXILIARIES DESIGNS	IX – 7 of 9
	9.0	CHECKLIST OF REQUIREMENTS FOR THE MECHANICAL DESIGNS	IX – 8 of 9

END OF TABLE OF CONTENTS

i

## PART I

### GENERAL PROJECT INFORMATION

#### **1.0 PROJECT DESCRIPTION**

##### **1.1 Project Title:**

Bidding for the **Design and Construction of the University of the Philippines Los Baños University Health Service Building Extension (Phase 1).**

##### **1.2 General Description**

The project shall cover the **design and construction** of the University of the Philippines Los Baños University Health Service Building Extension (Phase 1) at Los Baños Campus. The proposed site is at the back of the existing University Health Service located along Domingo M. Lantican Avenue, Upper Campus, UPLB, College, Laguna.

The plans and designs shall be in accordance with the UP-approved Schematic Design Plans and the General Site Development and Building Design Specifications as prescribed in this Terms of Reference (TOR). The project shall have an Approved Budget for the Contract (ABC) of Thirty Two Million Three Hundred Fifteen Thousand Three Hundred Eighty Five Pesos (Php 32,315,385.00).

The site shall be developed to accommodate the required standard requirements of a Level 1 Hospital as prescribed by the National Building Code of the Philippines and other generally-accepted design standards for such facility.

The project subject of this TOR is the design and construction of University Health Service Extension Building at Los Baños Campus. It is funded by the GAA 2015.

##### **1.3 Project Components**

The project shall have the following basic components:

- (a) Completed Architectural and Engineering (A&E) Plans and Designs for University Health Service Extension Building at Los Baños Campus Building at Los Baños Campus, including Site and Landscape Development, Building, Structures and Facilities.

Such plans, designs and specifications shall be subject to review and approval by the University. The Design Development (DD) and the Contract Documents (CD) phases of the design shall continue after the bid is awarded. It shall likewise be subject to review and approval by the University.

- (b) Construction of the University Health Service Extension Building Site Development, Buildings, Structures and Facilities.

The bid shall be based on schematic plans by the Office of Design and Planning Initiatives (ODPI) which are pre-approved by the University.



- (c) Aside from the A&E professional design fees, other incidental expenses that is also to the account of the winning bidder shall include the geodetic survey of the project lot, soil bearing and geotechnical tests and other required geologic and geomorphologic tests, and other design and construction requirements.
- (d) Compliance with all applicable permits/licensing and documentary requirements.

## **2.0 BACKGROUND**

The founding of the UP College of Agriculture in 1909 led to the creation of one of the oldest support services of the University of the Philippines Los Baños, five years later...the University Health Service, also known as the *UPLB Infirmary* or *UPLB Health Serve*.

The University Health Service was initially created in 1914 as a clinic to address the felt need for medical services of the pioneering few faculty members and students then of the College of Agriculture. Originally named the College Health Service, the clinic was situated in the upper floor of the old Agricultural Economics building at the present site of the Humanities building. It was manned only by one nurse, Mr. Felix Valera until eventually junior resident doctors from the Philippine General Hospital rotating from a period of 6 months to 1 year were assigned to head the clinic. The very first resident assigned was Dr. Herminio Velarde, Sr., followed by Dr. Jose Villacorta.

A few years later, Dr. Sixto A. Francisco informally expanded the clinic's dispensary services to provide interim infirmary services in one of the guest houses in front of the old Molawin Mess Hall by the foot of Palma Bridge. On June 14, 1930, Dr. Francisco formally assumed the position as Director, and the College Health Service officially became the U.P. Los Baños Infirmary, with a capacity of 25 beds, and facilities for confinement, minor surgery cases and dental services. Dr. Francisco was succeeded by Dr. Ascalon who hailed from San Pablo, Laguna. He unfortunately died in a vehicular accident while on his way for work at the Infirmary. Dr. Villaruz of Central Luzon assumed his post, and thereafter by Dr. Jaime Laico, Dr. Arturo B. Rotor, Dr. Ambrosio F. Tangco, Dr. Roman Bersamin, and Dr. Thierry F. Garcia, all junior residents of PGH at that time.

The ravage of the Second World War in 1945 did not prevent the Infirmary from being burned down to ashes. This was during the first term as Director of Dr. Antonio G. Tan, a native of Bay, Laguna, who was also a graduate of UP-PGH. From its original abode in the current Department of Military Science & Tactics site, the Infirmary had to hold temporary office at the Home Economics building of the old Rural High School, while the DMST facility was occupied by the American medical staff. When the Japanese occupied the UPLB campus, the entire Infirmary staff was urgently convened by Dr. Tan to elude the Japanese. Except for the Chief Nurse Mr. Galicano Ilagan, they all headed to the mountains in Putho toward the shore of Mayondon to board bancas operated by guerillas. They sailed towards Cabuyao during which their sail encountered a misfortune when one outrigger detached. The group stayed in Cabuyao until safety was assured. Seventeen staff and their families had been saved.

P

Unfortunately, Mr. Ilagan who preferred to gather around 200 other civilians to find refuge at the Chapel of St. Therese, was the first to be massacred by the Japanese. Dr. Tan served as the Director of the Infirmary until 1961 when he was sent to Minneapolis to pursue a post-graduate degree in Hospital Administration under the scholarship by USAID, together with Dr. Ambrosio F. Tangco and Dr. Santiago De Guzman. His post was assumed by Dr. Serafin R. Panggat, Sr. who served until 1977. Dr. Tan assumed his second term as Director in 1978, after initiating the post-graduate degree in Hospital Administration at the Institute of Hygiene, now the College of Public Health of U.P. Manila, as one of the core faculty.

During the Liberation, the Infirmary relocated to the Entomology building in 1946 until it was reconstructed through War Damage Funds from the United States. It transferred to its new building at the present site in April 1972, during the headship of Dr. Panggat, Sr. In 1974, upon the recommendation of the Board of Regents, the organization was renamed the UPLB Health Service; and in 1987, to its present name, the University Health Service.

Beginning under the supervision of the College of Agriculture in 1914, to the Office of the Vice-Chancellor for Instruction in the early 70's, and to the Office of the Vice-Chancellor for Administration in the 80's, the UHS is now under the Office of the Vice-Chancellor for Community Affairs since the latter's constitution in 1997.

The growth of the University Health Service gained mileage in 1995 during the term of Dr. Emiliano S. Mendoza when it was elevated by the Department of Health into a secondary level general hospital. Its development was carried on by his immediate successor Dr. Ma. Victoria S. Matias-Turalba, and henceforth by Dr. Jessie Imelda R. Foronda-Walde and Dr. Marilyn M. Palma-Reaño.

Previously providing clinical care and management of prevalent health needs of the UPLB community as a primary level general hospital, the UHS is now capable of rendering comprehensive health care at the secondary level. The Operating Room Complex was made functional in 1999 to enable major surgeries to be performed. Networking of services was executed with the support of the UPLB Central Administration to provide a wider range of diagnostic and therapeutic services. An additional one-storey building was constructed in 2003 to house medical out-patient services. Preventive and promotive activities such as the free Annual Medical Examination for UPLB employees, preventive dental services to include expanded restorative dental care, Diabetes & Nutrition Clinic, Nutrition Counseling, and yearly Mass Immunization Project, among others have been initiated and consistently enhanced. Visiting consultants in various areas of specialization have also been consistent partners in addressing patient care. With the unrelenting support of the UPLB Central Administration, continuous rehabilitation and upgrading of physical facilities and acquisition of vital equipment is realized, making it a well-equipped 30-bed first level referral government hospital.

And now, on its 100 years of existence, the University Health Service moves forward, as it prepares the next generations of the UPLB community to come, and be provided with compassionate health care that is like no other.

*P*

### **3.0 PROCUREMENT MODE**

- 3.1 The Design and Build scheme of procurement was recommended, endorsed and adopted pursuant to the guidelines provided in Annex "G" – *Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects* of the IRR of RA 9184.

### **4.0 PROCUREMENT OBJECTIVES**

- 4.1 To prepare complete A&E Plans and related studies/investigations that consider the following:
- (a) Optimal benefits for all stakeholders, which include the procuring entity, the direct users and the UPLB community.
  - (b) Responsiveness to non-permanent transitional housing for young faculty and staff, projected on-campus housing demands, and faculty and staff population.
  - (c) Market, financial and economic viability balanced with social responsibility.
  - (d) Conformity to relevant laws, design standards and legal procedures.
- 4.2 To build a hospital facility that factors in the following principles:
- (a) Sustainable building and development by using renewable energy
  - (b) Minimizing adverse impacts on the natural environment
  - (c) Comprehensive A&E concepts including:
    - (i) day lighting and electric lighting concepts;
    - (ii) natural ventilation and thermal comfort concepts;
    - (iii) green architecture and engineering concepts;
    - (iv) environmental health concepts;
    - (v) safe building concepts;
    - (vi) other applicable concepts.
  - (d) Site development and building design adaptability and flexibility to organizational, community and technological changes.
- 4.3 To implement a turnover procedure in accordance with Part VIII Project Acceptance and Turnover.

### **5.0 GENERAL SCOPE OF WORK**

#### **5.1 Design Phase**

- (a) Geodetic Survey
  - (b) Soil Foundation Investigation
  - (c) A&E Design Development Plans, Elevations and Sections **(Phase I & Phase II)**
  - (d) Detailed Architectural Designs and Plans **(Phase I & Phase II)**
  - (e) Detailed Architectural Interior Designs and Plans **(Phase I & Phase II)**
  - (f) Detailed Site Development Designs and Plans **(Phase I & Phase II)**
  - (g) Detailed Site and Building Engineering Designs and Plans **(Phase I & Phase II)**
    - (i) Structural
    - (ii) Sanitary/Plumbing
- f

- (iii) Electrical
- (iv) Electrical Auxiliaries
- (v) Mechanical (Fire Protection, AC Systems)
- (h) Detailed Estimates, Bill of Quantities **(Phase I & Phase II)**
- (i) Scope of Works and Technical Specifications **(Phase I & Phase II)**
- (j) Proposed Design and Construction Schedule
- (k) Health and Safety Program for the Construction Phase

## 5.2 Construction Phase **(Phase I)**

- (a) General Requirements
  - (i) Permits (Building Permit, Electrical Permit, Sanitary Permit, Mechanical Permit, Zoning Permit, Fire Safety Permit, etc.)
  - (ii) Project Billboard
- (b) Temporary Facilities and Facilities for the Engineer
- (c) Demolition Works
- (d) Earth Works
- (e) Structural Works
- (f) Architectural Works
- (g) Sanitary/Plumbing Works
- (h) Electrical Works
- (i) Electrical Auxiliaries Works
- (j) Mechanical (Fire Protection, AC Systems)
- (k) Architectural Interior Design Works

## **6.0 APPROVED BUDGET AND PROJECT DURATION**

The Approved Budget for the Contract (ABC) is Thirty Two Million Three Hundred Fifteen Thousand Three Hundred Eighty Five Pesos (Php 32,315,385.00).

- 6.1 The Approved Period for the design and construction is **Three Hundred Sixty Five (365) calendar days** starting seven (7) calendar days from the receipt by the Contractor of the Notice to Proceed.

END OF PART I

12

**PART II****DETAILED PROJECT REFERENCE****1.0 CONCEPTUAL DESIGNS**

The proponent/bidder shall abide by these criteria and parameters for the Design of the University Health Service Extension Building:

**1.1 Classification**

- (a) Ownership : University Health Service  
University of the Philippines Los Baños
- (b) Type : Two Storey Building Level 1 Hospital Facility

**1.2 Main Requirements**

The proponent/bidder shall consider in their proposal the following requirements of University Health Service Extension Building:

Item	Spaces	Area	Unit	Remarks
<b>A</b>	<b>SITE DEVELOPMENT</b>			
01	Stairs, Ramps & Paved Walks	233.86	sq.m.	Phase 2
02	Roads & Parking	559.17	sq.m.	Phase 2
03	Landscaping	70.65	sq.m.	Phase 2
	<b>Subtotal</b>	<b>863.68</b>	<b>sq.m.</b>	
<b>GROUND FLOOR</b>				
<b>A</b>	<b>BUILDING RENOVATION</b>			
04	Emergency Room	189.71	sq.m.	Phase 2
05	Pharmacy	36.01	sq.m.	Phase 2
06	Pharmacy Stockroom	7.26	sq.m.	Phase 1
07	Medical Records	51.33	sq.m.	Phase 2
08	Corridor 1	63.91	sq.m.	Phase 2
09	Public Toilet 1	17.11	sq.m.	Phase 2
10	Nurse Station 1	31.88	sq.m.	Phase 2
11	Consultation and Treatment 6	17.11	sq.m.	Phase 2
12	Entrance to Lobby	23.34	sq.m.	Phase 2
13	Information/Reception Area	77.45	sq.m.	Phase 2
14	Admitting and Records	34.32	sq.m.	Phase 1
15	Public Toilet 2	31.18	sq.m.	Phase 2
16	Power Room	3.88	sq.m.	Phase 2
17	Fire Exit	15.64	sq.m.	Phase 2
18	Corridor 2	8.37	sq.m.	Phase 1
19	Pathologist Office	17.53	sq.m.	Phase 2

