



OFFICIAL BIDDING DOCUMENTS

NOTE: This Official Bidding Documents (OBD) is compliant with the Philippine Bidding Documents (Infrastructure), 1ST Edition (May 2025) prepared by GPPB.

Some changes have been made to suit the requirements of the

development academy of the philippines

as the Procuring Entity

for

**One Lot Lump Sum Contract for the Completion of
Unfinished Works for the Construction of the
Fourteen-Storey New Training Building, Site
Development and various Site Improvements,
including supply and installation of Design Fit-Outs,
Furnishings, and Fixtures (DFOFF) at the DAP
Conference Center in Tagaytay City–2nd Bidding**

with an

Approved Budget for the Contract (ABC)

of

ABC = ₱1,740,000,000.00

Invitation to Bid No.: IB25-414804-01A

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P.O. Box 12788, Ortigas Center, Pasig City 1600

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Glossary of Acronyms, Terms, and Abbreviations

- 01) ABC – Approved Budget for the Contract
- 02) ADR – Alternative Dispute Resolution
- 03) ARCC – Allowable Range of Contract Cost
- 04) BAC – Bids and Awards Committee
- 05) BIR – Bureau of Internal Revenue
- 06) BSP – Bangko Sentral ng Pilipinas
- 07) CDA – Cooperative Development Authority
- 08) COS – Contract of Service
- 09) CPI – Consumer Price Index
- 10) DOLE – Department of Labor and Employment
- 11) DTI – Department of Trade and Industry
- 12) GCC – General Conditions of Contract
- 13) GFI – Government Financial Institution
- 14) GOCC – Government-Owned and/or –Controlled Corporation.
- 15) GoP – Government of the Philippines
- 16) GPPB – Government Procurement Policy Board
- 17) HoPE – Head of Procuring Entity
- 18) JO – Job Order
- 19) IRR – Implementing Rules and Regulations
- 20) ITB – Instructions to Bidders
- 21) LCB- Lowest Calculated Bid
- 22) LCRB – Lowest Calculated Responsive Bid
- 23) LGUs – Local Government Units
- 24) LoC – Line of Credit
- 25) MAB – Most Advantageous Bid

- 26) MARB – Most Advantageous Responsive Bid
- 27) MEARB – Most Economically Advantageous Responsive Bid
- 28) MYCA – Multi-Year Contracting Authority
- 29) NFCC – Net Financial Contracting Capacity
- 30) NGA – National Government Agency
- 31) PCAB – Philippine Contractors Accreditation Board
- 32) PhilGEPS - Philippine Government Electronic Procurement System
- 33) PSA – Philippine Statistics Authority
- 34) RA No. – Republic Act Number
- 35) SARB – Single Advantageous and Responsive Bid
- 36) SCC - Special Conditions of Contract
- 37) SCRB – Single Calculated and Responsive Bid
- 38) SEARB – Single Economically Advantageous Responsive Bid
- 39) SEC – Securities and Exchange Commission
- 40) SLCC – Single Largest Completed Contract
- 41) SRRB – Single Rated and Responsive Bid
- 42) UN – United Nations

Nothing Follows

Definition of Terms

- 01) Bid – a signed offer, proposal, or quotation submitted by a supplier, manufacturer, distributor, contractor, consultant, or service provider in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR of RA No. 12009, Section 5[c]).
- 02) Bidder – a supplier, manufacturer, distributor, contractor, consultant, and service provider, whether public or private, who submits a Bid in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR of RA No. 12009, Section 5[d]).
- 03) Bidding Documents – the documents issued by the Procuring Entity as the basis for Bids, furnishing all information necessary to prospective bidder to prepare a Bid for the Goods, Infrastructure Projects, and Consulting Services required by the Procuring Entity. (IRR of RA No. 12009, Section 5[e]).
- 04) Bill of Quantities – a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.
- 05) Consulting Services – services for Infrastructure Projects and other types of projects or activities of the government requiring adequate external technical and professional expertise that are beyond the capability or capacity of the government 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. (IRR of RA No. 12009, Section 5[i]).
- 06) Contract – the agreement entered into between the Procuring Entity and the Contractor to execute, complete, and maintain the Works and as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 07) Contract Price – the price stated in the Notice of Award and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract.
- 08) Contract Time Extension (CTE) – the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.
- 09) Contractor – 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.
- 10) Days – refers to calendar days; months to calendar months.
- 11) Dayworks – varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- 12) Defect – any part of the Works not completed in accordance with the Contract.
- 13) Defects Liability Certificate – the certificate issued by the Procuring Entity upon correction of defects by the Contractor.

- 14) Defects Liability Period – the one (1) year period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at its own expense.
- 15) Drawings – graphical presentations of the Works. They include all supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.
- 16) Effective Date of the Contract – the date indicated in the contract. However, the Contractor shall commence performance of its obligations only upon receipt of the Notice to Proceed.
- 17) Foreign-funded Procurement or Foreign-Assisted Project – refers to the acquisition of Goods, Consulting Services, and the contracting for Infrastructure Projects by the Government of the Philippines which are wholly or partly funded by foreign loans or grants pursuant to a Treaty or International or Executive Agreement.
- 18) Funding Source – Organization named in the SCC.
- 19) Goods – refer to (i) all items, supplies, and materials, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity; or (ii) general support services which pertain to all types of services except Consulting Services and Infrastructure Projects, such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services. Personnel Services or individual COS or JO engagements do not fall under this definition; (IRR of RA No. 12009, Section 5[n]).
- 20) 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;” (IRR of RA No. 12009, Section 5[r]).
- 21) Lot – refers to one or more infrastructure projects that are grouped or bundled together based on factors, such as scope, location, or other relevant parameters, as determined by the End-User or Implementing Unit of the Procuring Entity. Each lot is distinct within the project and may be awarded as a separate contract.
- 22) MARB – refers to the award criteria in the procurement of Infrastructure where the considerations for the award of contract are the eligibility of the bidder, the responsiveness of its bid to the technical requirements, and the most advantageous bid in reference to the highest rated offer based on the quality component of the bid.
- 23) Materials – refer to all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 24) MEARB – refers to the award criteria in the procurement of Infrastructure where the considerations for the award of contract are the eligibility of the bidder, the responsiveness of its bid to the technical requirements, and the determination of the most economically advantageous bid in reference to the quality-price ratio allocated to the technical and financial components of the bid.

- 25) Notice to Proceed – refers to a written notice issued by the Procuring Entity to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.
- 26) Online submission – pertains to the submission of the bid for Infrastructure Projects and the bid envelopes containing the technical and financial components of the bid through electronic means or through the electronic bidding facility of the PhilGEPS, once available.
- 27) Permanent Works – refer to all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity, and which shall remain at the Site after the removal of all Temporary Works.
- 28) Plant – refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 29) Procuring Entity – the organization acquiring the Infrastructure Project, as named in the SCC.
- 30) Project – refers to a specific or identified procurement covering Goods, Infrastructure Projects 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.
- 31) Program of Work – refers to the big-picture plan and comprehensive schedule that details construction-related tasks to ensure the timely and efficient delivery of the project.
- 32) Site Investigation Reports – refers to those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 33) Slippage – refers to a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.
- 34) Simple Infrastructure Projects – refers to construction, improvement, rehabilitation, demolition, repair, restoration, or maintenance of structures, technical facilities and systems with an Approved Budget for the Contract (ABC) not exceeding Ten Million Pesos (PhP 10,000,000.00) built at the community level for the sustenance of lives and livelihoods of the population living in a community and built according to the needs and aspirations of the community population.
- 35) Verified Report – the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

Nothing Follows

Section I. Invitation to Bid



development academy of the philippines

BIDS AND AWARDS COMMITTEE (SO NO. 2025-118)



INVITATION TO BID

01. The Development Academy of the Philippines (DAP), intends to apply the sum of **One Billion Seven Hundred Forty Million Pesos (₱1,740,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for: **“One Lot Lump Sum Contract for the Completion of Unfinished Works for the Construction of the Fourteen-Storey New Training Building, Site Development and various Site Improvements, including supply and installation of Design Fit-Outs, Furnishings, and Fixtures (DFOFF) at the DAP Conference Center in Tagaytay City–2nd Bidding”** per Invitation to Bid No. **IB25-414804-01A**. (herein referred as **“Works”**). Bids received in excess of the ABC shall be automatically rejected at bid opening.
02. The DAP now invites bids for the **Completion of Unfinished Works for the Construction of the Fourteen-Storey New Training Building, Site Development and various Site Improvements, including supply and installation of DFOFF at the DAP Conference Center in Tagaytay City–2nd Bidding**. Completion of Works is required within thirty-six (36) calendar months. Bidders should have completed, within the last ten (10) years from the date of submission and receipt of bids, 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 (ITB).
03. Bidding will be conducted through competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the IRR, otherwise known as the “New Government Procurement Act (NGPA)”.
- Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.
04. Interested bidders may obtain further information from DAP and inspect the Bidding Documents at the address given below from Monday to Friday, 9:00AM to 4:30PM.
05. A complete set of Official Bidding Documents (OBD) including electronic-copy of the Project’s Construction Plans, Technical Specifications, and prescribed Forms may be acquired by interested bidders on 15 December (Monday) to 15 January 2026 (Thursday) from 9:00AM to 4:30PM at the address and website/s below, upon payment of the applicable fee, pursuant to the latest Guidelines issued by the GPPB, in the amount as follows:

<i>Bidders who bought the OBD in the previous failed bidding</i>	Free of charge
<i>New Bidder/s for the Project</i>	₱75,000.00

The OBD may also be downloaded free-of-charge from the websites of the Philippine Government Electronic Procurement System (PhilGEPS) and of the DAP. Provided that those bidders interested to participate in the procurement shall pay the applicable fee for the OBD on or before the date and time of the submission of bids set by the DAP.

