



PHILIPPINE BIDDING DOCUMENTS

Procurement for the Design and Build: Renovation of the Office of Consular Affairs - Aseana Building

Approved Budget for the Contract (ABC):
PhP 60,000,000.00

PB-IN-02-2025

Government of the Republic of the
Philippines

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Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.

Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Invitation to Bid for the Procurement of Design and Build: Renovation of the Office of Consular Affairs-Aseana Building

1. The Department of Foreign Affairs (DFA) intends to apply the sum of Sixty Million Pesos (PhP 60,000,000.00) only being the Approved Budget for the Contract (ABC) to payments under the contract for the *Procurement of Design and Build: Renovation of the Office of Consular Affairs-Aseana Building*, with Project Identification Number PB-IN-02-2025, chargeable against Department's Building Fund FY 2024 Continuing Appropriations, pursuant to FY 2024 General Appropriations Act (R.A. 11975). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DFA now invites bids for the above Procurement Project. Completion of the Works is required in Three hundred sixty (360) calendar days from the issuance of the Certificate of Mobilization. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from the DFA and inspect the Bidding Documents at the address given below from 8:00 AM to 5:00 PM, Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested bidders on 03 July 2025 from the given address and website/s below or it may be accessed or downloaded via the DFA website at <https://dfa.gov.ph/ongoing-projects>. It may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS).

The bidders shall pay the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Fifty Thousand Pesos (PhP 50,000.00) only. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through the BAC Secretariat email address at bac.secretariat@dfa.gov.ph.

6. 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
10 July 2025, Thursday, 10:00 AM	17 July 2025, Thursday, 10:00 AM	31 July 2025, Thursday, 9:00 AM	31 July 2025, Thursday, 10:00 A.M.	05 August 2025, Tuesday, 10:00 AM

The DFA-BAC will hold Pre-Bid Conferences on the above-stated dates, in-person and/or via video conferencing which shall be open to all interested bidders.

7. Prospective bidders may visit the project site from 03 July 2025 to 30 July 2025, 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.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before 31 July 2025, Thursday, 9:00 AM. Late bids shall not be accepted.
7. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 16.
8. Bid opening shall be on 31 July 2025 (Thursday), 10:00 AM, in-person and/or through online video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:


Department of Foreign Affairs

DoubleDragon Tower

DD Meridian Park Avenue, EDSA Extension, Pasay City

Email address: bac.secretariat@dfa.gov.ph

02 July 2025


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, invites Bids for the *Procurement of Design and Build: Renovation of the Office of Consular Affairs-Aseana Building*, with Project Identification Number PB-IN-02-2025.

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

2. Funding Information

2.1. The GOP through the source of funding for Department's Building Fund FY 2024 Continuing Appropriations, pursuant to FY 2024 General Appropriations Act (R.A. 11975) in the amount of Sixty Million Pesos (PhP 60,000,000.00) only.

2.2. The source of funding is NGA, the FY 2024 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.

- 7.2. 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.

- 7.3. 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 date and time, in-person and/or through videoconferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section IX. Checklist of Technical and Financial Documents.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be

provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

- 14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 14.2. Payment of the contract price shall be made in Philippine 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 **one (1) original and 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 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

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

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

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

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

Bid Data Sheet

ITB Clause	
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p>Completed contracts involving design, construction, or renovation of government and office buildings, demonstrating relevant experience.</p>
7.1	Subcontracting is allowed.
10.3	PCAB License - General Building (GB-1) Size Range Medium A, License Category B.
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <ol style="list-style-type: none"> a. One (1) Project Manager (PM): <ul style="list-style-type: none"> • Must be a licensed Architect or Engineer by the Professional Regulation Commission (PRC) or its equivalent for at least ten (10) years. • At least ten (10) years of relevant experience in projects involving building renovation and restoration works. The project manager should have a proven record of managerial capability through the directing/managing of major civil engineering works, including projects of a similar magnitude. b. One (1) Structural Design Engineer: <ul style="list-style-type: none"> • Must be a licensed Civil Engineer by the Professional Regulation Commission (PRC) for at least five (5) years. • Must be a regular member of the Association of Structural Engineers of the Philippines (ASEP) • At least five (5) years of experience in projects involving building renovation and restoration works. c. One (1) Registered and Licensed Architect: <ul style="list-style-type: none"> • Must be a licensed Architect 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 in similar and comparable projects d. One (1) Professional Mechanical Engineer: <ul style="list-style-type: none"> • Must be a licensed Professional Mechanical Engineer by the Professional Regulation Commission (PRC) for at least five (5) years. • At least five (5) years of experience in the mechanical design of office buildings and/ or other large-scale facilities such as factories and plants e. One (1) Professional Electrical Engineer: <ul style="list-style-type: none"> • Must be a licensed Professional Electrical Engineer by the Professional Regulation Commission (PRC) for at least five (5) years. • At least five (5) years' experience in similar and comparable projects and shall preferably be knowledgeable in electrical upgrading/renovation works. f. One (1) Sanitary Engineer/Master Plumber