P



20	Power Plant/ Transformer	26.79	sq.m.	Phase 2
21	Imaging/Radiology	109.18	sq.m.	Phase 2
22	Laboratory	64.26	sq.m.	Phase 2
23	Nutritionist Clinic	21.90	sq.m.	Phase 2
24	Dental Clinic	69.17	sq.m.	Phase 2
25	Lobby 2	14.40	sq.m.	Phase 2
26	Conference Room	58.96	sq.m.	Phase 2
27	Conference Room Pantry	18.07	sq.m.	Phase 2
28	Office	11.38	sq.m.	Phase 2
29	Chief Nurse Office	6.2	sq.m.	Phase 1
30	Equipment Supply Room	3.35	sq.m.	Phase 1
31	Dirty Utility Room	3.35	sq.m.	Phase 1
32	Stairs	8.37	sq.m.	Phase 1
	<b>Subtotal for Phase 1 only</b>	<b>71.22</b>	<b>sq.m.</b>	
<b>B</b>	<b>BUILDING EXTENSION</b>			
29	Lobby 1	19.83	sq.m.	Phase 2
30	Atrium Waiting Area	70.75	sq.m.	Phase 2
31	Lobby 1 Waiting Area	24.78	sq.m.	Phase 2
32	Consultation and Treatment 1	17.11	sq.m.	Phase 1
33	Maintenance and Housekeeping Area	22.88	sq.m.	Phase 1
34	Corridor 3	26.77	sq.m.	Phase 1
35	Consultation and Treatment 2	17.49	sq.m.	Phase 1
36	Consultation and Treatment 3	17.11	sq.m.	Phase 1
37	Consultation and Treatment 4	17.11	sq.m.	Phase 1
38	Consultation and Treatment 5	17.11	sq.m.	Phase 1
39	Dietary	62.99	sq.m.	Phase 1
40	Dining Area	32.15	sq.m.	Phase 1
41	Central Supply Room	25.83	sq.m.	Phase 1
42	Linen Area	22.06	sq.m.	Phase 1
43	Engineering, Maintenance & Housekeeping	9.10	sq.m.	Phase 1
44	Corridor 4	28.11	sq.m.	Phase 1
45	Covered Walk Entrance	103.77	sq.m.	Phase 2
46	Cadaver Holding Area	27.09	sq.m.	Phase 2
47	Dry Storage/Locker/Toilet	9.735	sq.m.	Phase 1
48	Stairs	7.85	sq.m.	Phase 1
49	Waiting Area	33.5	sq.m.	Phase 1
	<b>Subtotal for Phase 1 Only</b>	<b>366.905</b>	<b>sq.m.</b>	
<b>SECOND FLOOR</b>				
<b>A</b>	<b>BUILDING RENOVATION</b>			
47	Surgical Area	98.36	sq.m.	Phase 2
48	Birthing Area	69.76	sq.m.	Phase 2
49	Birthing Area Scrub-up	2.14	sq.m.	Phase 2
50	Transfer Bay	14.35	sq.m.	Phase 2
51	Recovery Room	34.86	sq.m.	Phase 2
52	Minor Operating Room (Endoscopy)	17.75	sq.m.	Phase 2

P

53	Call Room w/ Toilet	16.47	sq.m.	Phase 2
54	Nurse Station 2	33.58	sq.m.	Phase 2
55	Changing Rooms	23.73	sq.m.	Phase 2
56	EE Room	2.14	sq.m.	Phase 2
57	Corridor 5	8.37	sq.m.	Phase 1
58	Central Sterilizing & Supply Room (CSSR)	32.10	sq.m.	Phase 1
59	Fire Exit stair 1	15.60	sq.m.	Phase 1
60	Nursery (Breastfeeding, Nurse Station)	18.49	sq.m.	Phase 1
61	Administration Office (Lobby, Storage & Pantry)	17.05	sq.m.	Phase 2
62	Information/ Consultation Area	37.82	sq.m.	Phase 2
63	Prayer Area	7.49	sq.m.	Phase 2
64	Nurse Station 3	24.20	sq.m.	Phase 2
65	Private Room 1	16.90	sq.m.	Phase 2
62	Private Room 2	16.90	sq.m.	Phase 2
63	Private Room 3	16.90	sq.m.	Phase 2
64	Private Room 4	16.90	sq.m.	Phase 2
65	Private Room 5	16.90	sq.m.	Phase 2
62	Private Room 6	16.90	sq.m.	Phase 2
63	Private Room 7	17.90	sq.m.	Phase 2
64	Private Room 8	16.90	sq.m.	Phase 2
65	Private Room 9	16.90	sq.m.	Phase 2
62	Semi Private Room 1	16.90	sq.m.	Phase 2
63	Semi Private Room 2	16.90	sq.m.	Phase 2
64	Linen Closet	2.43	sq.m.	Phase 2
65	Janitor's Closet	6.65	sq.m.	Phase 2
66	4-Bed Pedia Ward (Non-AC)	25.35	sq.m.	Phase 2
67	4-Bed Student Male Ward 2 (Non-AC)	17.90	sq.m.	Phase 2
68	4-Bed Student Female Ward 2 (Non-AC)	17.91	sq.m.	Phase 2
69	Corridor 6	74.81	sq.m.	Phase 2
70	Fire Exit 2	20.52	sq.m.	Phase 2
71	Corridor 8	13.40	sq.m.	Phase 1
	<b>Subtotal for Phase 1 only</b>	<b>87.96</b>	<b>sq.m.</b>	
<b>B</b>	<b>BUILDING EXTENSION</b>			
71	Administration Office (Inclusive of common toilet)	68.78	sq.m.	Phase 2
72	Corridor 7	23.40	sq.m.	Phase 1
73	Nursery (Premature, Pathological)	18.76	sq.m.	Phase 1
74	Central Sterilizing & Supply Room (CSSR)	32.56	sq.m.	Phase 1
75	Corridor 8	26.38	sq.m.	Phase 1
76	Private Suite 1	17.75	sq.m.	Phase 1
77	Private Suite 2	17.49	sq.m.	Phase 1
78	Private Suite 3	17.75	sq.m.	Phase 1
79	Fire Exit 3	22.88	sq.m.	Phase 1

F

80	Storage	4.78	sq.m.	Phase 1
81	4-Bed Student Male Ward 2 (Non-AC)	7.44	sq.m.	Phase 1
82	4-Bed Student Female Ward 2 (Non-AC)	7.43	sq.m.	Phase 1
83	4-Bed Student Male Ward 1 (Non-AC)	7.44	sq.m.	Phase 1
84	4-Bed Student Female Ward 1 (Non-AC)	7.44	sq.m.	Phase 1
85	Isolation Room 1	16.90	sq.m.	Phase 1
86	Isolation Room 2	17.40	sq.m.	Phase 1
87	Isolation Room 3	16.90	sq.m.	Phase 1
88	Fire Exit 4	22.06	sq.m.	Phase 1
89	Storage	4.47	sq.m.	Phase 1
90	Information/ Consultation Area	10.66	sq.m.	Phase 2
91	Corridor 9	28.10	sq.m.	Phase 1
92	Roof Deck	112.09	sq.m.	Phase 2
Subtotal for Phase 1 only		317.33	sq.m.	
<b>Total Area for Phase 1 Only</b>		<b>843.415</b>	<b>sq.m.</b>	

*Note: Computations of room area requirements will be performed by the Consultant engaged for the Pre-Design services but not less than the area of refurbished materials (excluding future development).*

### 1.3 Site Development Plan

- (a) Site components shall consist of buildings, driveways, ample parking, green areas and other landscape elements.
- (b) The proponent/bidder shall fit in the above mentioned services in the Site Development Plan
- (c) Lot Occupancy, Building Shape and Orientation:
  - (i) To allow for efficient traffic circulation between buildings and to provide adequate ventilation, individual building footprint shall not cover more than 38% of its allocated lot (building to block ratio).
  - (ii) Building shape shall be in accordance with the drawings recommended and provided by the ODPI.
- (d) Circulation
  - (i) Minimum number of entry points and total width shall follow the NBC and Fire Code provisions.
  - (ii) Detailed designs shall provide for pedestrian and vehicular traffic for the projected user population. Circulation and parking areas shall be provided in relation to the overall housing development master plan.
  - (iii) The circulation system shall designate emergency routes.

*P*

## 2.0 ARCHITECTURAL AND ENGINEERING DESIGN PARAMETERS

### 2.1 General A&E Design Parameters

- (a) Use of Appropriate Building Design and Technology
  - (i) The architectural character of the building should appropriately project the image of a two-storey building under the National Building Code of the Philippines, and all its services.
  - (ii) Building form shall be adapted to tropical climate conditions and the functional requirements of a residential structure.
  - (iii) Detailed design of interior spaces should accommodate the building program.
  - (iv) Building systems shall adopt energy-efficient and user-friendly technologies. Day lighting shall be interfaced with energy-efficient electric lighting. Passive cooling systems shall be incorporated.
  - (v) Maximum number of stories is two (2).
  - (vi) Building envelope, materials and finishes shall be specified in accordance with green building principles. Use of renewable and recyclable materials should be maximized.
- (b) Compliance with Relevant Laws and Design Standards
  - (i) PD 1096 or National Building Code of the Philippines and its Latest and Amended IRR
  - (ii) BP 344 or Accessibility Law and its Latest and Amended IRR
  - (iii) RA 9514 or Fire Code of the Philippines and its Latest and Amended IRR
  - (iv) Laws concerning senior citizens
  - (v) National Structural Code of the Philippines (NSCP) 2010
  - (vi) National Plumbing Code of the Philippines (NPCP)
  - (vii) Sanitation Code of the Philippines
  - (viii) Mechanical Engineering Code of the Philippines
  - (ix) Philippine Electrical Code
  - (x) National Electrical Code
- (c) Incorporation of Waste Management Systems
  - (i) All liquid waste and sewage shall be treated and free from harmful elements prior to their disposal to the waste disposal system.

### 2.2 General Performance Specifications

Unless otherwise specifically specified by UP, the architectural/engineering designs should conform to the specifications set by the University.

#### a. Indoor Environmental Quality (IEQ) Performance Specifications

Indoor Environmental Quality (IEQ)	Space/Area	Specification
<b>LIGHTING</b>		
(i) Illuminance	All areas	300 lux
<b>ACOUSTIC</b>		

*P*

(i) Indoor Noise Level	All patient/consultation rooms	Quiet at 35 dB
(ii) Sound Transmission Class (STC) Value of room partitions	All patient/consultation rooms	STC 40-45
<b>THERMAL COMFORT</b>		
(i) Indoor Temperature	All areas	23 - 25°C
(ii) Humidity	All areas	50%
(iii) Air Velocity	All areas	3-15 meters per minute
(iv) Air Changes per Hour	All areas	10 - 20

- b. Adjacencies and Space Inter-relation  
Spatial disposition shall be based on rational zoning that considers related and complementary uses.
- c. Spatial/ Boundary Definition
- (i) There shall be clear definition of common spaces while incorporating concepts that allow multi-functional uses.
  - (ii) Private and public spaces shall be clearly delineated for privacy and security of tenants.
- d. Design Standards
- (i) Have a thorough understanding of the policies of the University of the Philippines.
  - (ii) Be familiar with the campus development of UPLB, as well as the context of the proposed *University Health Service Extension Building* in relation to the rest of the campus.
  - (iii) Have verified the topographic survey and other site investigation procedures.
  - (iv) Have studied the layout and site development plans of existing buildings to align the development of the proposed building and its site within its environs.
  - (v) Identify the architectural features and academic character of the surrounding structures.
  - (vi) Identify the location of critical areas and portions of utility systems within and around existing buildings, including the outflow direction of sanitary lines, septic tanks, building water meter and water supply lines, power supply service entrances, cisterns and other utility lines.
  - (vii) Have studied the flow of people, vehicles and activity within and proximate to the project site to allow for the provision of sidewalks, lighting systems, directional signs and traffic signs, to effectively design an efficient vehicular and pedestrian circulation route.
  - (viii) Identify the presence of vegetation that may be affected during and after the development of the site and the proposed buildings.
  - (ix) Common or public spaces shall follow general design criteria that would allow ease of egress in times of emergency.
  - (x) Ideal floor-to-ceiling height shall be 3.00 meters, minimum at 2.70 meters.
  - (xi) Provide and install required signages for proper fire escape and identification of private spaces from public spaces.
  - (xii) Enclosures (fences)/ Lot perimeters

*f*

- (xiii) Provisions for special needs
  - (xiv) Consider views and vistas
  - (xv) Safety (on-site and within the vicinity)
  - (xvi) Security systems
  - (xvii) IT systems (Wi-Fi connectivity, etc.)
- e. Environmental Hazards
- (i) Designs for interior and exterior spaces must incorporate disaster-preparedness features.
- f. Maintenance
- (i) The design shall consider both capital and long-run costs. The latter involves efficient life cycle operation.
  - (ii) Energy-efficient systems shall be incorporated to minimize operation costs.
- g. Urban Integration
- (i) Site development shall seamlessly integrate with the circulation and other service systems, either existing or proposed, of the UPLB Zones.
  - (ii) The project should fit well into the UPLB overall ecological concept.

*END OF PART II*

## **PART III**

### **DETAILED ARCHITECTURAL AND ENGINEERING DESIGNS**

#### **1.0 DETAILED ARCHITECTURAL DESIGNS AND PLANS AND SPECIFICATIONS**

- 1.1 The bidder shall prepare and submit a complete set of detailed architectural drawings/plans and specifications of all the structures/buildings (Phase I & Phase II) in accordance with the herein attached checklist of requirements of Annex 2 to 9.