06. Interested bidders can make their payments through the DAP Account as stated below in Cash, Check, or Online transfer:

❖ <i>Account Name:</i>	Development Academy of the Philippines
❖ <i>Account Number:</i>	0671-0105-40
❖ <i>Bank:</i>	Landbank of the Philippines
❖ <i>Branch of Account:</i>	Pasig Capitol Branch

Or, at DAP Cash Treasury located at Floor 3A/F, DAP Building, San Miguel Avenue, Ortigas Center, Pasig City. A scanned copy of proof of payment or proof of deposit duly certified/noted by the Bank must be emailed to the DAP's Finance Department at: cashtreasury@dap.edu.ph for the issuance of Service Invoice (SI). *Payment duly acknowledged by DAP Treasury Division shall be a pre-requisite to participate in the bidding.*

07. The DAP will hold a Pre-Bid Conference on 19 December 2025 (Friday) at 10:00 AM at the DAP Head Office in Pasig City, which shall be open to all interested Bidders upon submission of a Letter of Intent (LOI) to participate through the BAC Secretariat. The LOI shall be coursed through the email of the BAC Secretariat at dapbacsec@dap.edu.ph.
08. Site visit will be done on 16 December 2025 (Tuesday) to 18 December 2025 (Thursday), and on 05 January 2026 (Monday) to 14 January 2026 (Wednesday), 10:00 AM to 12:00 PM / 2:00 PM to 4:00 PM, and must be coordinated well in advance with the BAC Secretariat. Prospective bidders are encouraged to bring their technical personnel during the site visit, and only a maximum of three (3) representatives per bidder.
09. Bids must be duly received by the Bids and Awards Committee (BAC) Secretariat through manual submission at the office address as indicated below, on or before 15 January 2026 (Thursday) and not later than 10:00AM. Late bids shall not be accepted.
10. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 16.
11. Bid opening shall be on 15 January 2026 (Thursday) at 10:00AM at the Floor 6B, O.D Corpuz Hall 1 and 2 at DAP Building, San Miguel Ave., Ortigas Center, Pasig City. Bid Documents will be opened in public and in the presence of the Bidders and/or their authorized representatives who choose to attend the activity.
12. **The DAP reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 70 of R.A. No. 12009, without thereby incurring any liability to the affected bidder or bidders.**

13. For further information, please refer to:

RODEL D. CASTILLO

Officer-in-Charge, BAC Secretariat Division

Development Academy of the Philippines

GF, DAP Bldg., San Miguel Avenue, Pasig City 1600

Telephone : (632) 8631-0921 loc. 133

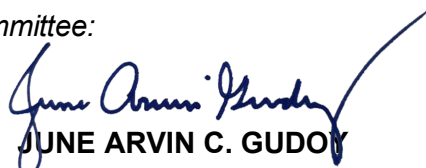
BAC Secretariat email : dapbacsec@dap.edu.ph

Website address : <https://www.dap.edu.ph>

14. You may visit the website <https://www.dap.edu.ph/invitation-to-bid/> for downloading of the OBD.

Issued this 12th day of December 2025.

For the DAP Bids and Awards Committee:



JUNE ARVIN C. GUDOY

Chairperson, Bids & Awards Committee 1

Nothing Follows

Section II. Instructions to Bidders

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A. General

1) Scope of Bid

- 1.1 The Procuring Entity named in the **BDS**, invites Bids for the [insert Procurement Project], with Project Identification Number [indicate number].

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

- 1.2 The winning Bidder will be expected to complete the Works by the intended completion date specified in **SCC** Clause 1.1.

2) Source of Funds

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

3) Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

- 3.1 Unless otherwise specified in the **BDS**, the Procuring Entity, as well as Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:

- a) defines, for purposes of this provision, the following terms under existing laws, rules, and regulations:
 - i) "corrupt practice" means an act by which officials in the public or private sectors improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA No. 3019.
 - ii) "fraudulent practice" means a misrepresentation of facts for purposes of influencing a procurement process or the execution of a contract to the detriment of the Procuring Entity, which includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

- iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- v) “obstructive practice” is
 - a) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution relative to allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent the latter from disclosing its knowledge of matters relevant to the administrative proceedings or from pursuing such proceedings or investigation; or
 - b) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- b) Undertakes to reject a proposal for award upon *prima facie* determination that the Bidder recommended for award has engaged in any of the prohibited practices mentioned in this Clause for purposes of competing for the contract.

3.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 4.

3.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Bidder or Contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 36.

4) **Conflict of Interest**

- 4.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:
- a) A Bidder has controlling shareholders or beneficial owners in common with another Bidder;
 - b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

- c) A bidder has the same legally authorized representative as that of another Bidder for purposes of this Bid;
 - d) A bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This may include a firm or an organization that lends, or temporarily seconds, its personnel to firms or organizations that are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
 - e) A bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or
 - f) A bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2 All Bidding Documents shall be accompanied by an Omnibus Sworn Statement of the Bidder that it is not related, by consanguinity or affinity up to the third civil degree, to the HoPE, Procurement Agent (if engaged), the head of the Project Management Office (PMO), the End-User or Implementing Unit or any members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and BAC Secretariat.¹
- 4.3 The Bidder shall also disclose the ultimate beneficial ownership of the entity it represents. Failure to comply shall be a ground for the automatic disqualification of the bid in consonance with Section 59 of the IRR. For this reason, relationship to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the Bidder from participating in the procurement of contracts of the Procuring Entity notwithstanding the act of such persons inhibiting themselves from the procurement process. This Clause shall apply to the following persons and affiliates:
- a) In the case of individuals or sole proprietorships, to the Bidders and their spouses;
 - b) In the case of partnerships, to the partnership itself and its partners;
 - c) In the case of cooperatives, to the cooperative itself and members of the board of directors, general manager or chief executive officer;
 - d) In the case of a partnership, joint venture, or consortium, to the entity itself, its members or partners, as well as any person or entity that is a member of a blacklisted partnership, joint venture, or consortium; and

¹ Section 81.1 of the IRR.

- e) In the case of corporations, a single stockholder, together with their relatives up to the third civil degree of consanguinity or affinity, and their assignees, holding at least twenty percent (20%) of the shares therein, its chairperson and president, shall be blacklisted after they have been determined to hold the same controlling interest in a previously blacklisted corporation or in two corporations that have been blacklisted; the corporations of which they are part shall also be blacklisted.

5) Eligible Bidders

5.1 Only Bids found to be legally, technically, and financially eligible will be evaluated. For procurement of Infrastructure Projects, the following persons shall be eligible to participate in this bidding:

- a) Duly licensed Filipino citizens or sole proprietorships;
- b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- d) Cooperatives duly organized under the laws of the Philippines; and
- e) Persons or entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons or entities that intend to be jointly and severally responsible or liable for a particular contract; Provided, however, that in accordance with relevant laws, rules, and regulations, Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%); Provided, further, that joint ventures in which Filipino ownership or interest is less than sixty percent (60%) may be eligible where the structures to be built require the application of techniques or technologies which are not adequately possessed by a person or entity meeting the sixty percent (60%) Filipino ownership requirement; Provided, furthermore, that in the latter case, Filipino ownership or interest shall not be less than twenty-five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the member of the joint venture as specified in their Joint Venture Agreement (JVA); Provided, finally, that the primary purpose of each member of the joint venture must be similar or related to the requirement of the project to be bid out.

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

5.3 In accordance with RA No. 4566 or the "Contractors' License Law" as amended by RA No. 11711 or "An Act Further Amending Republic Act No. 4566", the persons or entities enumerated in Section 52 of the IRR may participate in the procurement of Infrastructure Projects if it has been issued a license by the Philippine Contractors Accreditation Board (PCAB) to engage or act as a contractor.

- 5.4 The Bidder must have completed an SLCC that is similar to the procurement project to be bid, and whose value must be equivalent to at least fifty percent (50%) of the ABC, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices; Provided, that any change to the fifty percent (50%) requirement may be allowed, subject to the recommendation of the Procuring Entity, which shall be submitted to the GPPB for consideration; Provided, further, that contractors under Small A and Small B categories without similar experience on the procurement project to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost of their registration based on the guidelines as prescribed by the PCAB.

For foreign-funded procurement, the GoP and the foreign government, or foreign or international financing institution may agree on another track record requirement, as specified in the **BDS**.

Moreover, a contract shall be considered similar to the procurement project if it has the same major categories of work. The Procuring Entity may clarify in the Bidding Documents what is regarded as major categories of work, guided by the principle of proportionality and Fit-for-Purpose approach.

- 5.5 The SLCC shall be supported by an Owner's Certificate of Final Acceptance issued by the project owner other than the Contractor, or a final rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES), or a similar performance and monitoring system. In the case of contracts with the private sector, an equivalent document shall be submitted.
- 5.6 The computation of a bidder's NFCC must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the procurement project to be bid; Provided, That a different formula may be adopted subject to the recommendation of the Procuring Entity, which shall be submitted to the GPPB for consideration.

The value of the domestic bidder's current assets and current liabilities shall be based on the latest AFS submitted to the BIR.

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

6) Bidder's Responsibilities

- 6.1 The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX. Philippine Bidding Documents Related Forms as required in **ITB** Clause 12.1(h)(iv).
- 6.2 Before submitting their bids, the Bidders are deemed to be knowledgeable of all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.3 The Bidder undertook the following responsibilities:

- a) Took steps to carefully examine and ensure full understanding and comprehension of the Bidding Document, its requirements, clauses, and provisions;
- b) Acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any;
- d) Complied with its responsibility to inquire or secure Supplemental Bid Bulletin(s);
- e) Ensured that it is not “blacklisted” or barred from bidding by the Government of the Philippines (GoP) or any of its agencies, offices, corporations, or LGUs, including foreign government, or foreign/ international financing institutions whose blacklisting rules have been recognized by the GPPB; by itself or by reason of its relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;
- f) Ensured that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and that all statements and information provided therein are true and correct;
- g) Authorized the HoPE or its duly authorized representative/s to verify all the documents submitted;
- h) Ensured that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, to sign, and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board or Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- i) Complied with the disclosure provision under Section 81 and 82 of RA No. 12009 and its IRR in relation to other provisions of RA No. 3019;
- j) Complied with existing labor laws and standards. Moreover, the Bidder undertakes to:
 - i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or Collective Bargaining Agreement (CBA) or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the Department of Labor and Employment (DOLE) of underpayment or non-payment of workers’ wages and wage-related benefits, the Bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of RA No. 12009,

without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations;

- ii) Comply with Occupational Safety and Health Standards (OSHS) and correct deficiencies, if any.

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

- iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or CBA or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises.
- k) Ensured that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity;
- l) Examined all instructions, forms, terms, and specifications in the Bidding Documents;
- m) Determined and complied with all matters pertaining to the contract to be bid, including but not limited to: (i) the location and the nature of the contract, project, or work; (ii) climatic conditions; (iii) transportation facilities; (iv) 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 (v) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work; and
- n) Ensured that all information in the Bidding Documents, including bid or supplemental bid bulletin(s) issued, are correct and consistent. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible Bidder out of the data furnished by the Procuring Entity.

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

- 6.4 The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 6.5 Further, the Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

In case of failure of bidding, the Bidding Documents fee may be applied in the re-bidding for the same Project.

