



PROCUREMENT FOR THE RETROFITTING OF THE DEPARTMENT OF FOREIGN AFFAIRS (DFA) HEADQUARTERS

Approved Budget for the Contract:

**Two Billion Three Hundred Eighty-Three Million Seven Hundred
Fifty-Two Thousand and One Hundred Ninety-Eight Pesos**

(Php 2,383,752,198.00)

PB-IN-02-2024

Sixth Edition

July 2020

Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Invitation to Bid for the
**RETROFITTING OF THE DEPARTMENT OF FOREIGN AFFAIRS (DFA)
HEADQUARTERS**

1. The Department of Foreign Affairs (DFA), through the FY 2024 General Appropriations Act and Multi-Year Contractual Authority No. MYCA-BMB-D-23-0000087, intends to apply the sum of **Two Billion Three Hundred Eighty-Three Million Seven Hundred Fifty-Two Thousand One Hundred Ninety-Eight Pesos (PhP 2,383,752,198.00)** only with the following annual authority:

Year	Amount Authorized per MYCA-BMB-D-23-0000087 (PHP)	
	In words	In figures
2024	Four Hundred Forty-Four Million Six Hundred Twelve Thousand Pesos Only	444,612,000.00
2025	Five Hundred Eight Million Eight Hundred Eighty-Eight Thousand Eight Hundred Seventy-Nine Pesos Only	508,888,879.00
2026	Seven Hundred Fifteen Million One Hundred Twenty-Five Thousand Six Hundred Fifty-Nine Pesos Only	715,125,659.00
2027	Seven Hundred Fifteen Million One Hundred Twenty-Five Thousand Six Hundred Sixty Pesos Only	715,125,660.00
TOTAL	Two Billion Three Hundred Eighty-Three Million Seven Hundred Fifty-Two Thousand One Hundred Ninety-Eight Pesos Only	2,383,752,198.00

being the Approved Budget for the Contract (ABC) to payments for the **Procurement for the Retrofitting of the Department of Foreign Affairs Headquarters**. Bids received in excess of the ABC shall be automatically rejected.

- The DFA now invites bids for the above Procurement Project. Completion of Works is within Thirty-six (36) months from the issuance of Certificate of Mobilization by the DFA. Bidders should have completed a contract similar to the Project.

This Procurement Project is described as follows:

Lot No.	Project Specification	Approved Budget for the Contract (PhP)	Non-refundable Bid Fee (PhP)
1	Procurement for the Retrofitting of the Department of Foreign Affairs Headquarters	Two Billion Three Hundred Eighty-Three Million Seven Hundred Fifty-Two Thousand One Hundred Ninety-Eight Pesos (PhP 2,383,752,198.00)	Seventy-Five Thousand Pesos (PhP 75,000.00)

- Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- Interested bidders may obtain further information from the DFA and inspect the Bidding Documents at 2330 Roxas Boulevard, Pasay City, 1300 during office hours or from 8:00 A.M. to 5:00 P.M.
- A complete set of Bidding Documents may be acquired by interested bidders on 09 October 2024, Wednesday, from the Bids and Awards Committee (BAC) Secretariat and at [https://dfa.gov.ph/ongoing- projects](https://dfa.gov.ph/ongoing-projects).

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.

- The DFA-BAC has scheduled the following activities for the said Project:

1st Pre-bid Conference	2nd Pre-bid Conference	Deadline for Submission and Receipt of Bids	Bid Opening	Post Qualification
16 October 2024, Wednesday, 10:00 A.M.	23 October 2024, Wednesday, 10:00 A.M.	06 November 2024, Wednesday, 09:00 A.M.	06 November 2024, Wednesday, 10:00 A.M.	11 November 2024, Monday, 10:00 A.M.

The DFA-BAC will hold Pre-Bid Conferences on the above-stated dates, which shall be open to all interested bidders.

7. Prospective bidders may visit the project site from 09 October 2024 to 05 November 2024, except on weekends and public holidays, between 9:00 A.M. and 5:00 P.M. To set a site visit, bidders may coordinate with DFA-Engineering and Maintenance Division (EMD) through email address oamss.engineering@dfa.gov.ph and contact numbers (02) 834-4362.
8. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through physical submission, facsimile, or email submissions.
9. Bids must be duly received by the BAC Secretariat at the address below on 06 November 2024, Wednesday, 9:00 A.M. Late bids shall not be accepted.
10. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
11. Bid opening shall be on 06 November 2024, Wednesday, 10:00 A.M., via videoconferencing and/or in-person at the 12th Floor, DFA Building.
12. The DFA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
13. For further information, please refer to:

DFA-BAC Secretariat
Department of Foreign Affairs
12th Floor, DFA Main Building
2330 Roxas Boulevard, Pasay City 1300
Tel. Nos. 834-4060 or 834-4823
Email address: bac.secretariat@dfa.gov.ph

14. You may visit the following website to download the Bidding Documents: <https://dfa.gov.ph/ongoing-projects>.

08 October 2024, in Pasay City



EDGAR B. BADAJOS

Bids and Awards Committee Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. **Scope of Bid**

The Procuring Entity, Department of Foreign Affairs (DFA) invites Bids for the **Procurement for the Retrofitting of the Department of Foreign Affairs Headquarters**, with Project Identification Number PB-IN-02-2024.

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

2. **Funding Information**

2.1. The GOP through the FY 2024 General Appropriations Act and Multi-Year Contractual Authority No. MYCA-BMB-D-23-0000087 in the amount of **Two Billion Three Hundred Eighty-Three Million Seven Hundred Fifty-Two Thousand One Hundred Ninety-Eight Pesos (PhP 2,383,752,198.00) only**.

2.2. The source of funding is NGA, General Appropriations Act.

3. **Bidding Requirements**

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is allowed. The portions of the Project and the maximum percentage allowed to be

subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.

The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier 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. Pre-Bid Conference

The Procuring Entity will hold pre-bid conferences for this Project on the specified dates and times in-person and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other

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

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings

and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

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

14. Bid and Payment Currencies

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

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

15. Bid Security

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

15.2. The Bid and bid security shall be valid 120 days from the Opening of Bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit **two (2) copies** of the first and second components of its Bid.