#### **2.0 DETAILED ENGINEERING DESIGNS AND PLANS AND SPECIFICATIONS**

- 2.1 The bidder shall prepare and submit a complete set of detailed engineering drawings/plans and specifications (Phase I & Phase II) for the below cited engineering discipline in accordance with the checklist of requirements of the respective Annexes:

- |     |                           |           |
|-----|---------------------------|-----------|
| (a) | Structural Designs        | - Annex 5 |
| (b) | Sanitary/Plumbing Designs | - Annex 6 |
| (c) | Electrical Designs        | - Annex 7 |
| (d) | Electrical Auxiliaries    | - Annex 8 |
| (e) | Mechanical                | - Annex 9 |

*f*

*END OF PART II***PART IV****DETAILED ESTIMATES****1.0 PROJECT COST ESTIMATES**

The bidder shall prepare and submit for the purpose of the Bill of Quantities (BOQ) in his contract, a detailed cost estimate in accordance with the limit of the available Approved Budget for the Contract and following the sequence of priorities below:

(a) Design Phase

The detailed costing for the design phase is for the preparation, submittal and approval of the following:

- (i) Preliminary Surveys/Studies, including:
  - Geodetic Survey of the Lot
  - Soil Foundation Investigation
  - Location and Invert Elevations of Existing Utilities.
- (ii) A&E Site Design Development Plans and Sections (Phase I & Phase II)
- (iii) Detailed Architectural Plans, Elevations and Sections (Phase I & Phase II)
- (iv) Detailed Architectural Interior Designs and Plans (Phase I & Phase II)
- (v) Detailed Site Development Designs and Plans (Phase I & Phase II)
- (vi) Detailed Site and Building Engineering Designs and Plans (Phase I & Phase II)
  - Structural
  - Sanitary/Plumbing
  - Electrical
  - Electrical Auxiliaries
  - Mechanical
- (vii) Detailed Estimates, Bill of Quantities (Phase I & Phase II)
- (viii) Scope of Works and Technical Specifications (Phase I & Phase II)
- (ix) Proposed Design and Construction Schedule (Phase I)
- (x) Health and Safety Program for the Construction Phase

(b) Construction Phase

- (i) Detailed A&E Fee (Phase I & Phase II)
- (ii) General Requirements (Phase I)
  - Permits (Building Permit / Occupancy Permit, Electrical Permit, Sanitary Permit, Mechanical Permit, Zoning Permit, Fire Safety Permit, etc.)
  - Project Billboard

- (iii) Temporary Facilities and Facilities for the Engineer (Phase I)
- (iv) Demolition Works (Phase I)
- (v) Earth Works (Phase I)
- (vi) Structural Works (Phase I)
- (vii) Architectural Works and Finishes (Phase I)
- (viii) Sanitary/Plumbing Works and Finishes (Phase I)
- (ix) Electrical Works and Finishes (Phase I)
- (x) Electrical Auxiliaries Works and Finishes (Phase I)
- (xi) Mechanical Works and Finishes (Phase I)
- (xii) Architectural Interior Works (Phase I)

*END OF PART IV*

*f*



## **PART V**

### **CONSTRUCTION PHASE**

#### **1.0 PERMITS AND CLEARANCES**

- 1.1 The contractor shall pay for any and all expenses necessary and incidental for UPLB to be able to secure the following:
- (a) Environmental Clearance Certificate (ECC), including the corresponding Tree Cutting Permit from the concerned government agencies, if necessary;
  - (b) Building Permit / Occupancy Permit, Zoning Permit, Electrical Permit, Fire Safety Permit.
- 1.2 The contractor shall, upon authorization by the Municipal Government, make representation with the concerned government agencies to expedite the release of the same.

#### **2.0 TEMPORARY STRUCTURES AND FACILITIES**

- 2.1 The contractor shall provide and maintain the following:
- (a) Temporary office and/or quarters with water, light, telephone and toilet facilities for the contractor's project team personnel and construction project management team.
  - (b) Temporary storage facilities for the contractor's work force complete with toilet and bath facilities.
- 2.2 The contractor shall also prepare and implement a plan for egress upon completion of the project.

#### **3.0 MOBILIZATION**



The contractor shall mobilize all the required project team personnel, equipment, tools and manpower with the required skills and in sufficient number as may be necessary for his efficient undertaking of the project.

#### **4.0 CONSTRUCTION SUPERVISION**

The contractor shall execute all the works under the contract in strict accord with standard engineering methodology and procedures and shall be responsible for maintaining cleanliness and orderliness, health and safety of workers and general public in the project area throughout the duration of the contract.

#### **5.0 ELECTRIFICATION**

The contractor shall pay for expenses for the acquisition of the power connection to the local electric utility/cooperative for the temporary lighting of the work area and temporary facilities.

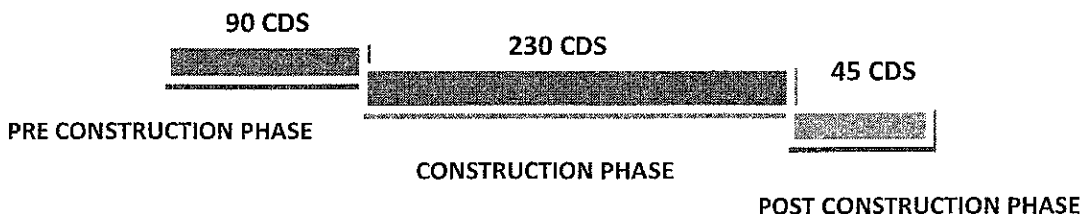
#### **6.0 QUALITY CONTROL**

The contractor shall adhere to the submitted and approved Minimum Material Testing Plan.

#### **7.0 PROPOSED DESIGN AND CONSTRUCTION SCHEDULE**

The target number of days to complete the Project University Health Service Extension Building is **Three hundred sixty five (365) calendar days**, starting seven (7) calendar days upon receipt by the Contractor of the Notice to Proceed.

##### **TIME SCHEDULE**



*Note:*

*The clock will stop every submission of report and resumes only after receipt of written approval to proceed to the next phase/stage.*

#### **8.0 MINIMUM CONSTRUCTION SAFETY AND HEALTH PROGRAM**

The contractor shall abide with the following minimum safety and health program:

*P*

## 8.1 SAFETY PROGRAM

- (a) Contractor provides skull guards, raincoats, working shades, and boots to employees who are assigned to hazardous areas;
- (b) Operators, drivers, and other employees who handle equipment must thoroughly check their equipment, lubricate and handle them properly and should be cautious, extra careful at all times to avoid accidents while on duty;
- (c) Wires, nails, bolts and other pointed objects should be eradicated in the working areas to avoid possible injuries/accidents;
- (d) Seat belts are provided in every truck/vehicle that is being used in the project site;
- (e) Fire extinguishers are to be placed in equipment such as fuel truck; and
- (f) Employees are advised on the use of cigarettes, candles and other flammable materials to avoid occurrence of fire.

## 8.2 HEALTH PROGRAM

- (a) Upon entrance, every employee automatically becomes a member of SSS and Phil Health Corporation;
- (b) A Medicare cabinet which contains over the counter drugs and other first aid supplies are ready for use in case of sickness or accidents that occur. In case of serious incidence, they are immediately brought to nearest hospitals;
- (c) Employees are being lectured once in a while on personal hygiene, number of children one family would have to be able to provide the family's needs of food, clothing and shelter; and
- (d) Strictly no drinking liquor during working hours to ensure safety and for health purposes.

## 9.0 AS-BUILT PLANS

The contractor shall do the preparation and submission of as-built plans duly signed and sealed by an authorized professional technical personnel in the same sheet size and scale as the original drawings in two (2) reproducible copies.

*P*

END OF PART V

## PART VI

### PROPONENT'S/BIDDER'S RESPONSIBILITIES

#### 1.0 BIDDING

- 1.1 The prospective Bidder shall be responsible for taking the necessary steps to carefully examine all documents. It also rests upon the Bidder to acknowledge all conditions, local or otherwise, affecting the carrying out of the contract works, and arrive at an estimate of the facilities available and needed for the project. Failure to do so shall be at the proponent's/bidder's risk.
- 1.2 It shall be the sole responsibility of the Bidder to determine and suit himself by such means as he considers necessary or desirable as to all matters pertaining to the project, including the location and nature of work, climatic conditions, nature and condition of the terrain, geological conditions at the site; transportation and communication facilities, requirement and availability of materials, labor, water, electrical power and roads; location and extent of aggregate source; and other factors that may affect the cost, duration and execution of the work. The Proponent/Bidder, by the act of submitting his proposal, acknowledge that he has inspected the site and determined the general characteristics of the project and the conditions indicated above.
- 1.3 Prior to submittal of proposals, it is assumed that the Proponent/Bidder is already familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines, which may affect or apply to the operations and activities of the contractor. However, in the case where the cost of the awarded contract is affected by applicable new laws, decrees, ordinances, regulations and other acts of government promulgated after the date of submission of proposals, a contract price adjustment may be made or appropriate relief be applied on a no loss – no gain basis provided such is not covered by the provisions on price escalation hereof and subject further to the availability of funds.

#### 2.0 PRELIMINARY SURVEYS AND STUDIES

UPLB University Planning and Maintenance Office shall provide the bidders with existing storm drainage plans, sewer lines plan, and cold water supply line plan, and other utility plans only if available. The bidder shall include costing for geodetic site survey and soil investigation and submit it together with its bid.

#### 3.0 PLANNING AND DESIGN PHASE

f

- 3.1 The proponent/bidder is expected to have visited the project site, familiarized themselves of the terrain, climatic conditions, availability of local manpower and construction materials, and local statutes that have direct bearing on the project.
- 3.2 The bidder is required to submit the proposed relocation map/plan of affected utilities.
- 3.3 The proponent/bidder is required to submit the Preliminary Conceptual Design Plans in accordance with the degree of details specified in this Terms of Reference (TOR). Prior to the award of the contract, the preliminary designs shall be rectified for errors in the interpretation of the specified conceptual design specifications and parameters.

#### ELECTRICAL AND WATER USAGE

Initially the proponent will pay for the utility bond for water and power usage. Proponent will pay for monthly power and water consumption. Bidder will provide water and electric power meter and accessories.

*END OF PART VI*

2

## **PART VII**

### **RESPONSIBILITIES OF THE UNIVERSITY OF THE PHILIPPINES**

#### **1.0     RIGHT-OF-WAY**

Being the Owner-Developer, the University of the Philippines Los Baños shall secure the necessary Right-of-Way and access to the site.

#### **2.0     ENVIRONMENTAL CLEARANCE CERTIFICATE**

UPLB shall assist the contractor in securing the necessary Environmental Clearance Certificate (ECC). It shall be the responsibility of the contractor to pay for any and all expenses necessary in the preparation of Environmental Impact Statement and to secure such and to make representation and follow-ups to expedite the release of the same.

*END OF PART VII*

*P*

## **PART VIII**

### **PROJECT ACCEPTANCE AND TURNOVER**

- 1.0** A Task Force shall be created by UPLB to ensure that the completed works are:
- 1.1 In accordance with the plans and specifications approved by UPLB.
- 1.2 The defects listed in the punch-list after the inspections have been corrected/rectified.
- 2.0** Should the Task Force note minor defects, another punch-list of works for rectification shall be prepared and the contractor shall undertake the necessary rectification works prior to final acceptance.
- 3.0** Upon final acceptance of the project, the retention money for the project shall be released accordingly, upon the request and posting of the required one (1) year guarantee bond for contract.

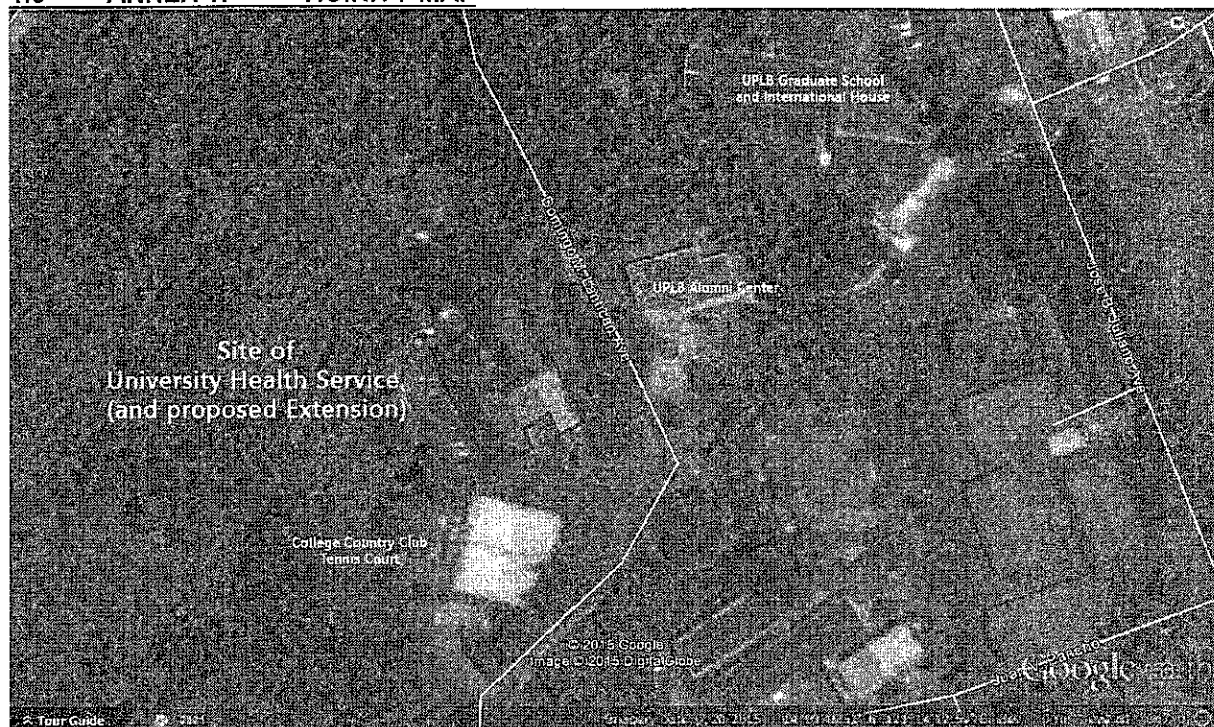
*END OF PART VIII*

*f*

## PART IX

## ANNEXES

### 1.0 ANNEX 1: VICINITY MAP



Location: Domingo M. Lantican Avenue, UPLB, College, Laguna



**2.0 ANNEX 2: CHECKLIST OF REQUIREMENTS – DETAILED ARCHITECTURE DESIGNS**

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans (Phase I & Phase II) and other Documents for Infrastructure Project Implementation