- 6.6 Furthermore, the Bidder should be aware that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7) Origin of Goods and Services

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of Goods, or Contracting of Works or Services other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

8) Subcontracts

- 8.1 Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Works to an extent as may be approved by the HoPE and as stated in the **BDS**. However, the subcontracted portion shall not exceed fifty (50%), or a different percentage of the ABC, on a per project basis, as approved by the GPPB.
- 8.2 Subcontracting of any portion of the Project shall not relieve the Bidder from any liability or obligation that may arise from the contract.
- 8.3 Subcontractors must meet the eligibility criteria as stated in the **BDS** and shall submit the same eligibility documents as the general contractor. Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the procurement project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor.
- 8.4 Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the **BDS**.

B. Contents of Bidding Documents

9) Pre-Bid Conference

- 9.1 If so specified in the **BDS**, a pre-bid conference shall be held either at the Procuring Entity's physical address and/or online through videoconferencing, webcasting, or similar technology, or a combination thereof, on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- 9.2 The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid and other bidding documents on the PhilGEPS website.
- 9.3 Bidders are highly encouraged to attend the pre-bid conference to fully understand the Procuring Entity's requirements. While non-attendance of the Bidder will in no way prejudice its bid, the Bidder is deemed to know any

changes and/or amendments to the Bidding Documents, as may be provided in the Supplemental Bid Bulletin.

The proceedings of the pre-bid conference shall be recorded, and the corresponding minutes shall be prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective Bidders not later than five (5) days upon written request.

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

10) Clarification and Amendment of Bidding Documents

- 10.1 Prospective bidders may request for clarification(s) on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the BAC of the Procuring Entity at the address or electronic mail indicated in the **BDS** or through the electronic bidding facility of PhilGEPS, as may be applicable, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2 The BAC shall respond to the said request by issuing a Supplemental Bid Bulletin duly signed by the BAC Chairperson. It shall be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3 Supplemental Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4 Any Supplemental Bid Bulletin issued by the BAC shall also be posted on the PhilGEPS website, in any conspicuous place in the premises of the Procuring Entity, and on the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB. It shall be the responsibility of all prospective bidders, including those who have properly secured the Bidding Documents, to inquire and secure Supplemental Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental Bid Bulletin must be accordingly informed by the BAC, and be allowed to modify or withdraw their bids prior to the deadline for the submission and receipt of bids in accordance with ITB Clause 21.

C. Preparation of Bids

11) Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the

foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country. The Bidder shall cause the authentication of the translated documents and shall be authenticated by the appropriate Philippine foreign service establishment or post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 20.2.9.2 of the IRR, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate. The English translation shall govern, for purposes of interpretation of the bid.

12) Documents Comprising the Bid: Technical and Financial Components

12.1 The first bid envelope shall contain the following technical documents, including the eligibility documents:

- a) PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 20 of the IRR;
- b) PCAB License and Registration, in case of Joint Venture (JV);
- c) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
- d) Statement of the Bidder's SLCC, in accordance with **ITB** Clause 5.5.

The SLCC shall be supported by an Owner's Certificate of Final Acceptance issued by the project owner other than the Contractor, or a final rating of at least satisfactory in the CPES, or a similar performance and monitoring system. In case of contracts with the private sector, an equivalent document shall be submitted;

- e) NFCC computation in accordance with **ITB** Clause 5.6;
- f) Joint Venture Agreement (JVA), if applicable;
- g) Bid Security in the prescribed form and amount in accordance with **ITB** Clause 16, and validity period under **ITB** Clause 15;
- h) Project Requirements, which shall include the following:
 - i) Organizational chart of the personnel to be deployed for the procurement project to be bid;
 - ii) List of Contractor's personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the procurement project to be bid, with their complete qualifications and experience data. These personnel must meet the required minimum years of experience set in the **BDS**;
 - iii) List of Contractor's major equipment units which are owned, leased, or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor or vendor for the duration of the project, as the

case may be, which must meet the minimum requirements for the contract set in the **BDS**; and

- iv) Omnibus Sworn Statement in accordance with Section 54.3 of the IRR.
- 12.2 The second bid envelope shall contain the Financial Bid Form, which includes the bid prices and the bill of quantities, in accordance with **ITB** Clauses 13.1.
- 12.3 Whenever necessary, modifications may be made to the foregoing provisions specifically for major and specialized procurement to suit the particular needs of the Procuring Entity, subject to the approval of the GPPB.
- 12.4 All bids that exceed the ABC shall not be accepted. Unless otherwise indicated in the **BDS**, for foreign-funded procurement, the ABC shall be applied as the ceiling to bid prices provided the following conditions are met:
- a) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the Procuring Entity, payment could be made upon the submission of bids.
 - b) The Procuring Entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the Procuring Entity and that the estimates are based on adequate detailed engineering and reflect the quality, supervision and risk, and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - c) The Procuring Entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of Infrastructure Projects, the Procuring Entity must also have trained quantity surveyors.
 - d) The Procuring Entity has established a system to monitor and report bid prices relative to ABC and engineer's or Procuring Entity's estimate.
 - e) The Procuring Entity has established a monitoring and evaluation system for contract implementation to provide feedback on actual total costs of goods and works.

However, the GoP and the foreign government, or foreign or international financing institutions may agree to waive the foregoing conditions.

13) Bid Prices

- 13.1 The contract shall be for the whole Works, as described in the Bidding Documents, based on the priced Bill of Quantities submitted by the Bidder.
- 13.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. In case partial bids are allowed in the ITB, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, the Bill of Quantities, shall be considered non-responsive and shall be automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the

said item would mean that it is being offered for free to the Government, except those required by law or regulations to be provided for.

- 13.3 For the given scope of work in the contract as awarded, all bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in GCC Clause 45.

14) Bid Currencies

- 14.1 All bid prices shall be quoted in Philippine Peso unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP Daily Reference Exchange Rate Bulletin on the day of the bid opening.²
- 14.2 If so allowed in accordance with **ITB** Clause 14.1, the Procuring Entity, for purposes of bid evaluation and comparing the bid prices, will convert the currencies in which the bid price is expressed to Philippine Peso at the foreign exchange rates.
- 14.3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Peso.

15) Bid Validity

- 15.1 Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 15.2 Should it become necessary to extend the validity of the bids and the bid securities beyond one hundred twenty (120) calendar days, the Procuring Entity concerned shall request in writing all those who submitted bids for such extension before the expiration date therefor. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their Bid Security.

16) Bid Security

- 16.1 The Bidder, at its option, shall submit a Bid Security in the form and amount as stated in the **BDS**, which may include the following:

Form of Bid Security	Amount of Bid Security (Not less than the required Percentage of the ABC)
<p>(a) Cash or cashier's/manager's check issued by a bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the</i></p>	Two percent (2%)

² RA No. 8183 or "An Act to Assure Uniform Value to Philippine Coin and Currency."

<i>BSP as authorized to issue such financial instrument.</i>	
<p>(b) Bank draft/guarantee or irrevocable Letter of Credit issued by a bank; Provided, however, that it shall be confirmed or authenticated by a local bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, the Bank Draft/ Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Five percent (5%)
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance on as authorized to issue such security.	Five percent (5%)
(d) Bid Securing Declaration	Not Applicable

The Bid Security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity.

- 16.2 The Bid Security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable Bid Security shall be considered as non-responsive and rejected by the Procuring Entity.
- 16.3 In no case shall the Bid Security be returned later than the expiration of the bid validity period indicated in the Bidding Documents, unless it has been extended in accordance with Section 57.2 of the IRR. In case the bidder is required to extend its bid validity, the bidder may, at its discretion, substitute a Bid Securing Declaration for the extended period as a replacement of its Bid Security; Provided, that the option to substitute is indicated in the **BDS**.
- 16.4 Upon signing and execution of the contract, pursuant to **ITB** Clause 29, and the posting of the performance security pursuant to **ITB** Clause 30, the Bid Security of the successful Bidder's Bid Security will be discharged, but in no case later than its validity period as indicated in **ITB** Clause 15.
- 16.5 The Bid Security may be forfeited based on any of the following grounds, as provided under Rule VIII, X, XI, and XXI of the IRR:
- a) If a Bidder:
 - i) With the Lowest Calculated Responsive Bid (LCRB), Most Economically Advantageous Responsive Bid (MEARB), Most Advantageous Responsive Bid (MARB), Single Calculated and Responsive Bid (SCRB), Single Economically Advantageous Responsive Bid (SEARB), or Single Advantageous Responsive Bid (SARB) withdraws, fails, refuses or is unable to: (i) submit the documents required under Section 66.5 of the IRR; (ii) enter

into contract with the Procuring Entity; or (iii) post the required performance security within the period stipulated in the IRR and in accordance with **ITB** Clause 30;

- ii) Causes the delay, without justifiable cause, of the screening for eligibility, opening of bids, evaluation and post evaluation of Bids, and awarding of contracts;
- iii) Refuses to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- iv) Withdraws a bid, or refuses to accept an award, or refuses or fails to enter into contract with the Procuring Entity without justifiable cause, after the approval of the HoPE for having been the declared LCRB or MEARB, as the case may be;
- v) Refuses or fails to furnish performance security within the prescribed time;
- vi) Commits of three (3) or more of any of the acts imposed with suspension, as provided under Section 99 of the IRR;
- vii) Uses force, fraudulent machinations, coercion, undue influence or pressure on any member of the BAC or any officer or employee of the Procuring Entity to take a particular action for its own favor or gain, or to the advantage of a particular bidder;
- viii) Colludes with one (1) or more bidders and submitting different bids as if they were bona fide, when they knew that one or more of them was so much higher than the other that it could not be honestly accepted and that the contract will surely be awarded to the pre-arranged lowest bid;
- ix) Maliciously submits different bids through two (2) or more persons, corporations, partnerships, or any other business entity in which it has interest, to create the appearance of competition that does not in fact exist so as to be declared as the winning bidder;
- x) Enters into an agreement with other bidder/s which call upon one to refrain from bidding for procurement contracts, or which call for withdrawal of bids already submitted, or which are otherwise intended to secure an undue advantage to any of the bidders;
- xi) Fails to faithfully disclose its relationship, regardless of the time of its discovery, with the HoPE, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the End-User or Implementing Unit, and the project consultants of the Procuring Entity, or of the procurement agent, whichever is applicable, by consanguinity or affinity up to the third civil degree pursuant to Section 81 of the IRR;