	<ul style="list-style-type: none">• Must be a licensed master plumber by the Professional Regulation Commission (PRC) for at least five (5) years.• At least five (5) years experience in the similar and comparable projects and shall preferably be knowledgeable in sanitary upgrading/renovation works. <p>g. One (1) Document Controller Specialist/ Project Coordinator</p> <ul style="list-style-type: none">• With at least three (3) years of experience in project coordination, architecture or planning. <p>h. One (1) Quantity Surveyor</p> <ul style="list-style-type: none">• Must be a licensed professional (e.g., Licensed Quantity Surveyor or Civil Engineer) with at least five (5) years of relevant experience.• Proficient in cost estimation, quantity take-offs, and using standard quantity surveying software. <p>i. One (1) CAD Operator</p> <ul style="list-style-type: none">• Must be a licensed architect or civil engineer registered with the PRC with at least five (5) years of experience in CAD drafting.• Proficient in creating detailed technical drawings, survey plans, and topographic maps using industry-standard CAD software. <p>j. One (1) Foreman</p> <ul style="list-style-type: none">• The foreman must have at least five (5) years' experience in bridge construction projects of other similar and comparable projects and shall be preferably knowledgeable in general engineering and architectural works. <p>k. One (1) Safety Officer</p> <ul style="list-style-type: none">• The safety officer must be an accredited safety practitioner by the department of labor and employment (DOLE) and must have undergone the prescribed forty (40) hour construction safety and health training (COSH)															
10.5	<p>The minimum major equipment requirements are the following:</p> <table><tr><th><u>Equipment</u></th><th><u>Capacity</u></th><th><u>Number of Units</u></th></tr><tr><td>Service Vehicle/Truck</td><td>Carry a payload of minimum 1000kg.</td><td>1</td></tr><tr><td>Generator set with fuel</td><td>300-350 kw</td><td>1</td></tr><tr><td>Welding Machine</td><td>300 amp</td><td>2</td></tr><tr><td>Truck Mounted Crane</td><td>3.2 tonnes</td><td>1</td></tr></table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Service Vehicle/Truck	Carry a payload of minimum 1000kg.	1	Generator set with fuel	300-350 kw	1	Welding Machine	300 amp	2	Truck Mounted Crane	3.2 tonnes	1
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Welding Machine	300 amp	2														
Truck Mounted Crane	3.2 tonnes	1														
12	Value Engineering Clause															

	The Contractor shall participate in value engineering to identify cost-effective alternatives that maintain quality and functionality. Approved proposals must be reviewed by DFA to a fair share of the benefit, ensuring project objectives are met efficiently.
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> <ul style="list-style-type: none"> a. The amount of not less than One Million Two Hundred Thousand Pesos (PhP 1,200,000.00) only, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than Three Million Pesos (PhP 3,000,000.00) only if bid security is in Surety Bond.
16	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its Bid.
19.2	Partial bid is not allowed.
20	Licenses and permits relevant to the Project and the corresponding law requiring it.
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.</p> <p>Key Contract Documents and Project Scheduling Tools</p> <ul style="list-style-type: none"> 1. Projected project schedule and S-Curve; 2. Contractor's personnel schedule; 3. Construction methods; and 4. Safety and health program. <p>Submission of the required documents as stated in the Scope of Works</p>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments

according to a schedule specified in the SCC, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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	
2	<p>Duration: Three hundred sixty (360) calendar days from the issuance of the Certificate of Mobilization broken down as follows: (Exclusive of the time of the review of the DFA)</p> <p>I. Design Phase: Sixty (60) calendar days</p> <p>Schematic to detailed engineering and design phase, including presentation and approval</p> <p>A. Schematic Design plans B. Design Development Plans, Elevations and Sections. C. Construction Documents</p> <p>II. Construction Phase: Three hundred (300) calendar days</p> <p>All construction works stipulated in the Scope of Works as well as pre-construction and post construction works including necessary permits and clearances necessary for the project implementation and completion.</p>
3.1	The schedule for possession of the site will be established upon issuance of the Certificate of Mobilization. This certificate will specify the areas within the scope of work and potential staging areas for the project.
6	The site investigation reports are stated in the Scope of Works.
7.2	In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within fifteen [15] days of delivery of the Notice of Award.

11.2	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	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	<p>The date by which operating and maintenance manuals are required upon issuance of Certificate of Completion and Acceptance.</p> <p>The date by which "as built" drawings are required upon issuance of Certificate of Completion and Acceptance.</p>
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is based on the retention amount.

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.