*Reference: Revised Implementing Rules and Regulations of the National Building Code of the Philippines (PD 1096)*

Project : DESIGN AND CONSTRUCTION OF THE UNIVERSITY OF THE PHILIPPINES LOS BANOS  
UNIVERSITY HEALTH SERVICE BUILDING EXTENSION (PHASE 1)  
Location : LOS BAÑOS, LAGUNA

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	<b>ARCHITECTURAL DRAWINGS</b> (as applicable)	
A – 1 (a...n)	Perspective, Site Development Plan, Vicinity Map/Location Plan (2.00 Km. Radius), Table of Contents	
A – 2 (a...n)	Floor Plans (scale 1:100m minimum) including furniture layout when necessary	
A – 3 (a...n)	Four (4) Elevations (scale 1:100m minimum)	
A – 4 (a...n)	Two (2) Sections (scale 1:100m minimum) including spot details when necessary	
A – 5 (a...n)	Roof Plan/s showing downspouts (scale 1:100m minimum), including detail of gutter, downspout, etc.	
A – 6 (a...n)	Reflected Ceiling Plan/s (scale 1:100m minimum), including details	
A – 7 (a...n)	Details of Stairs, fire escapes/exits, accessible ramps, etc. (scale 1:50m), including details of railings, treads, risers, etc., in the form of plans, elevation/section	
A – 8 (a...n)	Details of Toilets (1:50 m) including accessible toilets in the form of plans, elevation/section	
A – 9 (a...n)	Details of specialized design features (scale 1:50 m) such as partitions, cabinets, etc. and accessible design features	
A – 10 (a...n)	Detail of typical bay section from lower ground to roof (scale 1:50 m)	
A – 11 (a...n)	Schedule of doors, gates, emergency exits, etc. (scale 1:50 m), including specifications for materials and hardware	
A – 12 (a...n)	Schedule of windows (scale 1:50 m), including specifications for materials and hardware	
A – 13 (a...n)	Schedule of finishes for interior and exterior floors, walls, ceilings	
	Architectural Technical Specifications	
	Architectural Scope of Works	
	Architectural Bill of Quantities	
* To be marked as either Complying or Non Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (use additional sheets if necessary)		
Evaluated by: _____ Architect		

### 3.0 ANNEX 3: CHECKLIST OF REQUIREMENTS – DETAILED ARCHITECTURAL INTERIOR DESIGNS

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans (Phase I & Phase II) and other Documents for Infrastructure Project Implementation

*Reference: Revised Implementing Rules and Regulations of the National Building Code of the Philippines (PD 1096)*

Project : DESIGN AND CONSTRUCTION OF THE UNIVERSITY OF THE PHILIPPINES LOS BANOS  
UNIVERSITY HEALTH SERVICE BUILDING EXTENSION (PHASE 1)  
Location : LOS BAÑOS, LAGUNA

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	<b>ARCHITECTURAL INTERIOR DRAWINGS</b> (as applicable)	
AID – 1 (a...n)	Floor Plans showing layout of floor finishes (scale 1:100m minimum)	
AID – 2 (a...n)	Interior Elevations and Sections showing wall patterns, ceiling sections, etc. (scale 1:100m minimum)	
AID – 3 (a...n)	Schedule of Finishes and Details	
AID – 4(a...n)	Details of Partitions, Cabinets, Furniture, Ceiling and other Architectural Interior Design Features (scale 1:100 minimum)	
AID – 5 (a...n)	Schedule of Fixed Furniture and Details	
AID – 6 (a...n)	Paint Color Swatch Combinations	
AID – 7 (a...n)	Architectural Interior Perspective/s	
	Architectural Interior Design Technical Specifications	
	Architectural Interior Design Scope of Works	
	Architectural Interior Design Bill of Quantities	
<p><i>* To be marked as either Complying or Non Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (use additional sheets if necessary)</i></p> <p>Evaluated by: _____ Architect</p>		

*R*

4.0 ANNEX 4: CHECKLIST OF REQUIREMENTS –  
DETAILED SITE DEVELOPMENT DESIGNS AND PLANS

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans (Phase I & Phase II) and other Documents for Infrastructure Project Implementation

Reference: Revised Implementing Rules and Regulations of the National Building Code of the Philippines (PD 1096)

Project : DESIGN AND CONSTRUCTION OF THE UNIVERSITY OF THE PHILIPPINES LOS BANOS  
UNIVERSITY HEALTH SERVICE BUILDING EXTENSION (PHASE II)  
Location : LOS BAÑOS, LAGUNA

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	SITE DEVELOPMENT PLAN DRAWINGS (as applicable)	
LA – 1 (a...n)	Site Development Staking Plan and Details	
LA – 2 (a...n)	Exterior Lighting Plan and Details	
LA – 3 (a...n)	Exterior Building Lighting and Details	
LA – 4 (a...n)	Schedule of Landscape Exterior Finishes and Details	
LA – 5 (a...n)	Other Spot details	
LA – 6 (a...n)	Landscape Architectural Perspective/s	
	Design Technical Specifications	
	Design Scope of Works	
	Design Bill of Quantities	
<p>* To be marked as either Complying or Non Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (use additional sheets if necessary)</p> <p>Evaluated by: _____ Architect</p>		

P

5.0 ANNEX 5: CHECKLIST OF REQUIREMENTS – STRUCTURAL DESIGNS

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans (Phase I & Phase II) and other Documents for Infrastructure Project Implementation

Reference: Revised Implementing Rules and Regulations of the National Building Code of the Philippines (PD 1096)

Project : DESIGN AND CONSTRUCTION OF THE UNIVERSITY OF THE PHILIPPINES LOS BANOS  
UNIVERSITY HEALTH SERVICE BUILDING EXTENSION (PHASE I)  
Location : LOS BAÑOS, LAGUNA

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	STRUCTURAL DRAWINGS (as applicable)	
S – 1 (a...n)	General Notes and Construction Standards	
S – 2 (a...n)	Site Development Plan	
S – 3 (a...n)	Foundation Plan/s (scale 1:100m minimum)	
S – 4 (a...n)	Floor Framing Plan/s (scale 1:100m minimum)	
S – 5 (a...n)	Roof Framing Plan (scale 1:100m minimum)	
S – 6 (a...n)	Schedule and Detail of Footings, Columns and Shear Walls	
S – 7 (a...n)	Schedule and Detail of FTB's, Girders, Beams and Floor Slabs	
S – 8 (a...n)	Detail of Trusses	
S – 9 (a...n)	Details of Stairs, Ramps, Fire Exits	
S – 10 (a...n)	Other Spot details	
	Structural Analysis and Design	
	Boring and Land Test Results	
	Seismic Analysis	
	Structural Technical Specifications	
	Structural Scope of Works	
	Structural Bill of Quantities	
<p>* To be marked as either Complying or Non Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (use additional sheets if necessary)</p> <p>Evaluated by: _____ Civil Engineer</p>		

12

**6.0 ANNEX 6: CHECKLIST OF REQUIREMENTS – SANITARY/PLUMBING DESIGNS**

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans (Phase I & Phase II) and other Documents for Infrastructure Project Implementation

*Reference: Revised Implementing Rules and Regulations of the National Building Code of the Philippines (PD 1096)*

Project : DESIGN AND CONSTRUCTION OF THE UNIVERSITY OF THE PHILIPPINES LOS BANOS  
UNIVERSITY HEALTH SERVICE BUILDING EXTENSION (PHASE I)  
Location : LOS BAÑOS, LAGUNA

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	<b>PLUMBING/SANITARY DRAWINGS (as applicable)</b>	
P – 1 (a...n)	General Notes and Legends	
P – 2 (a...n)	Location and Site Plan	
P – 3 (a...n)	Storm Drainage Layout (scale 1:100m minimum) including actual length of tapping line to Main Drainage Line	
P – 4 (a...n)	Water Line Layout (scale 1:100m minimum) including actual length of tapping line from main source when applicable	
P – 5 (a...n)	Sewer line and Ventlinelayout (scale 1:100m minimum) including actual length of tapping line to septic tank or existing sewerline	
P – 6 (a...n)	Isometric Layout, showing Waterline, sewerline and drainage line	
P – 7 (a...n)	Detail of connections, catch basins, downspouts, etc.	
P – 8 (a...n)	Detail of Cistern: Schedule of Pumps	
P – 9 (a...n)	Detail of Septic Tank/Sewer Treatment Plant	
	Design Analysis	
	Sanitary Technical Specifications	
	Sanitary Scope of Works	
	Sanitary Bill of Quantities	
<p>* To be marked as either Complying or Non Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (use additional sheets if necessary)</p> <p>Evaluated by: _____ Sanitary Engineer</p>		

*f*

7.0 ANNEX 7: CHECKLIST OF REQUIREMENTS – ELECTRICAL DESIGNS

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans (Phase I & Phase II) and other Documents for Infrastructure Project Implementation

Reference: Revised Implementing Rules and Regulations of the National Building Code of the Philippines (PD 1096)

Project : DESIGN AND CONSTRUCTION OF THE UNIVERSITY OF THE PHILIPPINES LOS BANOS  
UNIVERSITY HEALTH SERVICE BUILDING EXTENSION (PHASE I)  
Location : LOS BAÑOS, LAGUNA

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	ELECTRICAL DRAWINGS (as applicable)	
E – 1 (a...n)	General Notes and/or specifications	
	Legends or Symbols	
E – 2 (a...n)	Location and Site Plan	
E – 3 (a...n)	Lighting and Receptacle Outlets Layout (scale 1:100m minimum) and details including Schedule of Lighting Fixtures and Control Devices	
E – 4 (a...n)	Power Layout (scale 1:100m minimum) and details including Schedule of Panels	
E – 5 (a...n)	Fire Detection and Alarm Circuits Layout (scale 1:100m minimum) and details including Schedule of Equipment	
E – 6 (a...n)	Emergency Lighting Layout for Exits and Hallways (scale 1:100m minimum) and details including Schedule of Emergency Lighting Fixtures and Signages	
E – 7 (a...n)	Schedule and Detail of Loads	
E – 8 (a...n)	One Line Diagram	
E – 9 (a...n)	Other Detail	
	Electrical Computation	
	Design Analysis	
	Electrical Scope of Works	
	Electrical Bill of Quantities	
<p>* To be marked as either Complying or Non Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (use additional sheets if necessary)</p> <p>Evaluated by: _____ Registered/Professional Electrical Engineer</p>		

*P*

**8.0 ANNEX 8: CHECKLIST OF REQUIREMENTS – ELECTRICAL AUXILIARIES DESIGNS**

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans (Phase I & Phase II) and other Documents for Infrastructure Project Implementation

*Reference: Revised Implementing Rules and Regulations of the National Building Code of the Philippines (PD 1096)*

Project : DESIGN AND CONSTRUCTION OF THE UNIVERSITY OF THE PHILIPPINES LOS BANOS  
UNIVERSITY HEALTH SERVICE BUILDING EXTENSION (PHASE I)  
Location : LOS BAÑOS, LAGUNA

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	<b>ELECTRICAL AUXILIARIES DRAWINGS</b> (as applicable)	
EA – 1 (a...n)	General Notes and/or specifications	
	Legends or Symbols	
EA – 2 (a...n)	Location and Site Plan	
EA – 3 (a...n)	Telephone and Wi-Fi Systems Layout, One Line Diagram (scale 1:100m minimum) and details including Schedule of Equipment	
EA – 4 (a...n)	Intercom System Layout and Entrance Access System Layout (scale 1:100m minimum) and details including Schedule of Equipment	
EA – 5 (a...n)	Public Address and Sound Systems Layout, One Line Diagram (scale 1:100m minimum) and details including Schedule of Equipment	
EA – 6 (a...n)	Wi-Fi Layout, One Line Diagram (scale 1:100m minimum) and details including Schedule of Equipment	
EA – 7 (a...n)	Cable TV, Master Antenna TV and CCTV Layout, One Line Diagram (scale 1:100m minimum) and details including Schedule of Equipment	
EA – 8 (a...n)	Other Detail	
	Electrical Auxiliaries Scope of Works	
	Electrical Auxiliaries Bill of Quantities	
<p><i>* To be marked as either Complying or Non Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (use additional sheets if necessary)</i></p> <p>Evaluated by: _____ Registered/Professional Electrical Engineer</p>		