- xii) Submits beneficial ownership information containing false entries;
 - xiii) Allows the use of one's name or uses the name of another for purposes of public bidding;
 - xiv) Submits eligibility requirements and bids containing false information or falsified documents or the concealment of such information that will materially alter the outcome of eligibility screening or any stage of the procurement;
 - xv) Accesses the contents of any Bid submitted to the Procuring Entity before the opening of bids, without authorization;
 - xvi) Has any documented attempt to unduly influence the outcome of the bidding;
 - xv) Employs schemes which stifle or suppress any procurement activity; or
 - xvi) Commits a third offense imposed with blacklisting under the Act by the same Procuring Entity, or a combination of three (3) violations imposed with blacklisting by the Procuring Entity and other Procuring Entities, as posted on the GPPB portal;
- b) If a Winning Bidder:
- i) Conducts poor performance or unsatisfactory quality and/or progress of work. Poor performance shall be as follows:
 - i.i) Negative slippage of fifteen percent (15%) and above within the critical path of the project due entirely to the fault or negligence of the winning bidder; or
 - i.ii) Non-compliance of the materials and workmanship with the approved specifications arising from the fault or negligence of the winning bidder.
 - ii) In case it is determined prima facie that the winning bidder has engaged, before or during the implementation of the contract, in the following unlawful deeds and behaviors relative to contract acquisition and implementation:
 - ii.i) Corrupt, fraudulent, collusive and coercive practices;
 - ii.ii) Drawing up or using forged documents; or
 - ii.iii) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or trade.
 - iii) Assigns or subcontracts the contract or any part thereof or substituting key personnel named in the proposal without prior written approval by the Procuring Entity;

- iv) Willfully or deliberately abandons or does not perform the project or contract by the winning bidder resulting in substantial breach thereof without lawful and/or just cause;
- v) Has its contract terminated due to its default or unlawful acts; or
- vi) Fails to comply with the provision on warranty that requires to repair any noted defect or damage to the Infrastructure Project due to the use of materials of inferior quality within ninety (90) calendar days from the issuance of the order by the HoPE to undertake such repairs.

17) Format and Signing of Bids

17.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in

Section XI. Philippine Bidding Documents Related Forms on or before the deadline specified in the **ITB** Clause 19 in two (2) separate sealed bid envelopes which shall be submitted simultaneously, whether through manual or online submission. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12, and the second shall contain the financial component of the bid.

17.2 Forms as mentioned in **ITB** Clause 17.1 must be completed without any alterations to their format. No substitute form shall be accepted.

17.3 Each and every page of the Bid Form, including the Bill of Quantities, under Section IX hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

17.4 Any insertions, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

18) Sealing and Marking of Bids

18.1 Bidders shall enclose their technical documents described in **ITB** Clause 12 in one sealed envelope marked "TECHNICAL COMPONENT," and the financial component in another sealed envelope marked "FINANCIAL COMPONENT," sealing them all in an outer envelope marked "BID."

18.2 The Bid shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

18.3 All envelopes shall:

- a) contain the name of the contract to be bid in capital letters;
- b) bear the name and address of the Bidder in capital letters;
- c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 18.1;
- d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.1; and

- e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 19.
- 18.4 For manually submitted bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, the same shall be accepted; Provided, That the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. On the other hand, unsealed or unmarked bid envelopes, or bids that cannot be opened or corrupted in case of online submission, shall be rejected.

The BAC shall assume no responsibility for misplaced or lost contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

19) Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address indicated in the **Invitation to Bid**, or through the e-bidding facility of the PhilGEPS, on or before the date and time indicated in the **BDS**.

20) Late Bids

Bids, including the eligibility requirements, submitted after the deadline shall be rejected by the BAC. The BAC shall record in the Minutes of the Meeting the submission and opening of bids, the Bidder's name, its representative, and the time the late bid was submitted.

21) Modification and Withdrawal of Bids

21.1 Bidders may modify their bids before the deadline for the submission and receipt of bids.

- a) For manual submission and receipt of bids, the Bidders shall not be allowed to retrieve their original bid, but shall only be allowed to submit the bid modification by sending another bid, equally sealed, properly identified, linked to its original bid, and marked as a "modification," thereof, and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the bidder unopened.
- b) For online submission of bids, the Bidders shall not be allowed to retrieve their original Bid, but shall only be allowed to submit the bid modification, send another Bid equally secured, properly identified labelled as a "modification" of the one previously submitted. The time indicated in the latest bid receipt page generated shall be the official time of submission. Bids modification submitted after the applicable deadline shall not be accepted.

21.2 Bidders may withdraw their bids in writing before the deadline for submission and receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in the IRR.

Bidders may also express their intention not to participate in the bidding in writing, which should be received by the BAC before the deadline for submission and receipt of bids. Bidders that withdraw their bids shall no longer be allowed to submit another bid for the same contract, directly or indirectly.

- 21.3 No bid may be modified after the deadline for submission and receipt of bids. Further, no bid may be withdrawn in the interval between the deadline for submission and receipt of bids, and the expiration of bid validity specified by the Bidder in the Financial Bid Form. Withdrawal of bid during this interval shall result in the forfeiture of the Bidder's Bid Security pursuant to **ITB** Clause 16.5, and the imposition of administrative sanctions as prescribed by RA No. 12009 and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws.
- 21.4 Alternative Bids shall be rejected. For this purpose, Alternative Bid shall pertain to an offer made by a bidder in addition or as a substitute to its original bid, which may be included as part of its original bid or submitted separately. A bid with options shall likewise be considered an Alternative Bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 21.5 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.
- 21.6 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

22) Opening and Preliminary Examination of Bids

- 22.1 The BAC shall open the bids in public, immediately after the deadline for submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the submitted Bids and reschedule the opening of Bids on the next working day or at the soonest possible time, through the issuance of a Notice of Postponement to be posted on the PhilGEPS website and the website of the Procuring Entity concerned.
- 22.2 The manner of opening of the bids for Infrastructure Projects shall depend on the award criterion to be adopted, as follows:
 - a) For LCRB and MEARB, the BAC shall open the technical and financial proposals on the same day; and
 - b) For MARB, only the technical proposals shall be opened while the financial proposals shall remain unopened and shall be kept securely by the BAC until the specified time of their opening as indicated in the **BDS**. Only the financial proposals of the bidders who have met the highest technical score for MAB shall be opened.

- 22.3 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 22.4 The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of bids, as read, and the minutes of the bid opening shall be made available to the public, upon written request and payment of a specified fee to recover the cost of materials.
- 22.5 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through mail at its PhilGEPS-registered physical address or official e-mail address. The said notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

23) Process to be Confidential

- 23.1 Members of the BAC, its staff and personnel, Secretariat, and TWG, as well as Observers, are prohibited from making or accepting any communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 24.
- 23.2 Any effort by a Bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the bid.

24) Clarification of Bids

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

25) Detailed Evaluation and Comparison of Bids

- 25.1 The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.
- 25.2 The Procuring Entity will undertake the detailed evaluation and comparison of the bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 22, to determine the Lowest Calculated Bid (LCB), Most Economically Advantageous Bid (MEAB), and Most Advantageous Bid (MAB).
- 25.3 The award criterion shall be determined as follows:
 - a) For LCB:

- i) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - ii) The ranking of the total bid prices as so calculated from the lowest to highest, where the bid with the lowest price shall be identified as the LCB.
- b) For MEAB, the BAC shall evaluate the quality and price proposals to determine the MEAB using the following steps:
- i) The quality proposal together with the price proposal shall be considered in the evaluation of bids. The quality proposals shall be evaluated first using the criteria in the **BDS**. The price proposals of the bids that meet the minimum quality score shall then be opened.
 - ii) The price and quality proposals shall be given corresponding weights with the price proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the quality criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the price proposal shall be equal to one hundred percent (100%).
 - iii) To further promote green public procurement, the sustainability of materials or structures with green specifications shall be given greater weight in the evaluation of bids. As approved by the BAC, the exact weights shall be indicated in the **BDS**. The BAC shall rank the bidders in descending order based on the combined numerical ratings of their quality and price proposals. The bidder with the best overall score using the quality-price ratio shall be referred to as the MEAB.
 - iv) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

The quality component shall be assessed on the basis of criteria with corresponding numerical weights indicated in the **BDS**, which may include qualitative, environmental, or social aspects linked to the subject matter of the contract. These may include any or a combination of the following:

- a) Quality and technical merit, including technical competence and a credible track record;
- b) Aesthetic and functional design and characteristics;
- c) Approach and methodology;
- d) Accessibility;
- e) Tools and equipment;
- f) Social, environmental, economic, and innovative characteristics;
- g) Organization, qualification, and experience of employees or staff assigned to perform the contract;

- h) Ongoing contracts and work commitments; or
- i) Other relevant criteria in relation to the subject Infrastructure Projects to be procured.

c) For MAB

- i) The BAC shall evaluate the quality proposals to determine the MAB using the quality components. The quality components shall be assessed on the basis of the criteria with corresponding numerical weights indicated in the **BDS** to determine the bidder with the highest technical rating.
- ii) The second bid envelope of the bidder obtaining the highest technical rating shall be opened. If the financial proposal is equal to or lower than the ABC, the bid shall be accepted and determined as the MAB; otherwise, the same shall be rejected and the bidder will be disqualified.

25.4 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each bidder for each criterion shall not be considered in determining the average scores of the bidders, except when the evaluation is conducted in a collegial manner.

25.5 The BAC shall immediately conduct a detailed evaluation of all bids using non-discretionary criteria in considering the following:

- a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the BDS shall be considered non-responsive and, thus, automatically disqualified.

However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for; and

- b) Arithmetical corrections. The BAC shall consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid correction if expressly allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

25.6 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the LCB, MEAB, or MAB. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.

25.7 The BAC shall evaluate all bids on an equal footing to ensure fair and competitive bid comparison. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value-added tax (VAT), income tax, local taxes, and other fiscal levies and duties. Such bids, including said taxes, shall be the basis for the bid evaluation and comparison.

- 25.8 If so indicated pursuant to **ITB** Clause 1.1, bids may be submitted for individual lots, or for any combination thereof, provided that all bids and combinations of bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the bid or combination of bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 25.5 (a).