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

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

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

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

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

Bid Data Sheet

ITB Clause																																								
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be Retrofitting Projects.																																							
7	Subcontracting allowed.																																							
10.4	The key personnel must meet the required minimum years of experience as stated in Item VII of the Scope of Works.																																							
10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">No.</th> <th style="text-align: center;">Equipment (Owned/Leased)</th> <th style="text-align: center;">Quantity</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Dump truck 10 cu.m.</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Service vehicle/truck</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Backhoe with attachments 0.50.-1.00 cu.m.</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Generator Set 300-350 kw with fuel</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Truck Mounted Crane, 25 Tons</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Concrete Vibrator</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">7</td> <td>Engine Plate Compactor</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">8</td> <td>Welding Machine Unit, 300 amp</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">9</td> <td>One Bagger Concrete Mixer</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">10</td> <td>Construction elevator</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">11</td> <td>Construction gondola</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">12</td> <td>Tower or Mobile Crane</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	No.	Equipment (Owned/Leased)	Quantity	1	Dump truck 10 cu.m.	1	2	Service vehicle/truck	1	3	Backhoe with attachments 0.50.-1.00 cu.m.	1	4	Generator Set 300-350 kw with fuel	1	5	Truck Mounted Crane, 25 Tons	1	6	Concrete Vibrator	2	7	Engine Plate Compactor	1	8	Welding Machine Unit, 300 amp	4	9	One Bagger Concrete Mixer	2	10	Construction elevator	1	11	Construction gondola	1	12	Tower or Mobile Crane	1
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15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than Php 4,767,504.38 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p style="margin-left: 40px;">b. The amount of not less Php 11,918,761.00 if bid security is in Surety Bond.</p>																																							
19.2	Partial bid is not allowed.																																							
21	Submission of the required documents as stated in the Scope of Works																																							

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

Scope of Contract

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

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

1. Sectional Completion of Works

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

2. Possession of Site

- 4.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

3. The Contractor's Obligations

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

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

4. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

5. 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.

The Contractor may visit the site on any working day before the date for the opening of bids.

6. Warranty

6.1 In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

6.2 The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

7. Liability of the Contractor

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

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

8. Termination for Other Causes

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

9. Dayworks

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

10. Program of Work

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

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.

11. Instructions, Inspections and Audits

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

12. Advance Payment

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

13. Progress Payments

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

14. Operating and Maintenance Manuals

14.1 If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.

14.2 If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

15. No Employer-Employee Relationship

This Contract does not establish any employer-employee relationship between the DFA, the Contractor, being an independent contractor, and the latter's employees, agents, representatives, or subcontractors.

16. Indemnity

The Contractor shall hold the DFA free and harmless from, and hereby binds and obligates itself to indemnify the DFA for, any and all liabilities, losses, damages, injuries including death, claims, demands, suits, proceedings, judgments, awards, fines, penalties, and all expenses, legal or otherwise, of whatever kind and nature arising from and by reason of this Contract, due to the fault, negligence, act, omission, delays, conduct, breach of trust, or non-observance or violation of any provision of this Contract by the Contractor and/or of its employees, agents, representatives, or sub-contractor.

17. Confidentiality

Except as required by law or pursuant to prior written consent, the Contractor agrees to keep confidential and not disclose any information or document of the DFA or which the DFA designated the information as confidential. The Contractor shall take all reasonable steps to ensure its employees, contractors, agents and advisers comply with this clause. This clause shall survive the termination of this Contract.

18. Force Majeure

The DFA and the Contractor shall not be liable in any way whatsoever for delays or failure in the performance resulting from acts beyond their reasonable control, which may not be overcome by due diligence. Such acts shall include but not be limited to acts of God, strikes, lock outs, labor disputes, material shortages, riots, war, governmental regulation imposed after the fact, flood, fire, earthquake, power outages or other such natural disasters. The obligation of the DFA and the Contractor insofar as they are affected by such occurrence, shall be suspended during the continuance of any inability so caused, and such inability shall not be a breach of this Contract.

19. Data Privacy Act

The Contractor and its personnel are required to observe the provisions of Republic Act no. 10173 or the Data Privacy Act of 2012 in handling information obtained from the DFA. In addition, the Contractor and its personnel shall be responsible for the destruction of all the data secured from the DFA after the termination of this Contract.

20. Assignees and Successors

This Contract shall be binding upon and inure to the benefit of the Parties hereto and their assignees and successors-in-interest, provided, however, that the Contractor shall not assign or transfer any or all of its rights and obligations herein to any third party without the prior written consent of the DFA.

21. Third Party Contracts

Any other contract or agreement entered into by the Contractor and a third party for the implementation of this Contract, shall be exclusively between such parties, to the exclusion of the DFA. The Contractor warrants that it shall hold free and harmless the DFA from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential or punitive damages relating to the conduct or completion of the project.

22. Waiver of Rights

No failure, omission or delay of any of the Parties in exercising any of its right, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Contract shall be valid unless made in writing and signed by the Party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

23. Dispute Resolution and Venue of Action

The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this Contract through negotiations. In the event that an amicable settlement cannot be achieved within thirty (30) days from the date on which either Party has served written notice thereof on the other Party, the Parties agree to settle the matter by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential.

The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines.

Nothing in this Agreement shall prevent the parties from filing the appropriate case before a Philippine court of competent jurisdiction, which shall be Pasay City, Metro Manila, to the exclusion of other courts.

24. Amendment

Any amendment of the Contract shall be mutually agreed upon by the Parties in writing. Should the DFA require additional security guards and equipment to be provided by the Contractor, such increase shall be subject to a written agreement of the Parties and in accordance with existing procurement laws and government accounting and auditing rules and regulations.

25. Separability Clause

The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause of these terms and conditions. If any term or condition of this Contract is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.

26. Governing Law

The validity and interpretation of the terms and conditions of this Contract shall be governed by and construed in accordance with the laws of the Philippines.

27. Entire Agreement

Both Parties acknowledge that this Contract and its Annexes constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the Parties relating to the subject matter hereof.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
4	Performance Security should be delivered after ten (10) days from the receipt of the Notice of Award.
5	The site investigation reports are stated in the Scope of Works.
6.2	The Contractor shall provide warranty security against defects in the workmanship for a period of two (2) years starting from the date of issuance of Certificate of Completion and Acceptance by the DFA.
9	Dayworks are applicable at the rate shown in the Contractor's original Bid.
10	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>fifteen (15) days</i> of delivery of the Notice of Award.
	The amount to be withheld for late submission of an updated Program of Work will be discussed amicably by the parties.
13	Terms of payment are provided in the Scope of Works.
14	Operating and maintenance manuals are required upon issuance of certificate of completion and acceptance.
	"As built" drawings are required upon issuance of Certificate of Completion and Acceptance.