*f*

**9.0 ANNEX 9: CHECKLIST OF REQUIREMENTS – MECHANICAL DESIGNS**

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans (Phase I & Phase II) and other Documents for Infrastructure Project Implementation

*Reference: Revised Implementing Rules and Regulations of the National Building Code of the Philippines (PD 1096)*

Project : DESIGN AND CONSTRUCTION OF THE UNIVERSITY OF THE PHILIPPINES LOS BANOS  
UNIVERSITY HEALTH SERVICE BUILDING EXTENSION (PHASE 1)  
Location : LOS BAÑOS, LAGUNA

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	<b>MECHANICAL DRAWINGS</b> (as applicable)	
M – 1 (a...n)	General Notes and Legends	
M – 2 (a...n)	Floor Plans/Isometric Drawings (scale 1:100m minimum) showing Fire Suppression Systems including sprinkler system (if required), wet stand pipe, dry standpipe and other installations	
M – 3 (a...n)	Floor Plan showing location of Fire Extinguishers (scale 1:100 minimum) and details including Complete Fire Hose Cabinet with firefighting equipment	
M – 4 (a...n)	Floor Plans/Isometric Drawings (scale 1:100m minimum) of Ventilation System and Details	
M – 5 (a...n)	Floor Plans/Isometric Drawings (scale 1:100m minimum) of Air-conditioning Systems and Details (A/C Equipment not included)	
M – 6 (a...n)	Details Water Tank (scale 1:50m)	
M – 7 (a...n)	Detail of Other Machinery/Equipment (scale 1:50)	
M – 8 (a...n)	Longitudinal and Transverse Section of Building (scale 1:100m) showing manner of support of machines/equipment	
	Mechanical Technical Specifications	
	Mechanical Scope of Works	
	Mechanical Bill of Quantities	
<p>* To be marked as either Complying or Non Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (use additional sheets if necessary)</p> <p>Evaluated by: _____ Mechanical Engineer</p>		

f



# **SPL-2 – HEALTH AND SAFETY**

## **GENERAL GUIDELINES**

In compliance with Section 17 of DOLE D. O. No. 13, the implementation of construction safety shall be considered in all stages of project procurement (design, estimate, and construction) and its cost shall be integrated to the overall project cost under Pay Item "SPL-Construction Safety and Health" as a lump sum amount, to be quantified in the detailed estimate. Likewise, all requirements, provisions, and instructions pertaining to the implementation of Construction Safety and Health in every project shall be included in the project bidding documents specifically under the Instructions to Bidders.

Further considering industry practices and applicable government requirements, the following guidelines are hereby issued to all concerned:

### **1. Definition of Terms**

As used herein, the terms below shall be defined as follows:

#### **a. Occupational Safety and Health - As defined is the:**

- 1) Promotion and maintenance of the highest degree of physical, mental, and social well-being of workers in all occupation;
- 2) Prevention among its workers of any departures from health caused by their working conditions;
- 3) Protection among workers in their employment from risk usually from factors adverse to health; and,
- 4) Placing and maintenance of worker in an environment adopted to his/her psychological ability.

#### **b. Occupational Safety and Health Standard (OSHS)**

By the powers vested in the Department of Labor and Employment under Article 162 of the Labor Code of the Philippines, the Occupational Safety and Health Standards (OSHS) was promulgated for the guidance and compliance of all concerned with the main objective of protecting every workingman against the dangers of injury, sickness or death through safe and healthful working conditions, thereby assuring the conservation of valuable manpower resources and the preservation of loss or damage to lives and properties, consistent with national development goals and with the State's commitment for the development of every worker as a complete human being.

Likewise, further described as: rules and regulations implementing Article 162 (Safety and Health Standards), Book IV, Title I, P. 0.442; set of mandatory OSH standards which codifies all safety orders being enforced prior to its promulgation; and - contains administrative requirements, general safety and health rules, technical safety regulations, and other measures to eliminate or reduce OSH hazards in the work place.

**c. Construction Safety and Health Standards** - shall mean Rule 1410, Construction Safety and other relevant rules of the Occupational Safety and Health Standards (as amended) of the Department of Labor and Employment (DOLE).

**d. Construction Safety and Health Program** - refers to a set of detailed rules to cover the processes and practices that should be utilized in a specific construction site in conformity with the OSHS including the personnel responsible and the penalties for violations thereof.

**e. Construction Safety and Health Officer** - refers to safety personnel or any employee/worker trained by his employer to implement occupational safety and health programs in accordance with the provisions of DOLE D.O. No. 13 and the Occupational Safety and Health Standards (OSHS).

**f. Personal Protective Equipment (PPE) and Devices** - are equipment and devices designed to protect employees from workplace injuries or illness resulting from contact with chemical, radiological, physical, electrical, mechanical, or other workplace hazards. It also includes variety of devices and garments such as face shields, safety glasses, hard hats, safety shoes, goggles, coveralls, gloves, vests, earplugs, respirators, safety harness and lifelines.

## **2. Purpose**

The purpose of these guidelines is to establish a uniform methodology in estimating the required resources (manpower and equipment) for the implementation of Construction Safety and Health Standards in the workplace in compliance with the provisions of DOLE D.O. No. 13.

## **3. Methodology**

The minimum construction safety and health requirements for project shall be prepared during the detailed engineering stage.

In order to establish a uniform basis for estimating the required quantity of resources (manpower and equipment) for a project the following methodology shall be used.

### **a. Construction Safety and Health Program (CSHP)**

Section 5 of the DOLE D.O. NO.13 provides that every construction project shall have a suitable Construction Safety and Health Program (CSHP).

For the purpose of these guidelines, all projects regardless of amount, funding source and mode of implementation shall comply with the minimum safety and health requirements.

The contractor's proposed CSHP shall be in accordance with DOLE D.O. No. 13, series of 1998 and its Procedural Guidelines to be submitted as part of the first envelope (Technical Proposal) during the bidding process and later the winning bidder shall submit the same for approval of the DPWH authority, subject to concurrence by DOLEBWC.

For project to be implemented by administration, a CSHP shall also be prepared by the DPWH Implementing Office in accordance with the requirements of DOLE D. O. No.

13, s. of 1998 and likewise it shall also be submitted to DPWH authority for approval and thereafter to be concurred also by the DOLE-BWC.

The required Construction Safety and Health Program (CSHP) for specific project shall include but not limited to the following:

- a. composition of the Safety and Health personnel responsible for the proper implementation of CSHP;
- b. specific safety policies which shall be undertaken in the construction site, including frequency of and persons responsible for conducting toolbox and gang meetings;
- c. penalties and sanctions for violations of the Construction Safety and Health Program;
- d. frequency, content and persons responsible for orienting, instructing and training all workers at the site with regard to the Construction Safety and Health Program which they operate; and
- e. the manner of disposing waste arising from the construction.

#### **b. Construction Safety and Health Organization**

To ensure that the Construction Safety and Health Program are observed and implemented at the project site, at the start of D.O. No. 56 s. 2005 construction, each site shall have an established construction safety and health organization composed of the following personnel:

##### **b.1 Safety Engineer/Officer**

Section 7.1 of D.O. NO.13 states that "The general contractor must provide for a full time Officer, who shall be assigned as the General Construction Safety and Health Officer to oversee full time the overall management of the Construction Safety and Health Program".

Section 7.2 states that " The general contractor must provide for additional Construction Safety and Health Officer/s in accordance with the requirements for Safety Man / Officer of Rule 1033, Training and

Personnel Complement, as amended by DOLE D.O. No. 16 depending on the total number of personnel assigned to the construction project site, to oversee the effective compliance with the

Construction Safety and Health Program at the site, under the direct supervision of the General Construction Safety and Health Officer".

For the purpose of these guidelines, and as recommended by DOLE, for every construction project with 100 and above workers, an accredited safety officer by DOLE-BWC shall be employed. Only the cost for the Construction Safety and Health Officer, whether on full time or part time basis, actually assigned at the construction site shall be included in the cost estimate.

On the part of the government, the implementing office shall designate as part of their project staff a Safety Engineer who shall be responsible for ensuring compliance with the pertinent DOLE

Guidelines as well as the DPWH Guidelines on Occupational Safety and Health during the execution of the construction. The counterpart safety and health officer of the contractor shall closely coordinate and report to the government Safety Engineer.

## **b.2 Health Personnel**

Rule 1412.01 of OSHS states that "at every construction site there shall be an organized and maintained medical and dental health service and personnel' conforming with Rule 1960 Occupational Health Services.

For the purpose of these guidelines only the medical and dental practitioners actually assigned in the project site and as required on the above stated Rule shall be included in the total cost of safety.

Manpower rates shall be based on the prevailing rates of such professionals in the area which is found favorable to the government.

Employment period shall be based on the approved project duration and shall be adjusted correspondingly as the duration increases/decreases.

## **c. Personal Protective Equipment and Devices (PPE)**

Section 6 (Personal Protective Equipment) of D. O. No. 13 guidelines states that "every employer shall, at his own expense, furnish his workers with protective equipment for eyes, face, hands and feet, lifeline, safety belt/harness, protective shields and barriers whenever necessary by reason of the hazardous work process or environment, chemical or radiological or other mechanical irritants of hazards capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical agent".

All Personal Protective Equipment and Devices shall be in accordance with the requirement of the Occupational Safety and Health Standards (OSHS) and should pass the test conducted and/or standards sets by the Occupational Safety and Health Center (OSHC).

For General Construction Work the required Basic PPEs for all workers shall be Safety Helmet, Safety Gloves and Safety Shoes. Specialty PPEs shall be provided to workers in addition to or in lieu of the corresponding basic PPE as the work or activity requires.

## **d. Signages and Barricades**

Construction Safety Signages and Barricades shall be provided as a precaution and to advice the workers and the general public of the hazards existing in the worksite.

For road construction signages and barricades, it shall be in accordance with or in compliance to Department Circular No.9, Series of 2004 (Re: Road Safety Manuals and Handbooks) particularly on the 'Road Works Safety Manual.

## **e. Facilities**

Section 16 of DOLE D.O. NO.13 requires that the employer shall provide the following welfare facilities in order to ensure humane working conditions;

- a. adequate supply of safe drinking water;
- b. adequate sanitary and washing facilities;
- c. suitable living accommodation for workers, and as may be applicable, for their families; and
- d. separate sanitary, washing and sleeping facilities for men and women workers.

For the purpose of these guidelines, facilities related to construction safety and health shall be in accordance with OSH Standards and the manner of costing shall be based on previously approved guidelines of the Department, duly quantified as a separate pay item.

#### **f. Safety and Health Training**

Section 13 of DOLE D.O. No. 13 requires that the contractor shall provide continuing construction safety and health training to all technical personnel under his employ.

### **4. Costing**

In consideration of the cost involved of providing the necessary safety equipment and manpower for an effective implementation of safety in the workplace, and in compliance with DOLE D.O. No. 13, with safety as a separate pay item, the following shall be used as a guide:

#### **a. Personal Protective Equipment**

The PPEs shall be provided by the Constructor, and its cost shall be duly quantified and made part of the overall cost of safety and health (SPL). The use of PPEs shall conform to Rule 1080, Personal Protective Equipment and Devices of OSHS.

#### **b. Clinical Materials and Equipment**

Clinical materials and equipment such as medicines, beds and linens, other related accessories shall be to the account of the Constructors implementing the project and shall be in accordance with Rule 1960, Occupational Health Services of OSHS.

#### **c. Signages and Barricades**

The quantities and cost of signages and barricades necessary for a specific item of work shall be quantified and made part of that particular pay item of work.

For general signages and barricades not included in specific pay item of work but necessary for promoting safety in and around the construction site, the quantities and cost shall be a separate pay item and included in the overall cost of safety and health (SPL).

#### **d. Facilities**

Facilities such as portable toilets, waste disposal, sanitary and washing facilities, convenient dwellings and office, adequate lighting, and other facilities related to construction safety and health shall be in accordance with OSH Standards and previously

approved guidelines of the Department and shall be quantified and the cost thereof be made a separate pay item under "Facilities for the Engineers" and "Other General Requirements" as required in the DPWH Standard Specifications.

**e. Salaries/wages of Health and Safety Personnel**

Labor cost for the medical and safety personnel actually assigned in the field shall be included in the overall cost of safety and health (SPL). Duration of employment shall be based on project duration of the particular project.

**f. Safety and Health Training**

Cost associated for the provision of basic and continuing construction safety and health training to all safety and technical personnel shall be made part of the indirect/overhead cost of the project.