**SCOPE OF WORKS FOR THE DESIGN AND BUILD: RENOVATION OF THE OFFICE OF
CONSULAR AFFAIRS - ASEANA BUILDING
ABC: PHP 60,000,000.00**

Item	Description
I.	<p>Background</p> <p>The Office of Consular Affairs of the Department of Foreign Affairs has been significantly impacted by water leakage from the roof and terrace during heavy rainfall. The areas most affected are the offices on the fourth floor, where operations and efficiency are being hindered. The computers and documents in these sections are consistently at risk of water damage.</p> <p>Moreover, OCA-ASEANA requires additional office space. To mitigate this ongoing issue, the terrace on the fourth floor shall be enclosed with roof and walls. Additionally, the damaged and hollow paver tiles need to be replaced.</p> <p>The office also faces maintenance challenges, including the difficulty of changing light bulbs in the high-ceilinged areas. To address this, a new lighting system needs to be designed, which would include the installation of a catwalk to facilitate easier access for bulb replacement. Other necessary works include the replacement of doors for the Comfort Rooms, Offices, and Exits.</p>
II.	<p>Objectives</p> <p>The Department aims to hire a reputable Design and Build Firm with design, project scheduling, and quantity surveying experience that will provide the design and renovation and major repair works of the DFA OCA-ASEANA Building.</p> <ul style="list-style-type: none"> ● The existing fourth floor of the building will be designed to fully extend the building envelope, covering the entire terrace. The proposed exterior will match the existing appearance and materials of the building, subject to Department approval. ● The existing roofing will be extended, including structural roof framing. The contractor will also design and implement sanitary and plumbing systems, particularly focusing on storm drainage to prevent leaks from the new roof and balconies, while ensuring ease of access for maintenance. ● Design and construct a catwalk in the high-ceiling area on the third floor, providing safe access for servicing the new ceiling and lighting fixtures. This will be accompanied by the replacement of existing lighting with new, energy-efficient fixtures, as well as the installation of a compatible new ceiling system to ensure improved visibility and energy efficiency. ● Exterior lighting will be designed to include monumental lights around the building perimeter. Interior lighting and power requirements for the extended fourth-floor area will also be included in the design plans. ● The project will entail the complete replacement of existing ground floor tiles, ensuring proper installation with no elevation changes. ● The contractor will supply and install a pre-fabricated guard house, complete with electrical, mechanical, sanitary, plumbing, fire protection, and auxiliary works. ● A comprehensive signage and wayfinding system will be implemented throughout the building to enhance navigation. ● Installation of an exterior glass curtain wall system will be conducted to ensure it complements the building's façade while providing watertightness, energy efficiency, and effective thermal and moisture protection.

	<ul style="list-style-type: none"> • The contractor will submit all necessary materials specifications for project approval.
III.	<p>The project shall have an Approved Budget of Contract (ABC) of Sixty Million Pesos Only (Php 60,000,000.00). The funding has been provided under the Building Fund FY 2024 Continuing Appropriations.</p>
IV	<p>General Description This project encompasses the design and renovation of the DFA OCA-ASEANA Building. The contractor will handle all design components and permitting requirements necessary for project completion and acceptance. The design and renovation will include the following key parameters:</p> <p>Project Components:</p> <ol style="list-style-type: none"> Detailed Architectural and Engineering Design including Signed and Sealed plans, Building Permits and Clearances for the completion of the project. Retiling Works: <ol style="list-style-type: none"> Supply and installation of new ground floor tiles (60 x 60 cm). Demolition and removal of existing tiles. Door Repairs: <ol style="list-style-type: none"> Repair of exit door accessories, including panic devices, hinges, and door closers. Replacement of toilet doors, complete with new door closers, hinges, and knobs. Ceiling Replacement: <ol style="list-style-type: none"> Replacement of interior and exterior ceilings (acoustic board and T-runner frame) from the ground floor to the fourth floor. Dismantling and disposal of existing ceilings from the ground to the fourth floor. Ceiling and Lighting Works: <ol style="list-style-type: none"> Construct a catwalk above the lobby area on the fourth floor to facilitate easy access for maintenance and servicing of the lighting system. Install a new ceiling system along with the lighting improvements, ensuring compatibility with the catwalk structure and that it meets all design and safety requirements. Roof Construction: <ol style="list-style-type: none"> Construction of a new roof for the balcony area using steel framing. Installation of #24 pre-painted roof panels with rock wool insulation or equivalent. and a 304 stainless steel gutter (gauge). 4th Floor Office Extension: <ol style="list-style-type: none"> Convert 4th Floor balcony to an additional office space complete with exterior and interior wall partitions, access doors, etc. Design, construct, and install an exterior glass curtain wall system or metal exterior wall cladding that complements the exterior facade of the building Replace floor and wall tiles suitable for indoor office space Install ceiling, lighting, and ventilation/airconditioning fixtures Install necessary power and plumbing fixtures