26) Post - Qualification

- 26.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the LCB, MEAB, or MAB, as the case may be, complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5 and 12. The Bidder, within a non-extendible period of five (5) calendar days from receipt of notice from the BAC that it submitted the LCB, MEAB, or MAB, shall submit all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid, and other appropriate licenses and permits required by law and stated in the **BDS**.
- 26.2 Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award; Provided, That in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security.
- 26.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clause 12, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 26.4 If the BAC determines that the bidder with the LCB, MEAB, or MAB passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, MEARB, MARB, SCB, SEAB, or Single Advantageous Bid (SAB) and recommend to the HoPE the award of contract to the said bidder at its submitted bid price or its calculated bid price, whichever is lower or, in the case of quality-based evaluation procedure, submitted bid price or its negotiated price, whichever is lower.
- If, however, the BAC determines that the bidder with the LCB, MEAB, MAB, SCB, SEAB, or SAB fails to meet the post-qualification criteria, it shall immediately notify the Bidder in writing of its post-disqualification and the grounds for such determination.³
- 26.5 Immediately after the BAC has notified the first bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the bidder with the second LCB, MEAB, or MAB. If the second bidder passes the post-qualification and provided that the request for reconsideration of the

³ Sec 63.5 of the IRR.

first bidder has been denied, the second bidder shall be post-qualified as the bidder with the LCB, MEAB, or MAB.

- 26.6 If the second bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the bidder with the next LCB, MEAB, or MAB and so on, until the LCRB, MEARB, or MARB, as the case may be, is determined for award, subject to the procedure of Notice and Execution of Award.
- 26.7 Within a period not exceeding ten (10) calendar days from the determination by the BAC of the LCRB, MEARB, MARB, SCRB, SEARB, or SARB and the recommendation to award the contract, the HoPE or its duly authorized representative shall approve or disapprove the said recommendation.
- 26.8 In case of approval, the HoPE or its duly authorized representative shall immediately issue the Notice of Award to the bidder with the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.

In the event that the approving authority shall disapprove the resolution on the award of the contract, such disapproval shall be based only on valid, reasonable, and justifiable grounds as enumerated under Section 70 of the IRR to be expressed in writing. A copy of the decision disapproving the resolution shall be furnished to the BAC and the bidder.

27) Reservation Clause

- 27.1 Notwithstanding the eligibility or post-qualification of a bidder and without incurring any liability, the HoPE or its duly authorized representative at any stage of the procurement, reserves the right to review its qualifications, reject any and all bids, declare a failure of bidding or not award the contract in the following situations:

- a) If it has reasonable grounds to believe that a misrepresentation has been made by the said bidder; or
- b) If it has reasonable grounds to believe that there has been a change in the bidder's capability to undertake the project from the time it submitted its eligibility requirements.

Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will adversely affect its capability to undertake the Project so that it no longer meets the prescribed eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and disqualify it from participating further in the bidding process or being awarded the contract.

- 27.2 Based on the following grounds, the HoPE or its duly authorized representative reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and

any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition or influences or tends to influence the bidding process;

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

F. Award of Contract

28) Contract Award

- 28.1 Subject to **ITB** Clause 26, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.
- 28.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the winning Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as applicable, and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 28.3 Within ten (10) calendar days from receipt by the winning bidder of the Notice of Award, the following conditions should be complied with before the contract may be awarded:
 - a) Submission of the following documents:
 - i) Valid JVA, if applicable;
 - ii) The SEC Certificate of Registration of the foreign corporation, if applicable; or
 - iii) Valid PCAB license and registration for the type and cost of the Project for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of such license and registration as a pre-condition to the Notice of Award.
 - b) Posting of the performance security in accordance with **ITB** Clause 30; and

- c) Signing of the contract as provided in **ITB** Clause 29.

29) Signing of the Contract

- 29.1 Within ten (10) calendar days from receipt of the Notice of Award, the winning Bidder shall post the required performance security, sign and date the contract, and return it to the Procuring Entity.
- 29.2 The Procuring Entity shall enter into a contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 29.3 The following documents shall form part of the contract:
 - a) Contract Agreement;
 - b) Bidding Documents;
 - c) Winning Bidder's bid, including the technical and financial proposals, and all other documents/statements submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - d) Performance Security;
 - e) Notice of Award of Contract; and
 - f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

30) Performance Security

- 30.1 To guarantee the faithful performance by the winning bidder of its obligations under the contract, it shall post a performance security prior to the signing of the contract. Furthermore, the successful bidder shall be required to update the performance security posted before to the issuance of a variation order, if any.
- 30.2 Sectors enumerated under Section 76.1⁴ of the IRR may be allowed to post Performance Securing Declaration (PSD) as specified in the **BDS**.

⁴ Section 76.1. The GPPB, once data is available from relevant agencies, shall maintain a registry of entities belonging to the following sectors:

- a) Farmers as certified by the Department of Agriculture (DA);
- b) Fisherfolk as certified by the Bureau of Fisheries and Aquatic Resources (BFAR);
- c) Persons with disabilities as certified by the National Council for Disability Affairs (NCDA) pursuant to RA No. 7277, otherwise known as the Magna Carta for Disabled Persons, as amended;
- d) Solo parents as certified by the Department of Social Welfare and Development (DSWD); e) Microenterprises and social enterprises as certified by the MSMED Council;
- f) Startups, spin-offs, and other forms of entity involved in science, technology, and innovation activities as certified by the DTI, DICT, NIC or the Department of Science and Technology (DOST), as may be applicable;
- g) Cooperatives duly registered with the CDA pursuant to RA No. 6938, otherwise known as the Cooperative Code of the Philippines, as amended; and
- h) Other relevant sectors as may be determined by the GPPB to ensure inclusivity and diversity in the procurement process.

- 30.3 The performance security shall be in a form selected by the Procuring Entity in the amount indicated in the **BDS**, which shall not be less than the percentage of the total contract price in accordance with the following price schedule:

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

- 30.4 The performance security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

31) Notice to Proceed

The Procuring Entity shall issue the Notice to Proceed to the winning Bidder not later than three (3) calendar days from the date of approval of the contract by the appropriate signatories. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

32) Protest Mechanism

Decisions of the BAC in all stages of procurement may be protested to the HoPE in accordance with Section 83 of the IRR.

Nothing Follows

Section III. Bid Data Sheet

ITB Clause	Details of BID DATA SHEET (BDS)
1.1 Scope of Bid	<p>01. The Procuring Entity is the Development Academy of the Philippines.</p> <p>02. The Project title is “One Lot Lump Sum Contract for the Completion of Unfinished Works for the Construction of the Fourteen-Storey New Training Building, Site Development and various Site Improvements, including supply and installation of Design Fit-Outs, Furnishings, and Fixtures (DFOFF) at the DAP Conference Center in Tagaytay City–2nd Bidding”.</p> <p>03. The identification number of the Contract is IB25-414804-01A.</p>
2 Funding Source	<p>The Funding Source is the Government of the Philippines through the General Appropriations Acts as indicated below:</p> <p>01. Approved Prior Year’s Subsidy (reference to Special Provisions in the GAA of FY2025) as follows:</p> <p>01.1. The General Appropriations Act of FY2017 (also known as RA 10924) with allocated amount of ₱181,530,000.00;</p> <p>01.2. The General Appropriations Act of FY2018 (also known as RA 10964) with allocated amount of ₱326,250,000.00; and</p> <p>01.3. The General Appropriations Act of FY2022 (also known as RA 11639) with allocated amount of ₱158,603,000.00.</p> <p>02. The General Appropriations Act of FY2023 (also known as RA 11936) with allocated amount of ₱99,632,000.00;</p> <p>03. The General Appropriations Act of FY2024 (also known as RA 11975) with allocated amount of ₱135,250,000.00;</p> <p>04. The National Expenditure Program for FY2026 with earmarked amount of ₱425,767,000.00; and</p> <p>05. The remaining amount will be included in the succeeding National Expenditure Programs for FYs 2027 and 2028, until the completion of the entire Project.</p>
3.1 Observe Highest Standard of Ethics	No further instructions.
5.2 Eligible Bidders	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5.4 Single Largest Completed Contract (SLCC)	<p>The bidder must have completed an SLCC that is similar to the procurement project to be bid, and whose value, adjusted to current prices using the PSA consumer price indices, must be at least fifty percent (50%) of the ABC to be bid.</p> <p>For this purpose, Similar Contracts shall refer to projects involving the construction of conference, convention, training centers, office, commercial, mixed-use, institutional building, or hotels, each having a minimum of ten (10) storeys.</p>
7 Origin of Goods and Services	No further instructions.

8.1 Subcontracting	<p>Subcontracting is allowed for the following Work Items:</p> <ul style="list-style-type: none"> 01. Architectural <ul style="list-style-type: none"> 01.1. Marble and Granite Floorings and Counters 01.2. Doors and Windows 01.3. Stair and Hallway Railings 01.4. Operable and Glass Partitions 01.5. Interior and Exterior Signage 01.6. Compartments and Cubicles (e.g., toilet partitions) 01.7. Cabinetry 01.8. Aluminum Composite Panels 01.9. Roofing 01.10. Waterproofing 02. Structural <ul style="list-style-type: none"> 02.1. Post Tensioning System 02.2. Structural Steel System 03. Electrical System and Equipment <ul style="list-style-type: none"> 03.1. Electric Generator Sets 03.2. Electrical Panel Boards 03.3. Lighting Fixtures 04. Mechanical <ul style="list-style-type: none"> 04.1. HVAC System 04.2. Conveying Equipment (e.g., elevator and escalators) 05. Fire Suppression System <ul style="list-style-type: none"> 05.1. Fire Detection and Alarm System Devices and Equipment 05.2. Fire Protection System Devices and Equipment 06. Electronics and Communications <ul style="list-style-type: none"> 06.1. Communications and Audio/Video System Equipment (e.g., public address system devices and equipment) 06.2. Electronic Safety and Security (e.g., door access control devices, CCTV devices) 06.3. Building Management System 06.4. Network Infrastructure System (e.g., network switches, access points, cablings, devices and equipment, etc.) 07. Seismic Monitoring System 08. Water Supply System 09. Sanitary <ul style="list-style-type: none"> 09.1. Rain Water Harvesting 09.2. Sewage Treatment Plant (STP)
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	<p>09.3. Swimming Pool and Health and Wellness Facilities</p> <p>10. Landscaping</p> <p>11. Kitchen System including Food and Beverages Equipment</p> <p>12. General Requirements (e.g., security services, supply of water and electricity, and other utility services)</p> <p>13. Other specialty works not specified above that are endorsed by the DAP Project Team, and approved by the HoPE or its Authorized Representative. PROVIDED THAT THE CONTRACTOR SHALL UNDERTAKE AT LEAST 50% OF THE CONTRACTED WORKS WITH ITS OWN RESOURCES.</p>
8.3 / 8.4 Subcontractor's Eligibility	<p>Each subcontractor to be endorsed by the general contractor (winning bidder) during the project implementation, must submit photocopies of the following minimum eligibility documents upon submission of their proposal:</p> <p>01. PhilGEPS Registration;</p> <p>02. Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;</p> <p>03. Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective Bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and</p> <p>04. Completed a single project similar to the component of the work to be sub-contracted, each supported by Purchase Order (PO) or Contract Agreement.</p>
9.1 Pre-Bid Conference	<p>The DAP will hold a Pre-Bid Conference on 19 December 2025 (Tue), 10:00 AM at the DAP Head Office in Pasig City, which shall be opened to all interested Bidders upon submission of a Letter of Intent (LOI) to participate through the BAC Secretariat.</p> <p>The LOI shall be coursed through the email of the BAC Secretariat at dapbacsec@dap.edu.ph.</p>
10.1 Request for Clarification(s) from Prospective Bidders	<p>The DAP's address and contact person is:</p> <p>RODEL D. CASTILLO Officer-in-Charge, BAC Secretariat Division Development Academy of the Philippines GF, DAP Bldg., San Miguel Avenue, Pasig City 1600 Telephone : (632) 8631-0921 loc. 133 Cellphone : 09088808513 BAC Secretariat email : dapbacsec@dap.edu.ph</p>
12.1 Content of the First Bid Envelope	<p>Bidders must submit <u>clear and readable copy</u> of the following technical and eligibility documents:</p> <p>01. Valid PhilGEPS Certificate of Registration under Platinum Membership;</p> <p>02. Valid Special PCAB License and Registration for "Building and Industrial Plant" with at least "Large B" size range, and "AAA" license category, in case of Joint Venture;</p> <p>03. Statement of ALL ONGOING government and private contracts, including contracts awarded but not yet started, if any, whether similar</p>