Section VI. Specifications

Notes on Specifications

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

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

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

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

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

Republic of the Philippines
DEPARTMENT OF FOREIGN AFFAIRS
2330 Roxas Boulevard, Pasay City

SCOPE OF WORKS
RETROFITTING OF THE DEPARTMENT OF FOREIGN (DFA) HEADQUARTERS

Item No.	
I.	<p>Background</p> <p>The Department of Foreign Affairs (DFA) building located at 2330 Roxas Blvd., Pasay City is formerly the headquarters of the Asian Development Bank. The building was uniquely designed in a striking and bold brutalist style in the 1970s by Ar. Cresencio De Castro. Currently, the DFA building is recognized as a heritage site and is one of the few remaining architectural structures in the Philippines having an asymmetrical balance design featuring a raw, industrial facade.</p> <p>The Department of Foreign Affairs (DFA) needs major retrofitting due to its near expiry lifespan and structural integrity. Palafox Associates (Designer) submitted the contract documents complete with specifications and drawings for the full retrofitting project for the Department.</p>
II.	<p>Objectives</p> <p>The retrofitting and rehabilitation of the DFA Headquarters from 2024-2027 which aim to enhance functionality, safety, and efficiency through comprehensive upgrades, including the creation of additional office and common area spaces, and sustainability-focused and environmentally-friendly improvements.</p> <p>The Department is in need of a reputable construction company (a AAAA or AAA PCAB License Category), with experience in major renovation and repair projects, that will provide reliable and efficient work with the deployment of skilled manpower, materials, equipment, and supervision. The project aims to:</p> <ol style="list-style-type: none"> 1. Give its occupants safe and convenient working environment; 2. Ensure safe working conditions at the DFA premises, preventing injury and loss of life; 3. Comply with statutory requirements such as the National Building Code, Fire Code of the Philippines, and other related codes/laws;

4. Retrofit and upgrade the building's structural members and components;
5. Update the current electro-mechanical equipment to prevailing industry standards;
6. Upgrade its Air-conditioning System (Centralized and Variable Refrigerant Flow (VRF) system);
7. Preserve the building's façade in respect to its heritage; and
8. Prolong the DFA Building's life expectancy.

Note: PCAB Categorization - Classification Table (Board Resolution No. 201, Series of 2017 General Building, GB-1 (Building or Industrial Plant))

Category	Financial Capacity Minimum Network/Equity
AAAA	Php 1,000,000,000.00
AAA	Php 180,000,000.00

		Statement of Compliance
III.	<p>Coverage</p> <p>In accordance with the program of works, plans, and technical specifications attached in the bid documents, the project will cover the following:</p> <p style="text-align: center;">1. FACILITIES FOR THE CONSULTANTS AND PROJECT MANAGEMENT TEAM (PMT)</p> <p>Works include the following facilities for Consultants and PMT:</p> <ol style="list-style-type: none"> a. Field office, Meeting rooms and living quarters, including toilets; b. Medical room and first aid facilities; c. Furniture/fixtures, equipment and appliances for the field office; d. Operation and maintenance for the field office; e. Vehicles with operation and maintenance; and f. Survey and photographic equipment, and communication facility. 	

2. PRE-CONSTRUCTION TESTS AND SUBMISSIONS

Works include the following but not limited to:

- a. Formulation of demolition plans including safety measures;
- b. Submission and payment of demolition permits;
- c. Conduct Pre-design survey and reports;
- d. Secure, produce, and cover the costs for construction drawings and all other related documents required for the issuance of the building permit, as well as any additional permits and clearances necessary for the project;
- e. Submission and payment of Construction and Permitting Drawings and other necessary documents or activities for the issuance of the following:
 - i. Building Permit,
 - ii. Sanitary Permit,
 - iii. Mechanical Permit,
 - iv. Electrical Permit,
 - v. Zoning Permit,
 - vi. Demolition permit;
 - vii. Fire Safety Clearance and
 - viii. other applicable permits and clearances;
- f. Submission, conduct and payment of Environmental Impact Assessment Survey and Environmental Compliance Certificate;
- g. Submission and payment of Meralco bill deposit in favor of the Department of Foreign Affairs;
- h. Secure Contractors' All Risk Insurance (CARI) or General Liability Insurance; and
- i. Site Tests
 - i. Conduct and provide Geotechnical Investigation Report for building permit purposes if necessary or not applicable.

3. GENERAL REQUIREMENTS

Works include, but not limited to, the following:

	<ul style="list-style-type: none"> a. Offices, workshops, storage and workmen accommodation for contractor; b. Medical room and first aid facilities; c. Acquire all pertinent permits, licenses, and clearances including payment of taxes and other fees due to local/national government/regulatory units and private entities; d. Project Billboard and its installation as prescribed by DPWH DO no. 30 series 2012; e. Occupational safety and health program; f. Mobilization/demobilization; g. Provision for unforeseen items of works; h. Support equipment; i. Temporary fence and protection; j. Temporary Storage: Provide two (2) units of well-ventilated prefabricated container houses or equivalent for the storage of records and non-records. Each unit must have a minimum size of 6 meters (L) x 2.438 meters (W) x 2.591 meters (H): <ul style="list-style-type: none"> a. Walls: 50mm Expandable Polystyrene (EPS) Sandwich Panels b. Roof: One whole roof with 60mm PU (Polyurethane) insulation c. Door: High quality steel door d. Flooring: 18mm fiber cement board and pvc finish e. Window: 2 sets Aluminum windows f. Lighting: 2 sets LED lights with housing g. Electrical: Embedded wires with 2 lights, 1 switch, 2 sockets, 1 electric distribution box h. Stacking: can stack a total of 3 container houses combined; k. Personal Protective Equipment (PPE) for the contractor's personnel, PMT, DFA personnel and guests; and l. General Scaffolding and Shoring: Provide and install general scaffolding and shoring as required for the project. Ensure all scaffolding 	
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and shoring comply with safety standards and regulations to provide a secure and stable working environment.

4. SUBMISSION OF REPORTS AND OTHER DOCUMENTS

- a. Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM);
- b. Bar Chart;
- c. Manpower and Equipment Schedules;
- d. Monthly Cash Flows;
- e. S-curve;
- f. Daily Weather Chart/ Report;
- g. Construction safety and health program (SHP) approved by Department of Labor and Employment (DOLE) including every 25th of the month for Work Accident and Incident Report (WAIR);
- h. Material and equipment testing results as needed;
- i. Monthly accomplishment report;
- j. Structural Design and Analysis if applicable;
- k. Approved Construction Drawings;
- l. Approved Technical Specifications and Mutually agreed cost Estimates;
- m. Temporary utility permits; and
- n. Building Permit, Sanitary Permit, Mechanical Permit, Electrical Permit, Zoning Permit, Fire Safety Permit, and other applicable permits and clearances.

5. REMOVAL OF STRUCTURES/OBSTRUCTIONS AND DISPOSAL OF CONSTRUCTION DEBRIS AND HAZARDOUS MATERIALS NOT LIMITED TO ALL OTHER ITEM NECESSARY FOR THE COMPLETION OF WORK.