	<ul style="list-style-type: none"> f. Ensure the selected system complements the existing building façade and meets all standards for watertightness, energy efficiency, and thermal and moisture protection. g. All designs and materials for this installation are subject to approval by the Department of Foreign Affairs (DFA) prior to implementation. <p>8. Guard House and Signage:</p> <ul style="list-style-type: none"> a. Supply and installation of a pre-fabricated guard house at a designated location. b. Provision and installation of office signage and wayfinding systems throughout the building. c. Installation of new DFA Signage at building exterior <p>9. Exterior Works:</p> <ul style="list-style-type: none"> a. Replacement of damaged paved tiles in exterior areas. b. Refurbishment and cleaning of exterior cladding and glass curtain walls and canopies <p>10. Mechanical Works:</p> <ul style="list-style-type: none"> a. Supply and installation of toilet exhaust fans and ducts. <p>11. Fire Protection Works:</p> <ul style="list-style-type: none"> a. Supply and installation of fire hose cabinets and fire extinguishers. <p>12. Plumbing Works:</p> <ul style="list-style-type: none"> a. Relocation of Air Conditioning Drain Pipe b. New exterior storm drainage piping. <p>13. Electrical Works</p> <ul style="list-style-type: none"> a. Replace existing interior and exterior lighting fixtures with new, energy-efficient models throughout the project area to improve illumination and reduce energy consumption. b. Supply and installation of weatherproof solar-powered lighting fixtures for the perimeter and roof deck. c. Cleaning of distribution and sub-distribution panels and re-tightening of connections. d. Cable management for the exposed power layout 	
V.	General Scope of Work	Statement of Compliance
	<p>Location: DFA Aseana, Aseana Business Park, Bradco Avenue corner Diosdado Macapagal Boulevard, Barangay Tambo, Parañaque, 1714 Metro Manila</p> <p>Duration: Three hundred sixty (360) calendar days from the issuance of the Certificate of Mobilization broken down as follows: (Exclusive of the time of the review of the DFA)</p> <p>III. Design Phase: Sixty (60) calendar days</p>	