## ***Section VII. Drawings***

*(Please see separately compiled Drawings)*



OFFICE OF THE ATTORNEY  
Department of Health  
HEALTH FACILITIES AND SERVICES REGISTRATION DIVISION

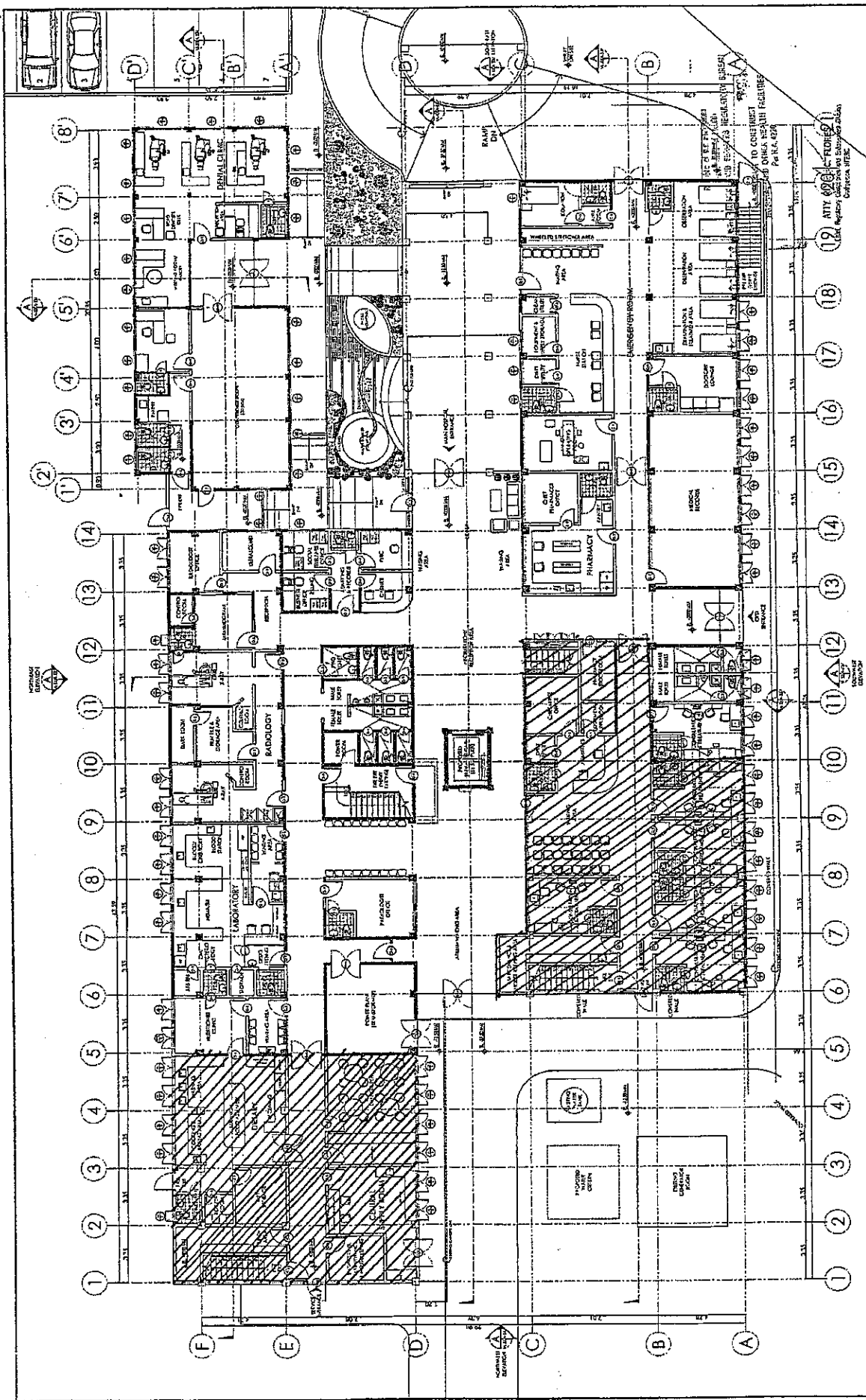
TERM TO CONSTRUCT  
HOSPITAL AND OTHER HEALTH FACILITIES  
P.R.A. 4228

ATTY. ROBERT C. FLORES  
Randy Rappaport, Counselor and Laborer Union  
Chairman, 10/1/82

A SITE DEVELOPMENT PLAN  
1:200 METERS  
SCALE

[illegible]





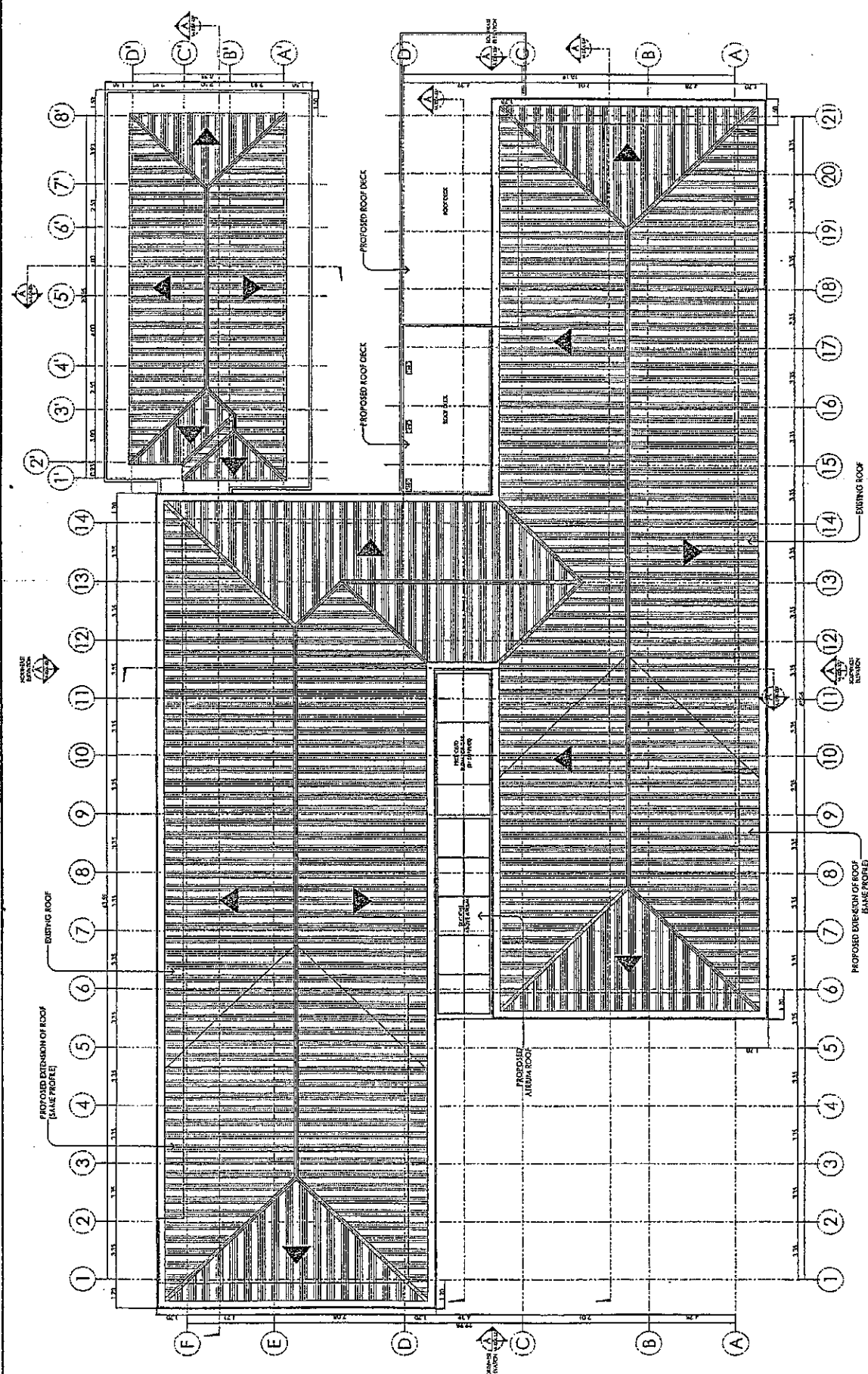
LEGEND:  
 [Symbol] DRAINAGE  
 [Symbol] RETAIN/REHABILITATE

**A GROUND FLOOR PLAN**  
 SCALE 1:100 METERS

NOTES:  
 1) LAUNDRY SERVICES TO BE OUTSOURCED.  
 2) ENGINEERING SERVICES LOCATED IN CAMPUS MAINTENANCE OFFICE.

SHEET NO. 02 OF 08	DRAWN BY: [Signature] CHECKED BY: [Signature] DESIGNED BY: [Signature] DATE: [Date]	APPROVED: [Signature] PROJECT NO. [Number]	RECOMMENDED APPROVAL: [Signature] PROJECT NO. [Number]	RECORDING DATE: [Date] PROJECT NO. [Number]	PROJECT TITLE: <b>PROPOSED UNIVERSITY HEALTH SERVICE BUILDING</b> 1103 BANGS CAMPUS, LAGUNA	REVISIONS: 1. [Description] 2. [Description] 3. [Description]	UNIVERSITY OF THE PHILIPPINES SYSTEM OVPD UNIVERSITY OF THE PHILIPPINES LOS BAÑOS OVPD
-----------------------	--	---	---	--	--	--	---

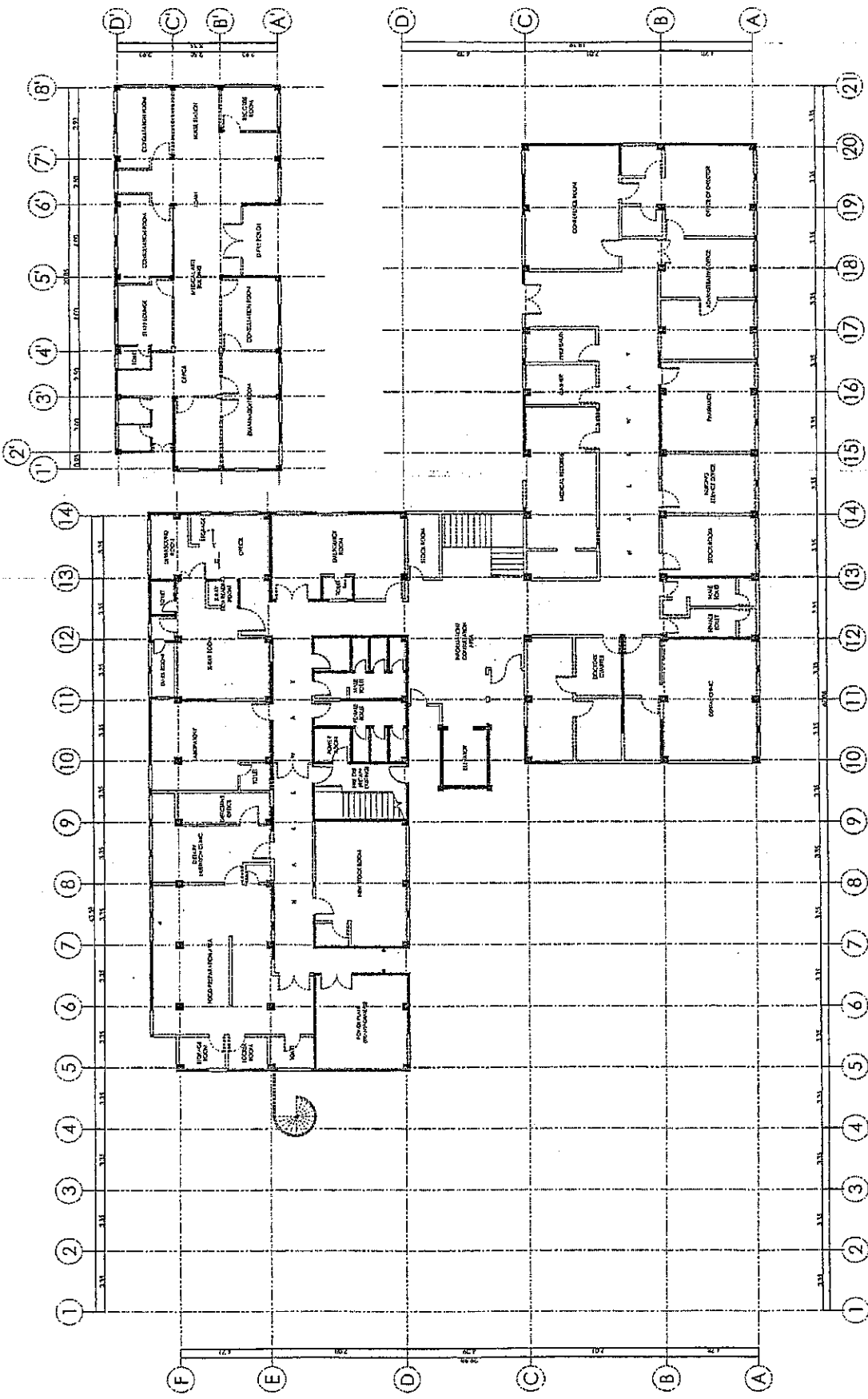




**A ROOF PLAN**  
SCALE 1:100 METERS

<p>UNIVERSITY OF THE PHILIPPINES SYSTEM OVPD DOPI UNIVERSITY OF THE PHILIPPINES LOS BANOS OVPD CPOD</p>	<p>PROJECT FILE</p>	<p>PROPOSED UNIVERSITY HEALTH SERVICE BUILDING UP LOS BANOS CAMPUS, LAGUNA</p>	<p>DESIGNING FIRM MARCEL LACORTE ARCHITECTS MANILA, PHILIPPINES</p>	<p>DESIGNING FIRM MARCEL LACORTE ARCHITECTS MANILA, PHILIPPINES</p>	<p>DESIGNING FIRM MARCEL LACORTE ARCHITECTS MANILA, PHILIPPINES</p>	<p>DESIGNING FIRM MARCEL LACORTE ARCHITECTS MANILA, PHILIPPINES</p>	<p>DESIGNING FIRM MARCEL LACORTE ARCHITECTS MANILA, PHILIPPINES</p>	<p>DESIGNING FIRM MARCEL LACORTE ARCHITECTS MANILA, PHILIPPINES</p>
---	---------------------	--	---	---	---	---	---	---