The works include, but not limited to the following:

- a. Prepare a complete demolition plan illustrating involved in demolition, procedure to be carried out, equipment and tools to be used, and how much debris to be cleaned up;
- b. Removal of the following, but not limited to:

	<ul style="list-style-type: none"> a. Facade (including walls and windows); b. External fire exit cladding; c. Fire exit steel doors, handrails, nosing, and checkered plates; d. Fire hose cabinets; e. Drinking fountains; f. Floors and wall tiles; g. Wall demolition for two (2) new elevator landing door entrance and machine room slab at 6th Floor, South Wing Annex Building; h. Old authentication areas near Gate 3; i. Interior Concrete Hollow Block (CHB) wall and drywall partition (including doors); j. Roofing, trusses, and ceiling boards; k. Sanitary/plumbing works and mirrors (existing fixtures and piping); l. Unused elevator hall indicator boxes; m. Debris guard; n. Electrical works (existing generators, transformers, panel boards, lighting fixtures, conduits, and wirings); o. Mechanical works (existing air conditioning system including chiller pumps and pipes, ducting, Pre-cooling Air Handling Units (PAHUs), exhaust blowers, split type AC and window type AC. p. As specified in the plans and specifications and as actual conditions of the site require. q. Two (2) unit Elevators at the Main Building. <ul style="list-style-type: none"> c. Removal of hazardous materials such as asbestos minerals, radioactive substances, flammable materials and petroleum contamination if applicable; d. Safety measures for site workers, supervisors, operators and engineers to be advised of potential hazards; 	
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- e. Secure proper permits related to Demolition works; and
- f. Hauling of demolition debris.

6. PLAIN AND REINFORCED CONCRETE WORKS

Works include structural concrete, Reinforcing Steel Bars (RSB), Forms, and False works as specified in the plans and specifications.

7. STRUCTURAL RETROFITTING WORKS

Works include surface preparation (chipping, grinding, & v-cutting, epoxy bonding & mortar application) and application or installation of appropriate structural retrofitting technology from sub-basement to roof deck columns and beams as specified in the plans and specification.

8. MASONRY WORKS

Works include laying of 200 mm thick, 150 mm thick. and 100 mm thick. CHB only (it also includes reinforcing steel bars, mortar and filler for laying) as specified in the plans and specifications.

9. FACADE WORKS

Works include installation, plastering, painting, and leak testing of exterior wall and interior wall including columns and beams as specified in the plans and specification.

10. FABRICATED MATERIALS

Works include fabrication and installation with complete frames, hardware and accessories as specified in the plans and specifications, but not limited to, the following:

- a. wooden doors;

- b. metal doors;
- c. glass doors;
- d. windows;
- e. Reception counters;
- f. Signages (DFA seal and signage, room and wayfinding signages); and
- g. Steel louvers

11.FINISHING WORKS

Works include as specified in the plans and specifications of the following:

- a. floor finishes,
- b. wall finishes,
- c. ceiling finishes,
- d. stair finishes,
- e. wheel stopper;
- f. Elevator finishes;
- g. Elevator hall indicator box; and
- h. Roofing works

12.PAINTING WORKS

Works include painting works as specified in the plans and specifications, but not limited to the following:

- a. exterior walls,
- b. interior walls,
- c. parking signage,
- d. ceiling boards,
- e. roofing,
- f. doors,
- g. external and internal fire exit; and
- h. concrete ceiling

13.WATERPROOFING WORKS

Works include application as required waterproofing as specified in the plans and specifications. Conduct leak testing on areas where waterproofing is applied.

14.SANITARY AND PLUMBING WORKS

Works include as specified in the plans and specifications, but not limited to the following:

1. All sewer and vent line pipes and fittings including accessories;
2. Storm drainage system (including concrete and PVC pipes, fittings, drains, catch basins, manholes, supports, consumables and other miscellaneous items);
3. Water supply system and repiping works including support and other accessories;
4. Plumbing fixtures (complete with fittings and accessories);
5. AHU and Fan Coil Unit (FCU) drain piping;
6. Sewage Treatment Plant (STP) including system involved; and
7. Reflecting pool fountain and pumping equipment for sanitary.

15. ELECTRICAL WORKS

Works included as specified in the plans and specifications. Installation of service entrance (from concrete pedestal to transformer, transformer to Automatic Transfer Switch (ATS), ATS to Main Distribution Panel (MDP) and generator to ATS; feeder/sub-feeder cables (from MDP to Distribution Panel or DP), DP to lighting & power panels and power panels to Enclosed Circuit Breakers (ECBs); power and lighting system; lighting fixtures (including necessary supports, boxes and dropped flexible metal conduit); wiring devices; panel boards, generator sets and ECB panel boards, transformers and ECBs, and grounding and lightning protection system

16. MECHANICAL WORKS

1. Works include supply, delivery and installation of all chilled water systems and Variable Refrigerant Flow (VRF); Air conditioning and

ventilation; Ventilation system as specified in the plans and specifications.

2. Converting existing Air Handling Unit (AHU) and AHU rooms into Built-up AHU. following works, but not limited to:
 - a. Dismantling and preservation of existing AHU.
 - b. Waterproofing and insulation of AHU room.

17.ELEVATOR WORKS

Works include the following:

1. Main Building Elevators:
 - a. Total replacement of Elevators 1 and 4 as specified in the plans and specification or equivalent;
 - b. Replacement of the elevator landing doors and entrance sills of elevators 2, 3, 5 and 6 at all floors;
 - c. Repair of all elevator hall lanterns;
 - d. Replacement of Elevator 2, 3, 5, and 6 floor finishes;
 - e. Replacement of all elevator door jambs at all floors;
 - f. Relocation of elevators' intercom/telephone from current security control room to new CCTV/control room;
 - g. Installation of supervisory panel to be located at BMS room.
2. South Wing Elevators:
 - a. Additional floor stop as specified in the plans and specification. Includes but not limited to, the following:
 - elevator railing extension;
 - civil works necessary to accommodate the elevator top car cage and traction machines;

- supply and installation of additional hall operating panel; and,
- Installation of additional Elevator door entrances and jambs at 6th Floor.

- b. Installation of supervisory panel to be located at BMS Room;
- c. Buffing works on the retained landing doors and jambs;
- d. Replacement of interior finishes; and
- e. Necessary adjustments on the location and/or electrical connections of the Control Panel.

18. FIRE PROTECTION SPRINKLER SYSTEM

Works include installation of sprinkler piping, black steel pipe schedule 40; pipework ancillaries; floor control valves, OS and Y valves 175 psi rating; fire brigade connection DN150 with check valve, valve pit Fire Department connection; Fire Hose Cabinet (FHC), fire extinguishers; sprinkler heads; fire and jockey pumps and miscellaneous works as specified in the plans and specifications.

19. AUXILIARY WORKS

Works include supply, delivery and installation of all structured cabling system; access control system; fire alarm and detection system; Cable Television (CATV) system; Closed Circuit Television (CCTV) system; Public Address (PA)/Background Music (BGM) system; Audio/Video System; and Building Management System (BMS) as specified in the plans and specifications.