	<p>or not similar in nature and complexity to the contract to be bid. Submit accomplished Form 1: Statement of All Ongoing Contracts including Contracts Awarded but Not Yet Started;</p> <p>04. Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid. Submit accomplished Form 2: Statement of Bidder's Single Largest Completed Contract (SLCC). The Bidder must have a SLCC that is similar to the contract to be bid, and whose value (<u>adjusted to current prices using the PSA consumer price indices</u>) is at least fifty percent (50%) of the ABC.</p> <p>05. Net Financial Contracting Capacity (NFCC) computation of at least equal to the ABC in accordance with ITB Clause 5.5. Submit accomplished Form 3: Net Financial Contracting Capacity;</p> <p>06. Joint Venture Agreement (JVA), if applicable. If not applicable, the bidder must indicate in writing that they will not be partaking in a Joint Venture for this project;</p> <p>07. Bid Security in the prescribed form and amount in accordance with ITB Clause 16;</p> <p>08. Proposed Organizational Chart showing the Bidder's Key Personnel to be deployed for the Project;</p> <p>09. List of Bidder's Key Personnel for the Project with qualification and work experience in accordance with BDS Clause 12.1(h)(ii). Submit accomplished Form 5: List of Bidder's Key Personnel;</p> <p>10. Duly signed List of Bidder's available equipment units as specified in BDS Clause 12.1(h)(iii), which are owned, leased and/or under purchase agreements. The Bidder shall state a complete technical description of the pledged equipment. Submit accomplished Form 6: List of Available Equipment Units;</p> <p>11. Duly Notarized Omnibus Sworn Statement. Submit accomplished Form 7: Omnibus Sworn Statement;</p> <p>12. List of Other Completed Similar Contracts with the Government and/or Private Sector within the last ten (10) years, if any. Submit accomplished Form 8: List of Completed Similar Contracts with the Government and/or Private Sector within the last Ten Years;</p> <p>13. Certificate of Site Inspection duly signed by any of the following (to be provided by the BAC Secretariat to Bidders conducted site inspection):</p> <p>13.1. ANTONIO L. ALEGRIA /// Project Manager, DAPCC Physical Expansion Project; <u>or</u></p> <p>13.2. LEE ARVEEN C. GARCIA /// Officer-in-Charge, DAPCC Rooms and Facilities Services</p> <p>Note: Bidders who participated in the previous bidding and conducted site visit will be issued with an updated valid certificate of site inspection for the current transaction.</p> <p>14. Valid ISO 9001:2015 Certification (as prescribed by Department Order No. 01 series of 2011 issued by the DPWH).</p>
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	<p>NOTE: Bidder who has been established by the BAC having the LCRB must ensure that all of its eligibility requirements remain valid and updated prior and at the time the award of contract is made.</p>
12.1(h)(ii) Key Personnel's Qualifications and Experience	<p>The minimum qualification and work experience requirements of Bidder's Key Personnel are the following:</p> <p>01. PROJECT MANAGER</p> <p>01.1. Must be a licensed Civil Engineer or Architect;</p> <p>01.2. With at least ten (10) years of professional experience, and has handled/managed a similar project of at least 10-storey building or equivalent to the project to be built;</p> <p>01.3. Shall have the authority to decide for and behalf of the Bidder / Contractor on any and all matters relative to the progress, changes, adjustments during Project implementation;</p> <p>01.4. Shall conduct the overall management of the Project from start to finish including close coordination with the Owner Representatives or Construction Management Team and the Design Consultant, and all other registered professionals as whenever required in consultations and attendance in coordination meetings; and</p> <p>01.5. Shall render full-time service and be present in all coordination meetings, site inspections, and in any and all occasions called upon by the Owner Representatives or Construction Management Team and the Design Consultant, to be present on site until final completion and turn-over, as required by the contract.</p> <p>02. RESIDENT ENGINEER</p> <p>02.1. Must be a licensed Civil Engineer;</p> <p>02.2. With at least ten (10) years of professional experience, and has handled/managed a similar project of at least 10-storey building or equivalent to the project to be built;</p> <p>02.3. Shall conduct the overall Project construction implementation on site and close coordination with the Project Manager and all other registered professionals including the General Foreman to execute the works and activities to complete the Project;</p> <p>02.4. In the absence of the Project Manager, and as officially authorized by the Awarded Contractor, shall conduct the overall management of the Project until such a time that the latter assigns a replacement duly approved by the End User Representative; and</p> <p>02.5. Shall be present in all coordination meetings and render full-time service involving a minimum of but not limited to 8-hours per day on site from Monday to Saturday or as warranted by the construction implementation until final completion and turn-over, as required by the contract.</p> <p>03. PROJECT ARCHITECT</p> <p>03.1. Shall be a licensed Architect;</p>