	<p>Schematic to detailed engineering and design phase, including presentation and approval</p> <ul style="list-style-type: none"> A. Schematic Design plans B. Design Development Plans, Elevations and Sections. C. Construction Documents <p>IV. Construction Phase: Three hundred (300) calendar days</p> <p>All construction works stipulated in the TOR as well as pre-construction and post construction works including necessary permits and clearances necessary for the project implementation and completion.</p> <p>Project Components:</p> <p>The project shall have the following components:</p> <ol style="list-style-type: none"> 1. Undertake the following plans and documents which includes but is not limited to: <ul style="list-style-type: none"> a. Detailed Architectural and Engineering Design (DAED); b. Detailed Cost Estimate (DCE); c. Detailed Unit Price Analysis (DUPA) per item subject to evaluation and acceptability of DFA; d. Technical Specifications (TS); e. Project Schedule; f. S-Curve; g. Minimum Performance Specifications and Standards (MPSS) h. Bill of Quantities (BOQ); and i. Program of Works (POW) 2. Prepare, secure and pay Building permits and clearances. 3. Construct and abide by the DAED prepared by the winning Bidder and approved by DFA and in compliance with the Minimum Performance Specifications and Parameters. 4. Ensure first-hand information on the existing building and all its components, construction data of existing building/s, as-built plans and other readily available data from the owner. Such will be used to define project design criteria and serve as basis for any changed conditions and establish project cost estimates. Should any of these data and other pertinent data be unavailable, the Contractor shall carry out the needed testing/investigation to complete the needed design data; 5. Held liable for the design defects and/or failure of the completed project within the warranty period specified in Section 62.2 of the revised IRR-A of RA 9184; 6. Coordinate with the different utility providers and/or concerned agencies with regards to the existing utility lines such as electrical lines, telephone line, water pipeline and all other utilities affected by the Project. The contractor shall be responsible for the retrieval and/or turnover of all salvageable materials; 7. Secure and pay necessary permits and clearances before the construction starts; 8. Provide DFA Monthly Statement Work Accomplished (SWA). 9. Conduct Project Documentation which includes but is not limited to: 	
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	<ul style="list-style-type: none"> a. Compilation of DAEDs, TSs, BOQs, and POWs b. Turnover of Project Documents to DFA <p>Scope of Works:</p> <p>The Contractor is required to perform the following scope of works:</p> <ul style="list-style-type: none"> 1. <u>Review of Existing Information</u> <ul style="list-style-type: none"> a. Review the basic design parameters and detailed scope of works. The contractor shall ensure that it has firsthand information on the existing condition of the building, construction data of existing buildings, and other documents that are readily available from the DFA. Such will be used to define project design criteria and serve as the basis for any changed conditions and establish project cost estimates. Should any of these data and other pertinent data be unavailable, the Contractor shall carry out the needed testing/investigation to complete the needed design data. 2. <u>Field Survey and Site Inspection</u> <ul style="list-style-type: none"> a. The contractor shall conduct the appropriate site survey and investigation of the proposed project. b. The Contractor shall be responsible for the restoration of all affected areas during construction. 3. <u>Design Phase</u> <ul style="list-style-type: none"> a. Architecture and Engineering (A&E) <ul style="list-style-type: none"> i. Schematic Design Plans ii. Design Development Plans, Elevations and Sections. iii. Construction Documents <ul style="list-style-type: none"> 1. Detailed Architectural and Engineering Design (DAED); 2. Structural analysis including preliminary test if necessary; 3. Detailed Cost Estimate (DCE); 4. Detailed Unit Price Analysis (DUPA) per item subject to evaluation and acceptability of DFA; 5. Technical Specifications (TS); 6. Bill of Quantities (BOQ); and 7. Program of Works (POW) 4. <u>The Contractor shall perform the following activities but is not limited to the following:</u> <ul style="list-style-type: none"> a. General requirements <ul style="list-style-type: none"> i. Permit to Construct ii. Construction Drawings signed and sealed iii. Pay Professional fees for building permit requirements iv. Secure and pay Permits (Building Permit, Electrical Permit, Sanitary Permit, Mechanical Permit, Zoning Permit, Fire Safety Permit, etc.) v. Project Billboard. b. Temporary Facilities and Facilities for the Engineer. c. Mobilization/Demobilization 	
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	<ul style="list-style-type: none"> <ul style="list-style-type: none"> i. The Contractor shall mobilize and bring out into work, all personnel, plant and equipment, in accordance with his approved construction program, equipment moving and utilization schedule and manpower schedule, from its regular business to the site to undertake the contract. ii. Mobilization shall include the obtaining and transporting to jobsite of equipment, materials, tools, personnel, constructional plant and all necessary items for the execution and completion of the work and shall also include the setting up and verification of all equipment and instruments until it is rendered operable. iii. Demobilization shall include dismantlement and removal from the site of the Contractor's materials and equipment and all temporary facilities. It shall also include a clean-up of the site after completion of the contract as well as transportation from the site of the contractor's personnel. b. Site Clearing and Proper waste disposal <ul style="list-style-type: none"> i. General site clearing operations include the hauling and removal of all demolished materials and objectionable matter, protection of existing structures/facilities left functional and clearing to allow for new construction. c. The Contractor obliged to provide barricades, coverings, or other types of protection necessary to prevent damage to existing structures and facilities. Likewise, he is to dispose of materials, trash and debris in a safe and acceptable manner in accordance with applicable laws and ordinances. Burying and burning of trash and debris at the site will not be permitted. Trash and debris shall be removed from the site at regular intervals to prevent accumulating and ultimately delaying the course of the work. d. Structural Works e. Architectural Works f. Sanitary/ Plumbing Works g. Electrical Works h. Electrical Auxiliaries Works i. Architectural Interior Design Works j. Engineered Mechanical Building Utilities and Ventilation System. k. Wayfinding and Room signages system l. Conduct rigorous leak testing across roofing, drainage, plumbing, and glass installations to assure quality. m. Quality Assurance: Mock-ups that represent building components shall be constructed and provided by the Contractor and approved by the End User prior to starting all other works. Once mockup is accepted, the work can be considered part of the construction work. n. Completion and Post-Construction: <ul style="list-style-type: none"> i. Provide comprehensive as-built plans and detailed warranties upon project completion. ii. Compiled monthly SWA. 	
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	<p>iii. Ensure a clear, organized transition from construction to occupancy, with all elements in place for continued satisfaction and support.</p>	
	<p>Minimum Range and Specifications</p> <ol style="list-style-type: none"> 1. Retiling works: <ol style="list-style-type: none"> a. Material: 60cm x 60 cm Ceramic Floor tiles b. Total floor area in square meters: <ol style="list-style-type: none"> i. Ground Floor (Interior): 1,587 sq.m. 2. Door Repairs: <ol style="list-style-type: none"> a. 15 units of steel exit doors to be repaired b. 12 units of toilet doors to be replaced. 3. Ceiling Replacement: <ol style="list-style-type: none"> a. Total ceiling area in square meters: <ol style="list-style-type: none"> i. Ground Floor (Interior): 1,587 sq.m. ii. Second Floor: 1,678 sq.m. iii. Third Floor: 1,678 sq.m. iv. Fourth Floor: 1,552 sq.m. 4. Balcony at Fourth Floor to be Enclosed: <ol style="list-style-type: none"> a. Total floor area: 350 sq.m. 5. Catwalk Construction: <ol style="list-style-type: none"> a. Total area to be provided with Catwalk system and ceiling renovation including lighting fixtures: 250 sq.m. 6. Roof Construction: <ol style="list-style-type: none"> a. Total area covered for the demolition and installation of a new roofing system including fabrication and installation of structural members, new trusses: 1,688 sq.m. 7. Exterior walls: <ol style="list-style-type: none"> a. Approximate Total area of exterior walls including glass curtain wall, Aluminum Composite Panels (ACP), and concrete with paint finish: 2,100 sq.m. b. Total area of canopies: 260 sq.m. 8. Pre-fabricated guard house: <ol style="list-style-type: none"> a. Minimum dimension requirement of the guard house is 1.5m(W) x 2.5m(L) x 2m (H). b. Must be elevated from the existing floor approximately 30 cm from the floor elevation semi fixated to existing flooring. 9. Supply and installation of emergency escape signs, office and wayfinding signages: <ol style="list-style-type: none"> a. Layout and design to be provided by DFA based on the Design Guidelines b. Quantity of office signages: <ol style="list-style-type: none"> i. Vinyl Cut-out Glass Sticker (Area Names): 10 pcs. <ol style="list-style-type: none"> 1. Text height: 250mm ii. Print on Acrylic Signage (Office Names): 50 pcs. <ol style="list-style-type: none"> 1. Dimensions: 250mm x 400mm iii. Emergency Escape Signages: 50 pcs. <ol style="list-style-type: none"> 1. Dimensions: A3 Size. iv. Floor Maps and Directory Freestanding Signages: 10 pcs. <ol style="list-style-type: none"> 1. Dimensions: 80mm(w) x 1600mm (h) v. Energy-Saving or Safety Reminders: 50 pcs. 	