20. RESTORATION WORKS

Works include, but not limited to, the following:

1. Marble tiles (floors and walls);
2. Existing Ceiling at main lobby;
3. Damaged walls and floors caused by removal of fixtures such as drinking fountains, elevator hall indicators, fire alarm initiating devices, electrical devices, and others of similar in nature;
4. Exterior and interior fire exit stairs;
5. Exterior gate; and
6. Perimeter walls; color match to facade.

21. PERSONS WITH DISABILITIES (PWD) FACILITIES

Works include installation of PWD ramps, railings and other necessary facilities required by the Batas Pambansa Blg. 344.

22. PRESERVATION AND MAINTENANCE OF ELECTRO-MECHANICAL EQUIPMENT AND AUDITORIUM

Works includes the preservation of the following equipment and facilities to be specified by the End user:

- a. Air Handling Units (AHU) and their components such as motor, evaporator coil, control panel, pulleys, motorized three-way valves, gate valves, pressure and temperature gauges, etc. AHUs will be converted into built up type;
- b. Chillers (1 unit of 500 TR Trane and 250 TR Midea Chiller);
- c. Chilled water and condenser pumps;
- d. Bottled Type Cooling towers;
- e. Elevator Machines, Control Panels, and Cage of Passenger Elevators (PE) 2, 3, 5 and 6 at Main Building, and PE 1 and 2 at South Wing Annex (SWA Building);
- f. Fire pumps and jockey pumps;
- g. Four (4) newly renovated restrooms near the Auditorium; and
 - i. Men's toilets on the ground floor and second floor; and

- ii. Women's toilets on the ground floor and second floor.
- h. Submersible pumps at Sub-basement;
- i. Auditorium LED screens;
- j. Audio and Video System inside the Auditorium; and
- k. Split type AC of Bulwagang Apolinario Mabini (DFA Auditorium)

23. CONTINGENCY COST FOR UNFORESEEN WORKS

Retrofitting an existing structure is complex, and unforeseen works may arise during demolition or construction. These may include hidden structural issues, unforeseen site conditions, or other challenges not evident during the initial assessment. A contingency cost has been allocated to address such unforeseen works efficiently and minimize project delays and cost overruns.

24. POST CONSTRUCTION

Provide electronic and hard copies of post-construction documents, including but not limited to the following. Quantities of these documents will be specified upon awarding:

1. As-built drawings including editable Computer Aided Design (CAD);
2. Warranties;
3. Operation manuals;
4. Discharge permit;
5. Permit to Operate;
6. Occupancy Permit;
7. Fire Safety Inspection Certificate;
8. Maintenance schedule plans for building and equipment; and
9. Other related documents needed by the end-user.

IV	<p>Scope of Work</p> <p>Name of Project: RETROFITTING OF THE DFA HEADQUARTERS</p> <p>Location: DFA Main Building, 2330 Roxas Blvd. Pasay City, Philippines 1300</p> <p>Duration: Thirty-six (36) months from the issuance of Certificate of Mobilization by the Department.</p> <p>Source of funds: MYCA-BMB-D-23-0000087</p> <p>Technical Specifications for the Retrofitting of the DFA Headquarters:</p> <ol style="list-style-type: none"> 1. Facilities of the Consultants and Project Management Team; 2. General Requirements; 3. Architectural and Civil Works; 4. Structural Works; 5. Mechanical Works; 6. Fire Protection Works; 7. Electrical and Lighting Works; 8. Electronics and Communications Works; and 9. Sanitary/ Plumbing Works 	
V	<p>Drawings/Plans and Technical Specification</p> <p>To be provided by the End-user upon official request of the Bidders.</p>	
VI	<p>Qualifications</p> <p>The General Contractor shall comply with the following minimum requirements:</p> <ol style="list-style-type: none"> 1. Philippine Contractors Accreditation Board (PCAB) member with license category of AAAA or AAA. General Building GB-1 or Specialty 2. Must have constructed an office building with at least six (6) storeys with an approximate gross area of 24,000 square meters. 3. Must have a single project with retrofitting worth the ABC or any related projects. 	

	<p>4. With at least 15 years' experience in infrastructure projects.</p> <p>5. Budget management plan</p> <p>6. Must be a PCAB member in good standing.</p> <p>7. ISO 90001 Certified.</p>																	
VII.	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1"> <thead> <tr> <th>KEY PERSONNEL</th> <th>QTY.</th> <th>GENERAL EXPERIENCE</th> <th>RELEVANT EXPERIENCE</th> </tr> </thead> <tbody> <tr> <td>Project Manager (PM)</td> <td>1</td> <td>Licensed Architect or Civil Engineer by the Professional Regulation Commission (PRC) for at least ten (10) years.</td> <td>At least ten (10) years of experience in the design of office buildings and project management of office building construction and office fit-out .</td> </tr> <tr> <td>Construction Manager (CM)</td> <td>1</td> <td>Licensed Architect or Civil Engineer by the Professional Regulation Commission (PRC) for at least ten (10) years.</td> <td>At least ten (10) years of experience in design of office buildings and project management of office building construction and office fit-out.</td> </tr> <tr> <td>Quantity Surveyor or Cost Engineer / Project Scheduler:</td> <td>1</td> <td>licensed Architect, Civil Engineer, Electrical Engineer, Mechanic</td> <td>At least five (5) years of experience in preparing construction schedules of office</td> </tr> </tbody> </table>	KEY PERSONNEL	QTY.	GENERAL EXPERIENCE	RELEVANT EXPERIENCE	Project Manager (PM)	1	Licensed Architect or Civil Engineer by the Professional Regulation Commission (PRC) for at least ten (10) years.	At least ten (10) years of experience in the design of office buildings and project management of office building construction and office fit-out .	Construction Manager (CM)	1	Licensed Architect or Civil Engineer by the Professional Regulation Commission (PRC) for at least ten (10) years.	At least ten (10) years of experience in design of office buildings and project management of office building construction and office fit-out.	Quantity Surveyor or Cost Engineer / Project Scheduler:	1	licensed Architect, Civil Engineer, Electrical Engineer, Mechanic	At least five (5) years of experience in preparing construction schedules of office	
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		al Engineer, Sanitary Engineer, or Geodetic Engineer by the Profession al Regulation Commissi on (PRC)	buildings or similar civil works.
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Project Civil Engineer	1	Licensed Civil Engineer by the Profession al Regulation Commissi on (PRC) for at least five (5) years.	At least five (5) years of experience in design of office buildings and project management of office building construction and office fit-out.
Project Mechanical Engineer	1	Licensed Mechanic al Engineer by the	At Least five (5) years of experience in design of office

		Professional Regulation Commission (PRC) for at least five (5) years.	Buildings, project management of office building construction and office fit-out .
Project Electrical Engineer	1	Licensed Electrical Engineer by the Professional Regulation Commission (PRC) for at least five (5) years.	At least five (5) years of experience in the design of office buildings and/or project management of office building construction and office fit-out .
Safety Officer	1	Certified Safety Officer. - Must have the necessary Construction Safety and Health Training and Certification from the Occupational Safety and Health Center of the Department of Labor and Employment or from	At least five (5) years of experience as a safety officer or safety engineer for office building projects or similar civil works.