	<p>03.2. With at least ten (10) years of professional experience, and has worked/supervised construction project of at least 10-storey building; and</p> <p>03.3. Shall be present in all coordination meetings, site inspections, and in any and all occasions called upon by the Owner to be present on site until final completion and turn-over, as required by the contract.</p> <p>04. STRUCTURAL ENGINEER</p> <p>04.1. Must be a licensed Civil Engineer;</p> <p>04.2. Shall be a member of the Association of Structural Engineer of the Philippines (ASEP) or equivalent Accredited Professional Organization (APO);</p> <p>04.3. Preferably has a Master's Degree in Structural Engineering;</p> <p>04.4. With at least ten (10) years of professional experience, and has worked/supervised construction project of at least 10-storey building; and</p> <p>04.5. Shall be present in all coordination meetings, site inspections, and in any and all occasions called upon by the Owner to be present on site until final completion and turn-over, as required by the contract.</p> <p>05. PROFESSIONAL ELECTRICAL ENGINEER</p> <p>05.1. Must be a licensed Professional Electrical Engineer;</p> <p>05.2. With at least ten (10) years of professional experience, and has worked/supervised construction project of at least 10-storey building; and</p> <p>05.3. Shall be present in all coordination meetings, site inspections, and in any and all occasions called upon by the Owner to be present on site until final completion and turn-over, as required by the contract.</p> <p>06. REGISTERED ELECTRICAL ENGINEER</p> <p>06.1. Must be a licensed Electrical Engineer;</p> <p>06.2. With at least five (5) years of professional experience, and has worked/supervised construction project of at least 10-storey building; and</p> <p>06.3. Shall render full-time service involving a minimum of but not limited to 8-hours per day on site from Monday to Saturday until final completion and turn-over, as required by the contract.</p> <p>07. PROFESSIONAL ELECTRONICS ENGINEER</p> <p>07.1. Must be a licensed Professional Electronics Engineer with expertise of electronics and communications engineering;</p> <p>07.2. With at least ten (10) years of professional experience, and has worked/supervised construction project of at least 10-storey building; and</p> <p>07.3. Shall be present in all coordination meetings, site inspections, and in any and all occasions called upon by the Owner to be</p>
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	<p>present on site until final completion and turn-over, as required by the contract.</p> <p>08. ELECTRONICS ENGINEER</p> <p>08.1. Must be a licensed and registered Electronics Engineer;</p> <p>08.2. With at least five (5) years of professional experience, and has worked/supervised construction project of at least 10-storey building; and</p> <p>08.3. Shall render full-time service involving a minimum of but not limited to 8-hours per day on site from Monday to Saturday until final completion and turn-over, as required by the contract.</p> <p>09. PROFESSIONAL MECHANICAL ENGINEER</p> <p>09.1. Must be a licensed Professional Mechanical Engineer;</p> <p>09.2. With at least ten (10) years of professional experience, and has worked/supervised construction project of at least 10-storey building; and</p> <p>09.3. Shall be present in all coordination meetings, site inspections, and in any and all occasions called upon by the Owner to be present on site until final completion and turn-over, as required by the contract.</p> <p>10. REGISTERED MECHANICAL ENGINEER</p> <p>10.1. Must be a licensed and registered Mechanical Engineer;</p> <p>10.2. With at least five (5) years of professional experience, and has worked/supervised construction project of at least 10-storey building; and</p> <p>10.3. Shall render full-time service involving a minimum of but not limited to 8-hours per day on site from Monday to Saturday until final completion and turn-over, as required by the contract.</p> <p>11. REGISTERED MECHANICAL ENGINEER FOR FIRE PROTECTION SYSTEM</p> <p>11.1. Must be a licensed and registered Mechanical Engineer with expertise in fire protection system;</p> <p>11.2. With at least five (5) years of professional experience, and has worked/supervised construction project of at least 10-storey building; and</p> <p>11.3. Shall render full-time service involving a minimum of but not limited to 8-hours per day on site from Monday to Saturday until final completion and turn-over, as required by the contract.</p> <p>12. REGISTERED MASTER PLUMBER</p> <p>12.1. Must be a licensed Master Plumber;</p> <p>12.2. With at least five (5) years of professional experience, and has worked/supervised construction project of at least 10-storey building; and</p>
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	<p>12.3. Shall render full-time service involving a minimum of but not limited to 8-hours per day on site from Monday to Saturday until final completion and turn-over, as required by the contract.</p> <p>13. SANITARY ENGINEER</p> <p>13.1. Must be a licensed Sanitary Engineer;</p> <p>13.2. With at least ten (10) years of professional experience, and has worked/supervised construction project of at least 10-storey building; and</p> <p>13.3. Shall be present in all coordination meetings, site inspections, and in any and all occasions called upon by the Owner to be present on site until final completion and turn-over, as required by the contract.</p> <p>14. SAFETY OFFICER 3</p> <p>14.1. Shall be a duly accredited Safety Officer by the Department of Labor and Employment;</p> <p>14.2. Has completed the mandatory 40-hour construction occupational safety and health training course and additional 48 hours of advance/specialized occupational safety and health training course;</p> <p>14.3. Shall have least three (3) years of experience, and has worked/supervised construction project of at least 10-storey building;</p> <p>14.4. Shall be present in all coordination meetings and render full-time service involving a minimum of but not limited to 8-hours per day on site from Monday to Saturday until final completion and turn-over, as required by the contract; and</p> <p>14.5. Deployment on site of Safety Officer/s shall be compliant with the latest and applicable occupational safety and health law otherwise known as R.A 11058.</p> <p>15. MATERIALS ENGINEER II</p> <p>15.1. Shall be a licensed Civil Engineer;</p> <p>15.2. Shall be duly accredited Materials Engineer II by the Department of Public Works and Highways (DPWH);</p> <p>15.3. With at least three (3) years of experience in materials and quality control and quality assurance aspects;</p> <p>15.4. Shall be responsible in sourcing and provision of materials samples for approval; and</p> <p>15.5. Shall be present in all coordination meetings and render full-time service involving a minimum of but not limited to 8-hours per day on site from Monday to Saturday until final completion and turn-over, as required by the contract.</p> <p>16. QUANTITY SURVEYOR</p> <p>16.1. Shall be a graduate of preferably architecture or engineering course related to construction;</p>
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	<p>16.2. With at least five (5) years of experience in cost estimating and quantity surveying; and</p> <p>16.3. Shall render full-time service involving a minimum of but not limited to 8-hours per day on site from Monday to Saturday until final completion and turn-over, as required by the contract.</p> <p>17. TECHNICAL DRAFTER (MINIMUM OF 2 PERSONNEL)</p> <p>17.1. Shall be a graduate of architecture or engineering course;</p> <p>17.2. With at least two (2) years of experience in encoding and drafting using AutoCAD and 3D utility drawings or any computer-aided design software; and</p> <p>17.3. Shall render full-time service involving a minimum of but not limited to 8-hours per day on site from Monday to Saturday until final completion and turn-over, as required by the contract.</p> <p>18. GENERAL SUPERVISOR (MINIMUM OF 2 PERSONNEL)</p> <p>18.1. Shall be at least High School graduate;</p> <p>18.2. With at least fifteen (15) years of experience as foreman, and has worked/supervised construction project of at least 10-storey building;</p> <p>18.3. Shall coordinate fully and closely with the Resident Engineer to execute the works and activities to complete the Project;</p> <p>18.4. Shall render full-time service involving a minimum of but not limited to 8-hours per day on site from Monday to Saturday until final completion and turn-over, as required by the contract; and</p> <p>18.5. Note: The constructor shall deploy assistant foreman or leadman for different work disciplines (e.g. rebar works, masonry works, carpentry works, finishing works, allied engineering works, etc.).</p> <p>19. REGISTERED NURSE</p> <p>19.1. Shall be a licensed and registered Nurse;</p> <p>19.2. With at least two (2) years of experience in construction or manufacturing industry;</p> <p>19.3. Shall be available on site 24/7;</p> <p>19.4. Shall render full-time service involving a minimum of but not limited to 8-hours per day on site from Monday to Saturday until final completion and turn-over, as required by the contract; and</p> <p>19.5. Deployment on site of Nurse/s shall be compliant with the latest and applicable occupational safety and health law otherwise known as R.A 11058.</p> <p>NOTE:</p> <p>A. DESIGNATION OF KEY PERSONNEL TO MORE THAN ONE OF THE ABOVE STATED FIELDS/PROFESSIONS IS <u>NOT ALLOWED</u>.</p>
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	<p>B. THE CONTRACTOR MAY ASSIGN SUPPORT PERSONNEL FOR THE OPTIMAL PERFORMANCE OF THE PROJECT TEAM. THE SUPPORT PERSONNEL SHALL UNDERTAKE THE REQUIRED DAY-TO-DAY SITE- OR OFFICE-RELATED ACTIVITIES OF THE CONTRACTOR WITHOUT ADDITIONAL COST TO THE PROCURING ENTITY.</p> <p>C. FULL TIME SERVICES MEANS THE PERSONNEL INVOLVED SHALL RENDER MINIMUM OF EIGHT (8) HOURS A DAY, OR SIX (6) DAYS A WEEK, OR FORTY-EIGHT (48) HOURS WORK PER WEEK THROUGHOUT THE CONSTRUCTION PERIOD; AND</p> <p>D. THE DESIGNATED KEY PERSONNEL ARE EXPECTED TO BE PRESENT AND ACCESSIBLE AS THE PROJECT WARRANTS DURING THE DURATION OF THE IMPLEMENTATION STAGE, AND SHALL BE AVAILABLE UPON REQUEST BY THE HOPE AND/OR THE DAP PROJECT TEAM.</p>
12.1(h)(iii) List of Major Equipment Units	<p>The minimum equipment units and tools required for the Project are the following:</p> <ol style="list-style-type: none"> 01. Tower Crane (Luffing Tower Crane) 02. Mobile Crane 03. Construction Passenger Elevator 04. Lifting or Conveying Equipment 05. Dump Trucks 06. Flatbed Trucks 07. Back Hoe 08. Pay Loader 09. Skid Loader 10. Walk Behind Roller Compactor / Other appropriate size compactor 11. Generator Sets (standby / portable) 12. Concrete Pump 13. Concrete Mixers 14. Mortar Mixers 15. Mortar Shotcretes 16. Concrete Vibrators 17. Air Compressor Units 18. Mechanical Bar Benders and Cutters 19. Cutting Outfits complete with accessories 20. Gondolas 21. Jackhammers 22. Power Trowels 23. Submersible Pumps 24. Welding Machines 25. Water Tanker or Lorry Tanker

	<p>26. Total Station Surveying Equipment</p> <p>27. Scaffolding and Shoring System</p> <p>28. Exhaust and Ventilation Equipment (e.g., exhaust and ventilation for confined spaces, etc.)</p> <p>29. Drone</p> <p>30. Power Tools</p> <p>31. Leveling Gadgets and other Devices (e.g., laser, electronic gadgets, etc.)</p> <p>32. Personal Protective Equipment (e.g., Hard Hats, Safety Shoes/Boots/Belts, Safety Harness, etc.)</p> <p>33. Other equipment, please specify.</p> <p>Note: During the post-qualification assessment, the BAC-TWG will conduct verification of availability, operability, and actual condition of key equipment such as, but not limited to mobile crane, dump trucks, back hoe, pay loader, skid loader, walk behind roller compactor, etc.</p>
12.2 Content of the Second Bid Envelope	<p>These shall include the following financial documents using the prescribed forms.</p> <p>01. Financial Bid Form:</p> <p>01.1. Should be accomplished using the Bidder's letterhead;</p> <p>01.2. Should be prepared using Form 14: Financial Bid Form which editable file will be provided to all Bidders; and</p> <p>01.3. The filled-out and signed print copy by the Bidder's duly authorized representative should be submitted and to be marked as "FC01".</p> <p>02. Bill of Quantities (BOQ):</p> <p>02.1. Should be prepared using the MS excel-template with filename "F02_EXCEL_BOQ=BidderName", which will be provided to all Bidders;</p> <p>02.2. The filled-out and signed print copy by the Bidder's duly authorized representative should also be submitted and to be marked as "FC02";</p> <p>02.3. The signed print copy of the Summary of Bid Amounts per Division of Works in the BOQ excel-file should also be submitted and to be marked as "FC03".</p> <p>02.4. The detailed instruction on how to fill-out BOQ is shown in Section X. Bill-of-Quantities and Detailed Unit Price Analysis (DUPA);</p> <p>02.5. The Bidder's Financial Bid shall represent the LUMP SUM AMOUNT for the completion of the entire Contract regardless of the quantities and components on the BOQ;</p> <p>02.6. No variation order/s shall be allowed unless there is an introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the</p>

	<p>preconstruction plans used for purposes of bidding. Further, no Variation Order/s shall be allowed unless changes in the Original Contract are initiated and/or approved by the Procuring Entity; and</p> <p>02.7. For any item, material, labor and equipment not specifically included herein but are deemed necessary component for the execution of the works cited herein must be supplied for the completion and commissioning of the entire projects without additional cost to the Procuring Entity.</p> <p>02.8. Important Reminder:</p> <ul style="list-style-type: none"> ❖ Bids not addressing or providing all of the required items in the bidding document including, where applicable, BOQ shall be considered non-responsive, thus, automatically disqualified. In this regard, no price or a "0" (zero) or a "-" (dash) for the said item would mean that it is being offered for free to the Government; ❖ Item/s not indicated in the BOQ, but determined to be deemed important, should be added as an additional item/s under the row "Other Items" applicable for general requirements and all other division/s; and ❖ BOQ and DUPA must be prepared in accordance with the pertinent and relevant provisions of DPWH's Department Order No. 030 series of 2025 dated 07 February 2025.
12.4 Bids that exceed the ABC	The ABC is ₱1,740,000,000.00 . Any bid with a financial component exceeding this amount shall not be accepted.
14.1 Bid Currency	The bid prices shall be quoted in Philippine Peso.
14.3 Payment	Payment of the contract price shall be made in Philippine Peso.
15.1 Bid Validity	Bids will be valid for one hundred twenty (120) calendar days from the date of the bid opening.
16.1 Bid Security	<p>The Bid Security shall be in the form of a Bid Securing Declaration (please refer to Form 4: Bid Securing Declaration), and any of the following forms and amounts:</p> <p>01. The amount of not less than THIRTY-FOUR MILLION EIGHT HUNDRED THOUSAND PESOS (₱34,800,000.00) ONLY, or 2% of the ABC, if bid security is in cash, cashier's/manager's check; <u>or</u></p> <p>02. The amount of not less than EIGHTY-SEVEN MILLION PESOS (₱87,000,000.00) ONLY, or 5% of the ABC, if bid security is in bank draft/guarantee, irrevocable letter of credit issued by a Universal or Commercial Bank, or Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>
16.2 Bid Security Validity	The Bid Security shall be valid for one hundred twenty (120) calendar days from the date of the bid opening. Should it become necessary to extend the validity of the bids and bid securities beyond 120 calendar days, the Procuring Entity concerned shall request in writing all those who submitted bids for such extension before the expiration date therefor. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their bid security.