	<p>1. Dimensions: 120mm x 250mm</p> <p>10. Mechanical Works</p> <p>a. Supply and Installation of Toilet Exhaust Fans:</p> <ul style="list-style-type: none"> • 12 units of 390 CFM Ceiling Mounted Exhaust Fan with complete accessories. • 2 Units of 240 CFM Ceiling Mounted Exhaust Fan with complete accessories. • 2 Units of 120 CFM Ceiling Mounted Exhaust Fan with complete accessories. <p>11. Fire Protection Works</p> <p>a. Replacement of five (5) Sets Fire Hose Cabinet.</p> <p>12. Plumbing Works</p> <p>a. Supply and installation of air conditioning drain pipe.</p> <p>b. New storm drainage piping system.</p> <p>Note: These specifications are subject to change during the design phase; however, the total costs must not exceed the agreed awarded amounts.</p>	
VI.	<p>Contractor Qualifications</p> <p>The Contractor shall comply with the following minimum requirements:</p> <ol style="list-style-type: none"> 1. Experience in Design and Build/ Renovation for at least ten (10) years; 2. Philippine Government Electronic Procurement System (PhilGEPS) Platinum Member; 3. Previous design and build/renovation experience of Government Building Projects; 4. PCAB License - General Building (GB-1) Size Range Medium A, License Category B ; and 5. The contractor is subject to NICA clearance under Post-qualification. 	
VII.	<p>General Code and Standards</p> <p>The design and specifications shall conform to, but not limited to the following standards set by the:</p> <ol style="list-style-type: none"> A. National Building Code of the Philippines; B. National Structural Code of the Philippines; C. Philippine Electrical Code; D. National Plumbing Code of the Philippines; E. Comprehensive Fire Code of the Philippines; F. Occupational Safety and Health Standards; G. Accessibility Law (BP 344); H. Bureau of Product Standards (BPS); I. Philippine National Standards (PNS); J. DPWH Blue Book; K. American Concrete Institute (ACI); L. American Society for Testing Materials (ASTM); M. American Welding Society (AWS); and N. Applicable Local Regulations and Ordinances. 	

	In cases where there are conflicts in the provisions of the above stated Laws, Codes and Standards, the most stringent provision shall apply.	
VIII.	<p>Key Personnel Qualifications</p> <p>The Contractor shall provide the following key personnel for the duration of the contract:</p> <p>l. One (1) Project Manager (PM):</p> <ul style="list-style-type: none"> • Must be a licensed Architect or Engineer by the Professional Regulation Commission (PRC) or its equivalent for at least ten (10) years. • at least ten (10) years of relevant experience in projects involving building renovation and restoration works. The project manager should have a proven record of managerial capability through the directing/managing of major civil engineering works, including projects of a similar magnitude. <p>m. One (1) Structural Design Engineer:</p> <ul style="list-style-type: none"> • Must be a licensed Civil Engineer by the Professional Regulation Commission (PRC) for at least five (5) years. • Must be a regular member of the Association of Structural Engineers of the Philippines (ASEP) • At least five (5) years of experience in projects involving building renovation and restoration works. <p>n. One (1) Registered and Licensed Architect:</p> <ul style="list-style-type: none"> • Must be a licensed Architect 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 in similar and comparable projects <p>o. One (1) Professional Mechanical Engineer:</p> <ul style="list-style-type: none"> • Must be a licensed Professional Mechanical Engineer by the Professional Regulation Commission (PRC) for at least five (5) years. • At least five (5) years of experience in the mechanical design of office buildings and/ or other large-scale facilities such as factories and plants <p>p. One (1) Professional Electrical Engineer:</p> <ul style="list-style-type: none"> • Must be a licensed Professional Electrical Engineer by the Professional Regulation Commission (PRC) for at least five (5) years. • At least five (5) years' experience in similar and comparable projects and shall preferably be knowledgeable in electrical upgrading/renovation works. <p>q. One (1) Sanitary Engineer/Master Plumber</p> <ul style="list-style-type: none"> • Must be a licensed master plumber by the Professional Regulation Commission (PRC) for at least five (5) years. • At least five (5) years experience in the similar and comparable projects and shall preferably be knowledgeable in sanitary upgrading/renovation works. 	