04  
A  
08

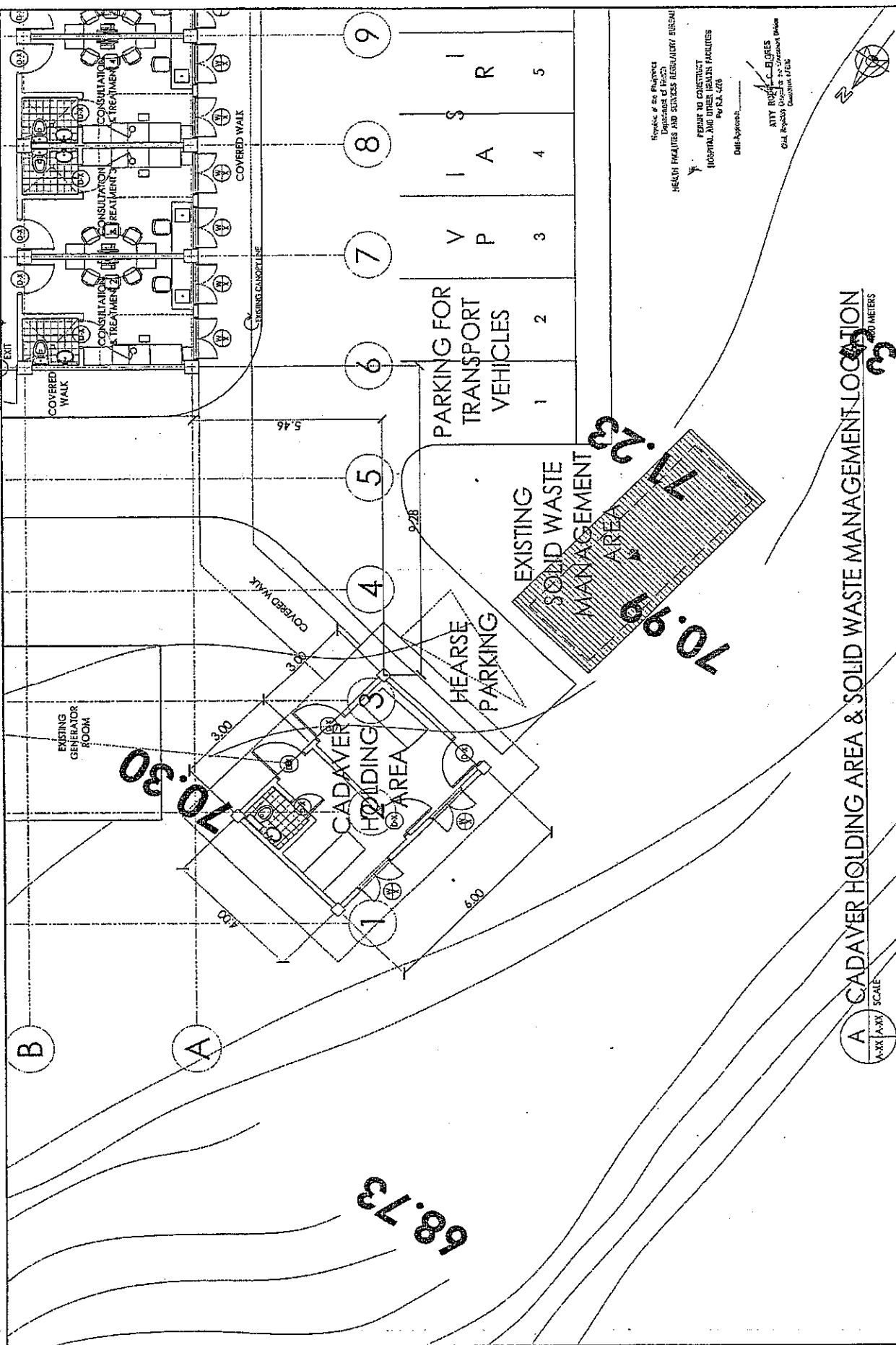


**A GROUND FLOOR EXISTING/DEMOLITION PLAN**  
1:100 METERS

LEGEND:  
 [Symbol] DEMOLISH  
 [Symbol] RETAIN/REHABILITATE

UNIVERSITY OF THE PHILIPPINES SYSTEM OFFICE OF THE PRESIDENT UNIVERSITY OF THE PHILIPPINES LOS BAÑOS C/O D O		PROJECT TITLE <b>PROPOSED UNIVERSITY HEALTH SERVICE BUILDING</b> OF LOS BAÑOS CAMPUS, LAGUNA		RECORDING PARTY [Signature] [Name]		REVIEWED BY [Signature] [Name]		RECOMMENDING APPROVAL [Signature] [Name]		APPROVED [Signature] [Name]		DESIGNER DATE CHECKED BY DATE REVIEWED BY DATE APPROVED BY DATE		SHEET NO. <b>A</b> OF <b>05</b>	
---	--	--	--	--	--	--------------------------------------	--	--	--	-----------------------------------	--	--	--	--	--

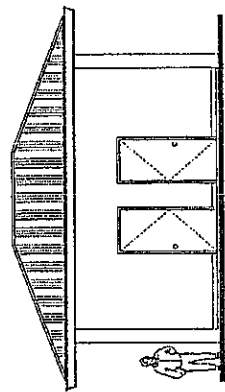




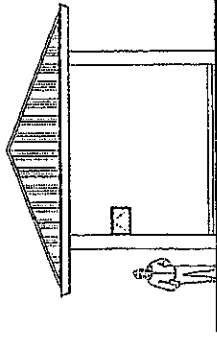
**A CADAVER HOLDING AREA & SOLID WASTE MANAGEMENT LOCATION**

Republic of the Philippines  
Department of Health  
HEALTH FACILITIES AND SERVICES REGULATORY BUREAU  
PERMIT TO CONSTRUCT  
HOSPITAL AND OTHER HEALTH FACILITIES  
Per R.A. 4265  
Date Issued: \_\_\_\_\_  
ATTY. RICHARD C. DELOS  
Civil Engineer Registered with the Department of Health  
Qual. Engineer No. \_\_\_\_\_  
Qualification: \_\_\_\_\_

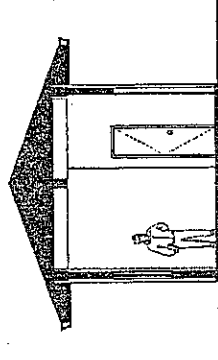
UNIVERSITY OF THE PHILIPPINES SYSTEM OVPD UNIVERSITY OF THE PHILIPPINES LOS BAÑOS OVCPO	PROJECT TITLE <b>PROPOSED UNIVERSITY HEALTH SERVICE BUILDING</b> IN LOS BAÑOS CAMPUS, LOS BAÑOS	DESIGNING ARCHT. MARIA TERESA B. BARRERA ARCHITECT	REGISTERED ARCHT. MARIA TERESA B. BARRERA ARCHITECT	RECOMMENDING APPROVAL GEORGE S. CALUNA REGISTERED ARCHT.	APPROVE MARIA TERESA B. BARRERA ARCHITECT	APPROVE MARIA TERESA B. BARRERA ARCHITECT	DESIGNED BY: HNAH CHECKED BY: HNAH REVIEWED BY: HNAH DATE: _____	DESIGNED BY: HNAH CHECKED BY: HNAH REVIEWED BY: HNAH DATE: _____	SHEET NO. <b>A</b>	07 08



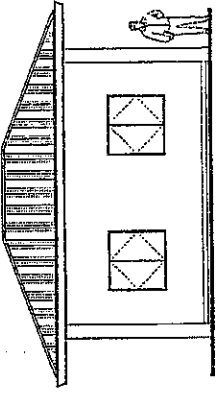
A FRONT ELEVATION  
A-XX | A-XX | SCALE  
1:50 METERS



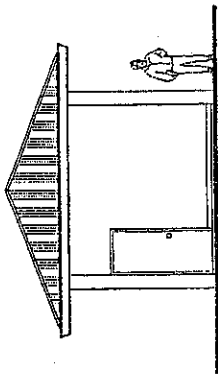
A RIGHT SIDE ELEVATION  
A-XX | A-XX | SCALE  
1:50 METERS



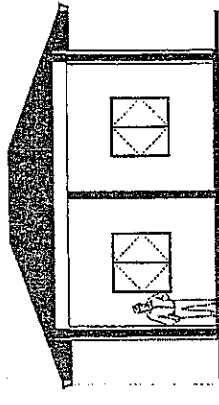
A CROSS SECTION  
A-XX | A-XX | SCALE  
1:50 METERS



A REAR ELEVATION  
A-XX | A-XX | SCALE  
1:50 METERS



A LEFT SIDE ELEVATION  
A-XX | A-XX | SCALE  
1:50 METERS



A LONGITUDINAL SECTION  
A-XX | A-XX | SCALE  
1:50 METERS

A CADAVER HOLDING AREA  
A-XX | A-XX | SCALE  
1:50 METERS

UNIVERSITY OF THE PHILIPPINES SYSTEM OVPD UNIVERSITY OF THE PHILIPPINES LOS BAÑOS OVCTD		PROJECT TITLE PROPOSED UNIVERSITY HEALTH SERVICE BUILDING UP LOS BAÑOS CAMPUS, LAGUNA		DESIGNED BY MARVIN E. RENDO ARCHITECT		REVIEWED BY JULIUS S. RENDO ARCHITECT		RECOMMENDING AGENCY UNIVERSITY OF THE PHILIPPINES LOS BAÑOS		APPROVED BY MARVIN E. RENDO ARCHITECT		CHECKED BY JULIUS S. RENDO ARCHITECT		DATE 10/10/2023		DRAWN BY JULIUS S. RENDO ARCHITECT		DATE 10/10/2023		SHEET CONTENTS CADAVER HOLDING AREA		SHEET NO. A		OF 08	
--	--	---	--	---	--	---	--	---	--	---	--	--	--	--------------------	--	--	--	--------------------	--	--	--	----------------	--	----------	--

## *Section VIII. Bill of Quantities*



## BILL OF QUANTITIES

PROJECT : Design and Build of the University of the Philippines Los Baños  
University Health Service Building Extension (Phase 1)

LOCATION : Domingo M. Lantican Avenue, Upper Campus, UPLB, College, Laguna

OWNER : UNIVERSITY OF THE PHILIPPINES LOS BAÑOS

The bidder shall be responsible for the accuracy and completeness such that, all items of work, quantities, materials, plant, tools, equipment and labor including Testing, Commissioning, Adjusting of all Systems to complete the Project, in accordance with the PBD and TOR, are covered in his Bid. Please see attached Bill of Quantities Cost Estimate Guide.

NOTE: Prices include miscellaneous costs, contingencies, profit and 12% VAT.

DIV	CODE	DESCRIPTION	UNIT	QUANTITY	TOTAL COST	UNIT COST
1		<b>DESIGN DEVT. INCLUSIVE PROFESSIONAL FEES</b>				
	1	Detailed A&E Design Fee				
		<b>SURVEYS AND TESTS</b>				
	2	Geodetic Survey				
	3	Soil Foundation Investigation				
		<b>GENERAL REQUIREMENTS</b>				
	4	Permits and Taxes				
	5	Temporary Facilities				
		<b>HEALTH &amp; SAFETY</b>				
	6	Occupational Health & Safety Requirements				
	7	Temporary Tree and Plant Protection				
		<i>Sub-Total</i>				
2		<b>SITEWORK-Land Development</b>				
	8	Site Preparation, Demolition and Clearing				
	9	Earthworks & Retaining Structures				
	10	Site Drainage and Dewatering				
	11	Site Electrical and Transformers				
	12	Electrical Auxiliaries				
	13	Site Water Supply & Service Entrance				
	14	Integrated Pest Management including Termite Proofing				
	15	Demobilization & Cleaning				
	16	Building Layout				
	17	Excavation				
	18	Fill/Backfill Compacted				
		<i>Sub-Total</i>				
3		<b>CONCRETE</b>				
	19	Forms, Scaffoldings & Accessories				
	20	Foundation / Footings				
	21	Grade Beams / Footing Tie Beams				
	22	Columns, Beams, Girders				
	23	Shear Walls/RC Walls				
	24	Suspended Slabs				
	25	Slab on Grade				
	26	Stairs and Ramps				
	27	Concrete Gutters, Parapets & Ledges				
	28	Architectural Pre-cast Concrete				
		<i>Sub-Total</i>				
4		<b>MASONRY</b>				
	29	CHB / Other Masonry Walls / Masonry Acc.				
	30	Glass Blocks				
	31	Exterior Stone Cladding				
		<i>Sub-Total</i>				