			its accredited training providers.	
	Document Controller	1	Bachelor's degree in a relevant field (e.g., Business Administration, Information Management, or a related discipline).	At least five (5) years of experience in document control for office building projects.
	Foreman	1	At least 10 years experience	At least 10 years experience Building Construction as Foreman
VIII	<p>Site Inspection</p> <p>The Work shall be based on the existing data and physical condition at the worksite. No increase in cost or extension of time will be considered for failure to inspect and examine the worksite and site condition.</p> <p>The bidders for this contract must secure a Certificate of Site Inspection from OAMSS-EMD prior to the opening of bids and said certificate shall form part of the bid documents to be submitted.</p> <p>In the Certificate of Site Inspection, the bidder acknowledges and warrants to have inspected and examined the sites and their surroundings and has satisfied itself by submission of its Bid Offer as to the nature of the work and materials necessary for the completion of the project, the means of access to the site, the accommodation that may be required and all</p>			

	necessary risks, contingencies and other circumstances which may influence or affect the Bid Offer.																															
IX	<p>Following additional documents shall form part of the bid documents to be submitted:</p> <ol style="list-style-type: none"> 1. Certificate of Site Inspection issued by the End-user; 2. Project Risk Management (identifying risk and applying mitigating Factors that will affect the execution of the project.); 3. HIRAC (Hazard Identification risk assessment and Control Measure); 4. Budget Management Plan <ul style="list-style-type: none"> - Monthly Cash Flow for the consumption of the procuring entity; - Cash flow on how to finance the project attaching proof of evidence aside from the NFCC. 5. Bill of Quantity (to be provided upon official request to the end-user) 6. Detailed Unit Price Analysis (DUPA) (to be provided upon official request to the end-user) <p><i>Note: The contractor shall submit the Quarterly submission of their updated NFCC during the duration of contract.</i></p>																															
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XI.	<p>Contractor's Obligations</p> <p>The Contractor shall:</p> <ol style="list-style-type: none"> 1. The General Contractor shall be overall in charge of the entirety of the project. This includes the responsibility for coordinating and managing all subcontractors and specialty contractors involved in the project. Specifically, this includes but is not limited to: <ul style="list-style-type: none"> ● Mechanical Contractor ● Electrical Contractor ● Plumbing Contractor ● Fire Protection Contractor ● Specialty Contractor ● Audio/Visual Contractor ● Coating Contractor ● Individual Contractor ● Trade Contractor <p>All these contractors shall operate under the responsibility and supervision of the General Contractor to ensure seamless project execution and compliance with project specifications and timelines.</p>										
	<ol style="list-style-type: none"> 2. Ensure that skilled and experienced craftsmen will undertake the renovation and repair works to assure first class quality, appearance and durability of the completed work. 										
	<ol style="list-style-type: none"> 3. Attend meetings weekly with the Project Manager (PM) at the Contractor's expense, as well as additional meetings as instructed by PM. 										

	4. Provide, at Contractor's expense, transportation costs of DFA representatives to inspect and witness onsite testing of items of work or equipment manufactured and supplied by manufacturers.	
	5. Collaborate with the submission of progress reports with photographs to PM and Designer, at the Contractor's expense.	
	6. Secure and pay the necessary permits, licenses, clearances and, and other documents or tests as required by the National Building Code and other related laws, rules and regulations, and bear all costs, duties, fees and other charges thereof.	
	7. Provide a team of licensed professionals to supervise daily the work progress at the site. Assign a well-trained Safety Officer tasked to check, implement and monitor safety precautions during construction. The team must coordinate with the Department's Project Management Team. Provide Key personnel stated in SCC 6.5.	
	8. Provide a minimum of Five (5) copies each of printed and electronic copies of complete "as built" plans including editable CAD files, Bill of Quantities, maintenance manuals and procedures as requirement for final acceptance.	
	9. Provide reports, shop drawings, cost estimates and other necessary documents to be requested for any variation order to be made for assessment, review and approval of the DFA.	
	10. Prepare an inventory report to determine serviceable and unserviceable items and equipment acquired during the Works as validated by the DFA. Coordinate with DFA for its proper disposal.	
	11. Coordinate with DFA in the conduct of inspection for punch listing of work not conforming to contract	

	specifications, if any, prior to turnover to the Department and issuance of Certificate of Acceptance.	
	12. Provide shop drawings in one (1) electronic copy in editable CAD and pdf format in a hard drive, two (2) white copies in A3 size drawings before starting the fabrication or installation of any work as may be required in the technical specifications and/or as instructed by DFA.	
	13. Provide mock-up tests stated in the technical specifications of the designer at the Contractor's expense. Coordinate mock-up test conditions and procedures with DFA prior to the test. Modifications if deemed necessary are subject for evaluation and re-testing until required results are gained.	
	14. Be responsible for the application of temporary electric and water services for the construction site under the contractor's name and own expense. Pay the electric and water consumption incurred during the project directly to the utility companies, and be responsible for the re-application of electric and water services under the Department's name upon completion and prior to the turn-over of the project without additional cost to the Department.	
	15. Be solely responsible for the protection, security and safety of their personnel, third parties, equipment, installation, the public, and others. The contractor shall deploy security guards at all entrances and exits of the construction site of the Retrofitting of the DFA Headquarters.	
	16. Provide trained Safety Officers in coordination with the PM. The Contractor shall take overall responsibility on site safety. The Safety Officer shall brief the people on-site at the start of the project regarding the safety standards on site and impose all safety procedures.	
	17. Submit Construction safety and health program (SHP) approved by Department of Labor and Employment	

	<p>(DOLE) including every 25th of the month for WAIR(work accident and incident report).</p> <ul style="list-style-type: none"> - Submit Annual safety report. 	
	<p>18. Provide necessary protection, including sheet piles, temporary shoring, barricades, sufficient warning lights, danger signals, and other signs, if needed, against harm or damage to adjacent properties, persons, shrubs, trees, lawns, structures, and utilities therein.</p>	
	<p>19. Ensure that the permanent connections to the local utility lines for water, drainage, electrical and sewer lines including materials, equipment, facilities, fees, and/or work are in proper working order until issuance of Certificate of Acceptance.</p>	
	<p>20. Be liable for any direct or indirect loss or damage to the DFA as a result of gross negligence or willful misconduct on the part of the Contractor, or on the part of any person or firm acting on behalf of the Contractor, in carrying the project. The Contractor shall be responsible for the repair, restoration and the charges, fees or costs incurred due to damages or loss.</p>	
	<p>21. Comply with and strictly observe all laws on workers' health and safety, welfare, compensation for injuries.</p>	
	<p>22. Solely responsible for the construction personnel's work at night, on Sundays, Holidays and Overtime shall be strictly governed by pertinent laws and regulations. Costs and expenses associated shall be paid by the Contractor and to be included in the bid offer.</p>	
	<p>23. Provide a minimum two years warranty against defective materials and equipment reckoned from the issuance of Certificate of Completion and Acceptance by the Department.</p>	
	<p>24. Submit to the DFA, through the PM, for checking the schedule of all hardware, complete with specifications,</p>	