	<p>r. One (1) Document Controller Specialist/ Project Coordinator</p> <ul style="list-style-type: none"> With at least three (3) years of experience in project coordination, architecture or planning. <p>s. One (1) Quantity Surveyor</p> <ul style="list-style-type: none"> Must be a licensed professional (e.g., Licensed Quantity Surveyor or Civil Engineer) with at least five (5) years of relevant experience. Proficient in cost estimation, quantity take-offs, and using standard quantity surveying software. <p>t. One (1) CAD Operator</p> <ul style="list-style-type: none"> Must be a licensed architect or civil engineer registered with the PRC with at least five (5) years of experience in CAD drafting. Proficient in creating detailed technical drawings, survey plans, and topographic maps using industry-standard CAD software. <p>u. One (1) Foreman</p> <ul style="list-style-type: none"> The foreman must have at least five (5) years' experience in bridge construction projects of other similar and comparable projects and shall be preferably knowledgeable in general engineering and architectural works. <p>v. One (1) Safety Officer</p> <ul style="list-style-type: none"> The safety officer must be an accredited safety practitioner by the department of labor and employment (DOLE) and must have undergone the prescribed forty (40) hour construction safety and health training (COSH). <p>Construction Safety and Health Program</p> <p>Every construction project shall have a suitable Construction Safety and Health Program, which must be in accordance with the rules, and other orders and issues issued by the DOLE, the Construction-in-Charge, or a responsible officer, shall be responsible for the compliance of the Program.</p> <p>Prospective bidders shall attach each individual's resumé, PRC license of the professional staff, certificates of training and other pertinent documents proving the said professional's expertise.</p>	
IX	<p>List of Deliverables</p> <p>The following submissions and completed documents must be prepared and submitted by the Design-and-Build contractor for the project. Each document should be provided in electronic format, both as editable files and in PDF format. Additionally, one hard copy of each document must be submitted in accordance with the requirements set forth by the City Building Official or as requested by DFA through writing.</p>	

	<ol style="list-style-type: none"> 1. For the Design Phase <ol style="list-style-type: none"> a. Schematic/ Conceptual Design plans b. Design Development Plans, Elevations and Sections c. Construction Documents <ol style="list-style-type: none"> i. Detailed Architectural and Engineering plans ii. Technical specifications iii. Detailed cost estimate iv. Detailed unit price analysis v. Bill of quantities d. Other documents to be requested by DFA. 2. For the Construction Phase (Monthly Submission or as requested by DFA) <ol style="list-style-type: none"> a. As-built plans; b. Shop drawings, if applicable; c. Construction timeline/ Project Schedule; d. Material Test results; e. Guarantees, warranties and other certificates; f. Monthly Statement of Work Accomplish (SWA); and g. Other documents to be requested by DFA. 	
X.	<p>Ownership and Confidentiality of Data</p> <p>The Contractor shall ensure that all data and information obtained during 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 Department prior to the commencement of the services, including the period thereafter.</p>	
XI.	<p>Intellectual Property Rights</p> <p>The Contractor shall ensure all intellectual rights over the project's outcome, such as but not limited to, designs and its components shall belong to the DFA.</p>	
XII.	<p>Project Duration</p> <p>The Contract will be implemented upon the issuance of the Certificate of Mobilization. The duration for this contract shall be three hundred sixty (360) calendar days from the issuance of the Certificate of Mobilization, subject to the terms stated in Article V.</p>	
XII.	<p>Warranty</p> <p>The contractor shall provide warranty security against defects in workmanship for a period of one (1) year starting from project completion up to final acceptance.</p>	
XIII.	<p>Contractor's Obligations</p> <ol style="list-style-type: none"> 1. Drawings and Building Permits 	