DIV	CODE	DESCRIPTION	UNIT	QUANTITY	TOTAL COST	UNIT COST
5		<b>METALS</b>				
	32	Structural Steel & Accessories				
	33	Miscellaneous Structural Steel				
	34	Welding & Fasteners				
	35	Stainless Steel Hand & Grab Rails				
	36	Miscellaneous Stainless Steel				
	37	Metal Stairs and Railings				
	38	Aluminum Tube Railings				
		<i>Sub-Total</i>				
6		<b>WOOD &amp; PLASTICS</b>				
	39	Miscellaneous Rough Lumber				
	40	Interior Woodwork				
	41	PVC Baseboards & Miscellaneous Trims				
	42	Plastic Laminate Wood Cabinets/Sink Counter				
	43	Ground Floor Reception Counter, Nurse Station, Admitting Area & Pharmacy				
	44	Wood Paneling + Veneers				
	45	Miscellaneous Wood				
		<i>Sub-Total</i>				
7		<b>THERMAL &amp; MOIST PROTECTION</b>				
	46	Slab, Deck & Gutter Waterproofing				
	47	Wall Waterproofing				
	48	Roofing and Building Insulation				
	49	Roofing Materials and Accessories				
	50	Caulking and Joint Sealants				
	51	Expansion Joint Covers				
		<i>Sub-total</i>				
8		<b>DOORS &amp; WINDOWS</b>				
	52	Custom Steel Doors & Frames				
	53	Aluminum Framed Entrances and Storefronts				
	54	Interior Aluminum Frames & Glazing				
	55	Access Doors and Frames				
	56	Aluminum Windows				
	57	Finish Hardware				
	58	Doors, Panic Devices and Frames				
	59	Storm Resistant Fixed Aluminum Louvers				
	60	Miscellaneous Glazing				
	61	W & D Testing				
		<i>Sub-Total</i>				
9		<b>FINISHES</b>				
	62	Plaster Walls				
	63	Off the Form Smooth Rubbed Ceiling Finish				
	64	FCB/Gypsum Ceiling on Light Gauge Metal Frame				
	65	Double Gypsum Boards/FCB on each side of Light Gauge Metal Frame Wall				
	66	FCB / Single Gypsum Boards Each Side on Light Gauge Metal Frame w/ Rockwool Insulation (1 hr fire rating)				
	67	Homogeneous Granite Floor Tiles				
	68	Acoustical Ceiling Tile				
	69	Homogeneous Resilient Floor Tile				
	70	Static-Control Resilient Floor Coverings				
	71	Exterior Painting				
	72	Interior Painting, Varnish & Accessories				
		<i>Sub-Total</i>				

P

DIV	CODE	DESCRIPTION	UNIT	QUANTITY	TOTAL COST	UNIT COST
10		<b>SPECIALTIES</b>				
	73	Toilet Compartments				
	74	Toilet & Bath Accessories				
	75	Building Identifying Devices				
	76	Interior Signage (Room Identification, Hazard Warnings, Occupational and Biosafety Signage, Fire Exit Routes)				
	77	Complete Fire Hose Cabinets				
	78	Fire Extinguishers inc. Brackets and/or Mounts				
		<i>Sub-Total</i>				
15		<b>MECHANICAL</b>				
		<b>Sewer, Waste, and Ventilation Systems</b>				
	79	Sanitary, Drainage & Ventilation Pipes, Fittings & Accessories				
	80	Plumbing Fixtures				
	81	Septic Tanks/STP & Pumps				
	82	Sanitary Plumbing Pipe Testing & Comm.				
		<b>Storm Drainage System</b>				
	83	Storm Drainage Pipes, Fittings & Accessories				
		<b>Domestic Water Supply</b>				
	84	Water Service Entrance, Potable Water Pipes, Fittings & Accessories				
	85	Potable Cold Water Supply Tanks & Pumps				
	86	Valves, Meters & Gauges for Plumbing				
	87	Domestic Water Pipe Testing & Comm.				
		<b>Fire Protection System</b>				
	88	Fire Sprinkler System				
	89	Complete Fire Standpipe System				
	90	Fire Water Supply Tanks and Pumps				
	91	Fire Pipe Testing & Commissioning				
		<b>Ventilation System (Exhaust &amp; Supply Air)</b>				
	92	Ductworks, Supports & Accessories				
	93	ACCU and FCU; Inverter-Type Units (Owner Supplied)				
	94	Ventilating Fans, Exhaust and Blowers				
	95	VAC Control Systems				
		<i>Sub-Total</i>				
16		<b>ELECTRICAL</b>				
	96	Electrical Service Entrance and Transformers				
	97	Electrical Main Meter and Sub-meters				
	98	Switchboards, Panel Boards, Breakers, Overcurrent Protective Devices, Enclosed Switches & Fuses				
	99	Bus Assemblies, Cables, Wires, Raceways, Conduits Cable Trays, Overhead Cable Connection				
	100	Boxes, Wiring Devices & Lighting Control Devices				
	101	Interior Lighting Fixtures and Accessories				
	102	Exterior Lighting Fixtures and Acc.				
	103	Voice and Data Communications				
	104	LAN & Wi-Fi Systems				
	105	Fire & Smoke Alarm System				
	106	Public Address Systems including Nurse PA system				
	107	Telephone & MTTC Systems				
	108	CCTV, CATV & MATV System				
	109	Lightning Protection System				
	110	Electrical Identification				
	111	Electrical & Electrical Auxiliaries Testing and Commissioning				
		<i>Sub-Total</i>				
		<b>TOTAL</b>				

Name of Company / Bidder: \_\_\_\_\_

Signature Over Printed Name of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

P

## ***Section IX. Bidding Forms***

### **TABLE OF CONTENTS**

Bid Form.....	Annex "A"
Form of Contract Agreement.....	Annex "B"
Omnibus Sworn Statement .....	Annex "C"
Bid Securing Declaration.....	Annex "D"
List of Key Personnel Proposed To Be Assigned To The Contract and Curriculum Vitae Format.....	Annex "E"
List of Equipment, Owned or Leased and/or Under Purchase Agreement, Pledged to the Proposed Contract.....	Annex "F"
Statement of Single Largest Completed Contract Similar to the Contract to be Bid.....	Annex "G"
Statement of All On-Going Government & Private Construction Contracts Including Contracts Awarded But Not Yet Started.....	Annex "H"
JV Agreement Form .....	Annex "I"

**Bid Form**

Date: \_\_\_\_\_  
 Invitation to Bid No: \_\_\_\_\_

**To: PROCUREMENT SERVICE**  
*Bids and Awards Committee IX*  
 2nd Floor, PS Complex, RR Road  
 Cristobal St., Paco, Manila

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

Item No.	Qty	Item / Description	Total Price
1	1 Lot	<b>Design and Build of the University of the Philippines Los Baños University Health Service Building Extension (Phase 1)</b>	

**TOTAL PRICE IN WORDS**

Item No. 1: |

The **Final Bid Price** is net of any discount offered.

- (c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;

*P*

- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- (k) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_  
In the capacity of: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Duly authorized to sign the Bid for and on behalf of: \_\_\_\_\_  
Date: \_\_\_\_\_

*P*

Form of Contract Agreement

---

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the "Entity") and *[name and address of Contractor]* (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called "the Works") and the Entity has accepted the Bid for *[insert the amount in specified currency in numbers and words]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Drawings/Plans;
  - (c) Specifications;
  - (d) Invitation to Bid;
  - (e) Instructions to Bidders;
  - (f) Bid Data Sheet;
  - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
  - (h) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - (i) Eligibility requirements, documents and/or statements;
  - (j) Performance Security;
  - (k) Notice of Award of Contract and the Bidder's conforme thereto;
  - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Contractor).

Binding Signature of Procuring Entity

\_\_\_\_\_

Binding Signature of Contractor

\_\_\_\_\_

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

12



Omnibus Sworn Statement

---

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. *Select one, delete the other:*

*If a sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

*If a partnership, corporation, cooperative, or joint venture:* I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. *Select one, delete the other:*

*If a sole proprietorship:* As the owner and sole proprietor or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]* *[insert "as shown in the attached duly notarized Special Power of Attorney" for the authorized representative]*;

*If a partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

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

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

*If a sole proprietorship:* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.:	_____
Fax No/s.:	_____
E-mail Add/s.:	_____
Mobile No.:	_____

It is understood that notices/s transmitted in any of the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

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

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

*SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s exhibited to me his/her [insert type of government identification card used\*], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.*

*Witness my hand and seal this \_\_\_\_ day of [month] [year].*

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorney's No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_.

*\*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice, also required to be submitted/attached is a photocopy of identification card used.*

*P*

Note:

*“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:*

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

**Bid-Securing Declaration**

**(REPUBLIC OF THE PHILIPPINES)**

**CITY OF \_\_\_\_\_ ) S.S.**

**X-----X**

**Invitation to Bid: *Public Bidding No. 19-215-9:***

***Design and Build of the University of the Philippines Los Baños University Health Service  
Building Extension (Phase 1)***

**To: PROCUREMENT SERVICE**

*Bids and Awards Committee IX*

*2nd Floor, PS Complex, RR Road*

*Cristobal St., Paco, Manila*

I/We, the undersigned, declare that:

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

*P*

- c. I am/we are declared as the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

**IN WITNESS WHERE OF**, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month] [year] at [place of execution]

*[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's Legal capacity]*

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s exhibited to me his/her [insert type of government identification card used\*], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

*Witness my hand and seal this \_\_\_\_ day of [month] [year].*

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorney's No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_.

*\*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice, also required to be submitted/attached is a photocopy of identification card used.*

*"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:*

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

## Format of Curriculum Vitae (CV) for Proposed Professional Staff

---

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

### Key Qualifications:

*[Give an outline of staff member's experience and training most pertinent to tasks on project. Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page.]*

\_\_\_\_\_

### Education:



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

---

### **Employment Record:**

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

---

### **Languages:**

[For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

---

### **Certification:**

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

\_\_\_\_\_  
[Signature of staff member and authorized representative of the firm]      Date: \_\_\_\_\_  
Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

LIST OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT

Business Name : \_\_\_\_\_  
Business Address : \_\_\_\_\_

Key Personnel Position									
1. Name									
2. Address									
3. Date of Birth									
4. Employed Since									
5. Relevant Experience									
(a) Description; (b) Number of Years in Proposed Position									
6. Previous Employment									
7. Education									
8. PRC License/ Accreditation from DOLE-OHSC (for the Health and Safety Officer)									

Note: \* This List must be supported by individual resumes of all personnel and photocopy of PRC Licenses of the Engineers.

\*Certificate of Employment and/ or Contract of Employment

Submitted by :

\_\_\_\_\_  
(Printed Name & Signature of Authorized Representative)

Designation :

Date :

✓

LIST OF EQUIPMENT, OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENT, PLEDGED TO THE PROPOSED CONTRACT

Business Name : \_\_\_\_\_  
Business Address : \_\_\_\_\_

Description	Model/Year	Capacity/Performance/Size	Plate No.	Motor No./ Body No.	Location	Condition	Proof of Ownership/ Lessor/Vendor
<b>A. Owned</b>							
i.							
ii.							
iii.							
iv.							
v.							
<b>B. Leased</b>							
i.							
ii.							
iii.							
iv.							
v.							
<b>C. Under Purchase Agreement</b>							
i.							
ii.							
iii.							
iv.							
v.							

Note: This List must be supported by proof of ownership, lease and/or purchase agreement. For lease and purchase agreement, proof of ownership from the lessor or certification of availability of equipment from the vendor for the duration of the project.

Submitted by : \_\_\_\_\_  
(Printed Name & Signature of Authorized Representative)

Designation : \_\_\_\_\_ Date : \_\_\_\_\_

P





## JOINT VENTURE AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

➤

➤ This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the "Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ City, Philippines by and among:

➤ \_\_\_\_\_, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";

- and -

➤ \_\_\_\_\_, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";

- and -

➤ \_\_\_\_\_ a foreign corporation organized and existing under and by virtue of the laws of \_\_\_\_\_, represented by its \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";

(Henceforth collectively referred to as the "**Parties**")

### WITNESSETH: That

**WHEREAS**, the Procurement Service (PS) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of \_\_\_\_\_ for the \_\_\_\_\_;

**WHEREAS**, the parties have agreed to pool their resources together to form the "\_\_\_\_\_ Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PS-DBM;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

*P*

## ARTICLE I

### ORGANIZATION OF THE JOINT VENTURE

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is  
“ \_\_\_\_\_ ”;

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at  
\_\_\_\_\_;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the \_\_\_\_\_ in all biddings, related procurement transactions and other official dealings that it shall enter into with the PS-DBM and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PS-DBM, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination

## ARTICLE II PURPOSE

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the DBM-PS Bids and Awards Committee for the supply and delivery of  
\_\_\_\_\_ for the \_\_\_\_\_.

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PS-DBM, and such other incidental activities necessary for the completion of its contractual obligations.

## ARTICLE III SOLIDARY LIABILITY OF THE PARTIES

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PS-DBM, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

*P*

**ARTICLE IV**  
**CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution – The Parties shall contribute the amount of \_\_\_\_\_  
(Php ) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	P	.00
TOTAL		P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, \_\_\_\_\_ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

**ARTICLE V**  
**MISCELLANEOUS PROVISIONS**

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PS-DBM in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the \_\_\_\_\_, Philippines.

*j*



IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signed in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_

#### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES     )  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.  
PROVINCE OF (in the case of Municipality)

This instrument refers to a Joint Venture Agreement consisting of \_\_\_\_\_ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

***SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s exhibited to me his/her [insert type of government identification card used\*], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_.***

***Witness my hand and seal this \_\_\_\_ day of [month] [year].***

**NAME OF NOTARY PUBLIC**

**Serial No. of Commission \_\_\_\_\_**

**Notary Public for \_\_\_\_\_ until \_\_\_\_\_**

**Roll of Attorney's No. \_\_\_\_\_**

**PTR No. \_\_\_\_\_ [date issued], [place issued]**

**IBP No. \_\_\_\_\_ [date issued], [place issued]**

Doc. No. \_\_\_\_  
Page No. \_\_\_\_  
Book No. \_\_\_\_  
Series of \_\_\_\_.

*\*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice, also required to submit/attached is a photocopy of identification card used.*

*P*

Note:

*"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:*

*At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;*

*12*