	to be purchased by the Contractor before ordering them.	
	25. Shall not undertake any additional work beyond the approved scope of works without obtaining prior written approval from DFA.	
	<p>26. Provide on-site office and facilities including the following;</p> <ul style="list-style-type: none"> a. On-site office maintenance and relocation. Offices shall be of sufficient square meters of floor area, and shall include potable water supply, electric power supply, toilet and kitchen facilities, and air-conditioning units throughout. Field office shall be elevated high enough from the ground to prevent flooding during rainy seasons; b. Immediately adjacent to the office, a suitable parking area shall be provided and maintained; c. Office furniture to include adequate standard office tables with lockable drawers, and chairs with foam or cushion, filing cabinets and shelves; Conference room (with conference table and chairs for use of the project team) d. Internet connectivity; e. Photocopier including photocopying consumables either exclusive or shared site; f. Electric and water system at the on-site office; g. Basic pantry supplies; and h. Computers, software and office equipment including printers and scanners. 	
	<p>27. Provide storage/sheds facilities with the following requirements:</p> <ul style="list-style-type: none"> a. storage and sheds for stockpiling of cement, steel bars, hardware and other construction materials intended for the project; and b. Storage for cement stored in an elevated platform and properly enclosed to protect from weather. 	

	28. Provide barracks bunk houses for temporary shelter and or sleeping quarters for their construction personnel. It must be properly maintained for the duration of the project.	
	29. Provide an adequate number of container vans or equivalent storage facilities exclusively for the DFA use to store records, supplies, and other items throughout the project. These facilities must be located within the DFA property but outside the building site, ensuring they are well-ventilated, pest-free, and easily accessible to DFA personnel.	
	30. Provide temporary sanitary facilities such as toilets and lavatories for use during construction period. It shall be maintained at all times until completion of the project.	
	31. Remove and dispose, upon completion of work, all temporary offices, sanitary facilities, storage, bunk houses, staging, equipment, scaffoldings, paint containers, scraps, and debris.	
	32. Comply with and strictly observe all laws on workers' health and safety, welfare, compensation for injuries.	
	33. Identification, dismantling, hauling, and proper disposal of hazardous waste materials.	
	34. Authorize the Department of Foreign Affairs (DFA) to utilize designated areas within the building as temporary staging or storage areas for the disposal of records and property, upon receipt of a written notice from the DFA. Appropriate security measures, including surveillance and restricted access, must be implemented to prevent theft or unauthorized access.	
XII	<p>Ownership and Confidentiality of Data</p> <p>The Contractor shall ensure that all data and information obtained in the course of the project is strictly confidential</p> <p>The Contractor shall ensure that each of its personnel assigned to the Department shall execute and sign a Non-Disclosure Agreement which is to be submitted to the</p>	

	Department prior to the commencement of the services including period thereafter.	
XIII	<p>Liability Clauses:</p> <ol style="list-style-type: none"> 1. The Contractor shall be liable for any direct or indirect loss or damage to the Department in case of gross negligence or willful misconduct on its part, in carrying out the retrofitting of DFA Headquarter. 2. The Department has the right to unilaterally cancel the contract and impose a penalty should the Department find that the Retrofitting of DFA Headquarter works is not in accordance with standard practice and/or noncompliant with standard procedures, plans and technical specification 	
XIV	<p>Intellectual Property Rights</p> <p>The Contractor shall ensure all intellectual rights over the outcome of the project and its component shall belong to the Department.</p>	
XV	<p>Warranty Security</p> <p>The Contractor shall provide warranty security against defects in the workmanship for a period of two (2) years starting from the date of issuance of Certificate of Completion and Acceptance by the Department.</p>	
XVI	<p>Project Duration</p> <p>The duration of the project shall be thirty-six (36) months from the issuance of Certificate of Mobilization by the Department.</p>	
XVII	<p>Progress Billing Submission:</p> <ol style="list-style-type: none"> 1. Progress Billing Invoice: <ul style="list-style-type: none"> ● Detailed invoice outlining the work completed to date. ● Itemized breakdown of costs, including labor, materials, and equipment. 	

	<ol style="list-style-type: none"> 2. Progress Report: <ul style="list-style-type: none"> ● Narrative report describing the work completed during the billing period. ● Photographic documentation of progress. ● Summary of any issues encountered and resolutions implemented. 3. Work Accomplishment Report: <ul style="list-style-type: none"> ● Percentage completion of each item in the Bill of Quantities (BOQ). ● Comparison of actual progress against the planned schedule. ● Submission of Statement of Work Accomplished (SWA) ● Submission of As-built drawings complete with signatories as required by DFA and/or by DFA assigned Project Manager. 4. Supporting Documents: <ul style="list-style-type: none"> ● Delivery receipts and invoices for materials. ● Timesheets or labor reports. ● Equipment usage logs. 5. Inspection and Testing Reports: <ul style="list-style-type: none"> ● Copies of inspection reports. ● Test results for materials and workmanship. 6. Change Orders and Variation Orders: <ul style="list-style-type: none"> ● Approved change orders or variation orders with corresponding cost implications. 7. Updated Project Schedule: <ul style="list-style-type: none"> ● Revised project schedule reflecting progress and any adjustments. ● Explanation of any deviations from the original schedule. 8. Safety and Compliance Documentation: <ul style="list-style-type: none"> ● Safety reports and records. ● Compliance certificates and permits obtained during the billing period. 9. Certification of Work Completion: <ul style="list-style-type: none"> ● Certification from the site supervisor or project manager confirming the completion of work items included in the billing. 10. Retention and Withholding: <ul style="list-style-type: none"> ● Acknowledgment of any retention or withholding amounts as per the contract terms. 11. Lien Waivers or Releases: <ul style="list-style-type: none"> ● Partial lien waivers or releases for work completed and paid for in the current billing period. 12. Tax Compliance Documents: 	
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- Proof of tax payments related to the work being billed (if applicable)

XVIII Terms of Payment

1. Billing must not exceed the following Multi-Year Contractual Authority (MYCA-BMB-D-23-0000087) threshold. However, any unbilled amount from the previous year can be carried over for up to one year from the date of approved General Appropriations Act (GAA):

Year	Amount Authorized (in Php)
2024	444,612,000.00
2025	508,888,879.00
2026	715,125,659.00
2027	715,125,660.00
Total	2,383,752,198.00

2.