	<p>The Contractor is responsible for preparing complete and accurate drawings and plans necessary for obtaining building permits. These documents must conform to all applicable codes and regulations. Any revisions to the drawings, if required, should be made promptly, with updated plans submitted to the relevant authorities and shared with the DFA for review</p> <p>2. Reliability of Services: The Contractor assures that its personnel are hardworking, qualified, and committed to delivering services that meet the Department of Foreign Affairs (DFA) standards. All employees will display identification prominently while on-site and maintain professional conduct. The Contractor shall not install or construct any project features that deviate from the approved plans and specifications, including quantities. Any construction work not detailed in the approved plans will be excluded, and it is the Contractor's responsibility to adhere to the submitted project cost without exceeding the budget.</p> <p>3. Legal Compliance: The Contractor shall comply with all laws governing employee compensation, including PhilHealth, Social Security, and other applicable labor standards. All personnel shall be compensated at or above the minimum wage and receive mandated benefits.</p> <p>4. Licenses and Permits: The Contractor shall secure and maintain all necessary registrations, licenses, or permits required by local/national government/regulatory units and private entities; . The Contractor commits to complying with the regulations and directives of relevant authorities and to paying all associated fees and charges.</p> <p>5. Safety Precautions: The Contractor's personnel shall take all necessary precautions to ensure the safety of all persons and properties in and around their work area, adhering to all established safety regulations and practices.</p> <p>6. Coordination with Engineers: The Contractor shall coordinate with the authorized DFA representatives in performing their duties.</p> <p>7. Quality Assurance: The Contractor shall establish a comprehensive quality control plan to ensure that materials and workmanship meet required standards through routine inspections. The Contractor shall create mock-ups of critical components for approval before full installation and maintain all inspection records for compliance verification. Immediate corrective actions shall be taken by the Contractor for any identified defects at no cost to the Department.</p> <p>8. Risk Management: The Contractor shall conduct a thorough risk assessment during the planning phase to identify potential impacts on timelines and costs. The Contractor shall develop mitigation strategies, such as contingency plans and safety training, and continuously monitor risks while facilitating open communication among stakeholders to ensure timely adjustments.</p> <p>9. Weekly Progress Report and Monthly Statement Work Accomplished (SWA):</p>	
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	<p>The Contractor shall deliver weekly progress reports in a standardized format summarizing completed milestones, planned activities, and any encountered issues. Clear progress metrics shall be defined by the Contractor for effective evaluation. These reports will be distributed to DFA for review and discussion, with a designated team member responsible for consistent report preparation. Furthermore, significant changes will be documented by the Contractor to ensure transparency throughout the project. Additionally, the Contractor shall submit a monthly Statement of Work Accomplished, with the format provided upon award.</p> <p>10. Liability for Loss or Damage: The Contractor shall be liable for any loss, damage, or injury resulting from the fault or negligence of its personnel. The Contractor assumes full responsibility, and the DFA shall be released from any liability arising from such incidents.</p> <p>11. Subcontracting: The Contractor shall not assign, transfer, or pledge any part of its interests without prior written consent. Subcontracting is permitted, provided the Contractor remains fully responsible for ensuring compliance with all terms outlined in these Terms of Reference by its subcontractors.</p> <p>12. Installation and Workmanship: Any errors, omissions, inconsistencies, or inadequacies identified in submissions from the Contractor that do not meet requirements must be rectified and resubmitted at the Contractor's expense. Should the Contractor wish to modify any previously submitted, reviewed, and approved design or document, they must notify the procuring entity in a timely manner and bear the cost of such changes.</p> <p>13. 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 byMw submission of its Bid Offer (see ANNEX A. BID OFFER FORM) 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 necessary risks, contingencies and other circumstances which may influence or affect the Bid Offer.</p>	
XIV.	<p>Terms of Payment</p> <p>1. The Consultant shall be compensated based on milestones and/or deliverables outlined in the table below, subject to the approval of the</p>	

End-User. The End-User will provide certification of acceptance for each pay item as a prerequisite for payment approval.	
Pay Item	Amount
Submission of Inception Report	2%
Submission of the updated TS, DUPA, POW, BOQ, Drawings and S-Curve, Project Cost Schedule and Project Schedule	5%
Submission of signed and sealed drawings in accordance to the requirement of City Building Official of Paranaque Local Government Unit.	5%
Submission of Building Permits and clearances required for Mobilization.	3%
Monthly Progress Billing. Submission of necessary documents for billing including but not limited to Monthly Statement Work Accomplished.	75%
Retention for Civil Liability, Punch List, Close Out, and Periodic Project Supervision	10%
<p>2. The Contractor shall be paid within thirty (30) working days upon the submission of the sales invoice and complete supporting documents through the List of Due and Demandable Accounts Payable (LDDAP).</p> <p>3. All payments shall be inclusive of all applicable taxes and other lawful charges.</p>	

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 the 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 VII. Drawings

Upon request due to security reasons.

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

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

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

Daywork Schedule

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

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

Provisional Sums

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

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

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

Signature Box

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

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

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- ☐ (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; and
- ☐ (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; and
- ☐ (d) Special PCAB License in case of Joint Ventures and registration for the type and cost of the contract to be bid; and
- ☐ (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or original copy of Notarized Bid Securing Declaration; and
- ☐ (f) Project Requirements, which shall include the following:
 - ☐ a. Organizational chart for the contract to be bid;
 - ☐ b. List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - ☐ c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; and
- ☐ (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.

Financial Documents

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

Class "B" Documents

- ☐ (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

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

Other documentary requirements under RA No. 9184

- ☐ (k) Original of duly signed Bid Prices in the Bill of Quantities; and
- ☐ (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
- ☐ (m) Cash Flow by Quarter.