Tranches base on Contract Price	Formula
1st Tranche of Contract Price	$(0.186517709505642) * \text{Contract Price}$
2nd Tranche of Contract Price	$(0.213482290410456) * \text{Contract Price}$
3rd Tranche of Contract Price	$(0.30) * \text{Contract Price}$
4th Tranche of Contract	$(0.30) * \text{Contract Price}$

Price	
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3. Progress billing and payment shall be as follows:

1st Tranche of MYCA (2024)	Description	Requirements
Progress Billing no. 1	15% of the First Tranche of Contract Price	Upon deployment of Initial Manpower and Initial Delivery of Materials for Temporary Facilities.
Progress Billing no. 2	The remaining 85% of the First Tranche of Contract Price shall be billed monthly. (for 6 months) Note: First Monthly Billing shall start on the date of issuance of Certificate of Compliance/Completion of first progress billing issued by the End User.	Upon submission of the documents stated in Item XVII of the Scope of Works, Progress Billing Submission.
2nd Tranche of MYCA (2025)	The 100% of the Second Tranche of Contract Price shall be billed by monthly (for 12 Months)	Upon submission of the documents stated in Item XVII of the Scope of Works, Progress Billing Submission.
3rd Tranche of	The 100% of the	Upon

	<table border="1"> <tr> <td>MYCA (2026)</td> <td>Third Tranche of Contract Price shall be billed by monthly (for 12 months)</td> <td>submission of the documents stated in Item XVII of the Scope of Works, Progress Billing Submission.</td> </tr> <tr> <td>4th Tranche of MYCA (2027)</td> <td></td> <td></td> </tr> <tr> <td>Progress Billing no. 1</td> <td>50% of the Fourth Tranche of Contract Price shall be billed monthly (for 4 months)</td> <td>Upon submission of the documents stated in Item XVII of the Scope of Works, Progress Billing Submission.</td> </tr> <tr> <td>Progress Billing no. 2</td> <td>40% of the Fourth Tranche of Contract Price</td> <td>Upon issuance of Certificate of Completion and submission of the documents stated in Item XVII of the Scope of Works, Progress Billing Submission.</td> </tr> <tr> <td>Retention Billing</td> <td>10% of the Fourth Tranche of Contract Price</td> <td>Upon the issuance of Certificate of Acceptance and submission of warranty certificate for the Retrofitting Project</td> </tr> </table>	MYCA (2026)	Third Tranche of Contract Price shall be billed by monthly (for 12 months)	submission of the documents stated in Item XVII of the Scope of Works, Progress Billing Submission.	4th Tranche of MYCA (2027)			Progress Billing no. 1	50% of the Fourth Tranche of Contract Price shall be billed monthly (for 4 months)	Upon submission of the documents stated in Item XVII of the Scope of Works, Progress Billing Submission.	Progress Billing no. 2	40% of the Fourth Tranche of Contract Price	Upon issuance of Certificate of Completion and submission of the documents stated in Item XVII of the Scope of Works, Progress Billing Submission.	Retention Billing	10% of the Fourth Tranche of Contract Price	Upon the issuance of Certificate of Acceptance and submission of warranty certificate for the Retrofitting Project	
MYCA (2026)	Third Tranche of Contract Price shall be billed by monthly (for 12 months)	submission of the documents stated in Item XVII of the Scope of Works, Progress Billing Submission.															
4th Tranche of MYCA (2027)																	
Progress Billing no. 1	50% of the Fourth Tranche of Contract Price shall be billed monthly (for 4 months)	Upon submission of the documents stated in Item XVII of the Scope of Works, Progress Billing Submission.															
Progress Billing no. 2	40% of the Fourth Tranche of Contract Price	Upon issuance of Certificate of Completion and submission of the documents stated in Item XVII of the Scope of Works, Progress Billing Submission.															
Retention Billing	10% of the Fourth Tranche of Contract Price	Upon the issuance of Certificate of Acceptance and submission of warranty certificate for the Retrofitting Project															
	<p>4. The Contractor shall be paid within thirty (30) working days upon the submission of the sales invoice and complete supporting documents through List of Due and Demandable Accounts Payable (LDDAP).</p>																

	5. All payments shall be inclusive of all applicable taxes and other lawful charges.	
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Note:

Bidders must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule of Requirements. The Statement of Compliance must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and on behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and on behalf of the partners to the joint venture. All documentary requirements should be submitted on or before the deadline for the submission of bids.

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statement of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc. as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1 (a)(ii) and/or GCC Clause 2.1 (a)(ii).

Conformé;

[Signature/s]

[Name of the Bidder/Bidder's Authorized Representative/s]

[Position]

[Date]

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

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

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

Daywork Schedule

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

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

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such

provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

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

Signature Box

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

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

Bill of Quantities and Detailed Unit Price Analysis to be provided upon official request to the end-user.

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class "A" Documents</i>	
<u><i>Legal Documents</i></u>	
<input type="checkbox"/>	<p>(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR, as amended by GPPB Resolution 15-2021;</p> <p>Note: Class "A" Eligibility Documents to be submitted during the Post-Qualification Conference.</p>
<u><i>Technical Documents</i></u>	
<input type="checkbox"/>	<p>(b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (please include the following in the statement: name of the contract, date of the contract/duration, kinds of goods, amount of contract, and outstanding value);</p> <p><u>and</u></p>
<input type="checkbox"/>	<p>(c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules (The SLCC shall be supported by an Owner's Certificate of Final Acceptance issued by the project owner other than the contractor or a final rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES). In case of contracts with the private sector, an equivalent document shall be submitted); <u>and</u></p>
<input type="checkbox"/>	<p>(d) Special PCAB License in case of Joint Ventures; <u>and</u> registration for the type and cost of the contract to be bid; <u>and</u></p>
<input type="checkbox"/>	<p>(e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u></p>
<input type="checkbox"/>	<p>(f) Project Requirements, which shall include the following:</p>
<input type="checkbox"/>	<p>a. Organizational chart for the contract to be bid;</p>
<input type="checkbox"/>	<p>b. List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be</p>

	assigned to the contract to be bid, with their complete qualification and experience data;
<input type="checkbox"/>	c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; and
<input type="checkbox"/>	(g) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
<i>Financial Documents</i>	
<input type="checkbox"/>	(h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
Class "B" Documents	
<input type="checkbox"/>	(i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
II. FINANCIAL COMPONENT ENVELOPE	
<input type="checkbox"/>	(j) Original of duly signed and accomplished Financial Bid Form; and
<i>Other documentary requirements under RA No. 9184</i>	
<input type="checkbox"/>	(k) Original of duly signed Bid Prices in the Bill of Quantities; and
<input type="checkbox"/>	(l) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the Bid; and
<input type="checkbox"/>	(m) Cash Flow by Quarter.