16.3 Bid Security Substitution	Substitution of the bid security is not allowed.
19 Deadline for Submission of Bids	<p>The address and contact person for submission of bids is:</p> <p>RODEL D. CASTILLO Officer-in-Charge, BAC Secretariat Division Development Academy of the Philippines GF, DAP Bldg., San Miguel Avenue, Pasig City 1600 Telephone : (632) 8631-0921 loc. 133 Cellphone : 0908 880 8513 BAC Secretariat email : dapbacsec@dap.edu.ph</p> <p>The deadline for submission of bids is on 15 January 2026 (Thursday) at 10:00AM. Late bids shall not be accepted.</p>
21.5 Value Engineering	No further instructions.
22.1 Opening of Bids	<p>The date & time of bid opening is 15 January 2026 (Thursday) at 10:00AM.</p> <p>The place of bid opening Floor 6B, O.D Corpuz Hall 1 and 2 at DAP Building, San Miguel Ave., Ortigas Center, Pasig City. Bids will be opened in the presence of the Bidders' authorized representatives who choose to attend the activity.</p>
22.2(b) Manner of Opening of the Technical and Financial Proposals	The award criterion shall be made to the bidder whose bid has been determined to be the Lowest Calculated Responsive Bid (LCRB) . Thus, the BAC shall open the technical and financial proposals on the same day.
25.3 (b)(i) Evaluation of Bids based on Most Economically Advantageous Bid (MEAB) Criterion	Not applicable.
25.3 (b)(iii) Criteria for Quality and Price Proposals for determining the MEAB	Not applicable.
25.3(b) Quality-Price Ratio for MEAB	Not applicable.
25.3 (c)(i) Evaluation of Bids based on Most Advantageous Bid (MAB) Criterion	Not applicable.
25.5 (a) Partial Bids	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
25.5 (b) Arithmetical Corrections for Computational Errors	Bid correction shall be allowed.
25.6 Bids in Excess of the ABC	No further instructions.

26.1 Post-Qualification Documents	<p>The following documentary requirements shall be submitted within five (5) calendar days from notification from the BAC that the Bidder has the Lowest Calculated Bid:</p> <ol style="list-style-type: none"> 01. Valid and updated copy of the following eligibility documents supporting the Bidder's PhilGEPS certificate and registration: <ol style="list-style-type: none"> 01.1. Registration Certificate from SEC or DTI, or CDA, whichever is applicable; 01.2. Tax Clearance Certificate for FY2024 issued by the Bureau of Internal Revenue (BIR); 01.3. Audited Financial Statements for FY2023 and FY2024 stamped "received" by the BIR or its duly accredited and authorized institutions; 01.4. Valid PCAB License and Registration for "Building and Industrial Plant" (Project Kind) with at least "Large B" (Size Range) and "AAA" (License Category); and 01.5. Valid Mayor's / Business Permit issued by the city or municipality where the principal place of business is located, or the equivalent document for Exclusive Economic Zones or Areas. PROVIDED FURTHER, THAT THE PRINCIPAL BUSINESS ADDRESS SHALL MATCH WITH THE ADDRESS INDICATED IN ANY OF THE DOCUMENTS LISTED ABOVE. 02. Latest Applicable Annual Income Tax Return (ITR) for the Year 2023 and 2024 duly filed thru Electronic Filing and Payment System (eFPS) of the BIR as provided for under Executive Order No.398 or RR 3-2005 together with Filing and Payment References; 03. Latest Applicable Quarterly Value-Added Tax Returns (Quarterly VAT Form No. 2550-Q) for the quarter ending, per Revenue Regulations 3-2005; 04. Curriculum Vitae (CV) of all proposed Key Personnel. Bidder shall attach photocopy of valid PRC license/s and PTR (applicable only to professionals with PRC license), and photocopy of valid accreditation or certificate of the Safety Officer 3 and Materials Engineer II. Submit accomplished Form 10: Format of Curriculum Vitae (CV) for All Proposed Key Personnel to be assigned to the Project; 05. Clear and readable copy of the supporting documents for Bidder's Statement of all 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: <ol style="list-style-type: none"> 05.1. Photocopy of the Notice-of-Award (NOA); or 05.2. Photocopy of the Notice-to-Proceed (NTP); or 05.3. Photocopy of the contract for the project/s; and 05.4. Photocopy of the "Certificate of Work Accomplishment" or "Statement of Work Accomplished", as of the date of bid opening, signed by project owner or project engineer other than the contractor. 06. Clear and readable copy of the supporting documents for Bidder's Statement of Single Largest Completed Contract (SLCC):
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	<p>06.1. Certificate of Completion or Final Acceptance, whichever is applicable, issued by the project owner other than the contractor, or</p> <p>06.2. Final rating of at least “Satisfactory” in the Constructors Performance Evaluation System (CPES) or any similar performance evaluation documents.</p> <p>07. Clear and readable copy of the Constructors’ Performance Evaluation System (CPES) rating of at least “Satisfactory” or any similar performance evaluation documents, for the list of other completed similar contract/s with the government and/or private sector within the last 10 years;</p> <p>08. Clear and readable copy of the supporting documents for Bidder’s List of Available Equipment Units, as follows:</p> <p>08.1. Proof of Ownership for equipment units that are owned; or</p> <p>08.2. Certification of availability of equipment from the equipment lessor or vendor for the duration of the project, for equipment units that are under lease or purchase agreement, as the case may be.</p> <p>09. Bidder’s Company Profile indicating the following:</p> <p>09.1. Names of Principal Officers or composition of the Board of Directors;</p> <p>09.2. Name(s) of Owner / Stockholders;</p> <p>09.3. Line of Works / Services; and</p> <p>09.4. Folio of works completed (photo documentation).</p> <p><i>Note: If bidding as a Joint Venture (JV), each member of the JV shall comply with the submission of the above-mentioned documents.</i></p>
29.3(f) Signing of the Contract – other Contract Documents	<p>For contracting purposes, the successful Bidder shall submit eight (8) sets of the following project requirements within five (5) calendar days.</p> <p>A. Printed and certified true copies of the Bidder’s submitted technical and eligibility documents:</p> <p>01. PhilGEPS Certificate under Platinum Membership with the current and updated copy of the Class “A” eligibility documents, as follows:</p> <p>01.1. Registration Certificate from SEC or DTI, or CDA, whichever is applicable;</p> <p>01.2. Tax Clearance Certificate for FY2024 issued by the Bureau of Internal Revenue (BIR);</p> <p>01.3. Audited Financial Statements for FY2023 and FY2024 stamped “received” by the BIR or its duly accredited and authorized institutions;</p> <p>01.4. PCAB License and Registration for “Building and Industrial Plant” (Project Kind) with at least “Large B” (Size Range) and “AAA” (License Category);</p> <p>01.5. Mayor’s/Business Permit issued by the city or municipality where the principal place of business is located, or the equivalent document for Exclusive Economic Zones or Areas;</p>

	<p>02. Special PCAB License and Registration, in case of Joint Venture;</p> <p>03. Statement of All Ongoing government and private contracts, including contracts awarded but not yet started, if any;</p> <p>04. Statement of Single Largest Completed Contract (SLCC);</p> <p>05. NFCC computation of at least equal to the ABC;</p> <p>06. Joint Venture Agreement (JVA), if applicable;</p> <p>07. Bid Security in a form of a Bid Securing Declaration or any of the prescribed form and amount in accordance with ITB and BDS Clause 16.1;</p> <p>08. Proposed Organizational Chart showing the Bidder's Key Personnel to be deployed for the Project;</p> <p>09. List of Bidder's Key Personnel for the Project with qualification and work experience in accordance with BDS Clause 12.1(h)(ii);</p> <p>10. Curriculum Vitae (CV) of all proposed Key Personnel;</p> <p>11. Duly signed List of Bidder's available equipment units as specified in BDS Clause 12.1(h)(iii);</p> <p>12. Notarized Omnibus Sworn Statement;</p> <p>13. List of Completed Similar Contracts with the Government and/or Private Sector within the last ten (10) years, supported with the Contractors' Performance Evaluation System (CPES) rating of at least "Satisfactory" or any similar performance evaluation documents;</p> <p>14. Certificate of Site Inspection issued by DAP;</p> <p>15. Valid ISO 9001:2015 Certification; and</p> <p>16. Bidder's Company Profile indicating the (a) Names of Principal Officers or composition of the Board of Directors, (b) Name(s) of Owner / Stockholders, (c) Line of Works / Services, and (d) Folio of works completed (photo documentation).</p> <p>B. Printed and certified true copies of the Bidder's submitted financial documents:</p> <p>01. Financial Bid Form;</p> <p>02. Hard bound and signed (every page) copy of the Bill-of-Quantities (BOQ), in size-A3 paper; and,</p> <p>03. Signed print copy of the Summary of Bid Amounts per Division of Works.</p> <p>C. Printed, duly signed original and certified true copies of the following additional contract documents relevant to the Project:</p> <p>01. Proposed Construction Schedule (Gantt Chart) and S-Curve with monthly accomplishment and cash flow projections;</p> <p>02. PERT-CPM for the Project based on the Milestone Activities specified in Section VI. Schedule of Requirements and Specification reflecting the Critical Path activities;</p> <p>03. Proposed Workforce Schedule;</p>
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	<p>04. Equipment Utilization Schedule;</p> <p>05. Narrative Description of Construction Methodology and Procedure that will be used for implementation;</p> <p>06. Construction Safety & Health Program for the Project approved by the DOLE;</p> <p>07. Proposed Payment Schedule with planned actual dates;</p> <p>08. Hard bound copy of the Detailed Unit Price Analysis (DUPA), each copy shall be no more than 500 to 600 pages per hard bound. The Bidder/Contractor reserves the right to sign or not to sign every page of the printed DUPA;</p> <p>09. Quantity Take off and Detailed Estimate in accordance to the requirements of COA;</p> <p>10. Performance Security in the prescribed form and amount in accordance with BDS Clause 30.3;</p> <p>11. Contractor's All Risk Insurance; and</p> <p>12. USB Thumb Drive containing electronic-copies of all contract documents listed above.</p>							
30.2 Posting Performance Securing Declaration	Not applicable.							
30.3 Performance Security	<p>01. The Winning Bidder shall post and submit its Performance Security prior to the signing of the contract, within ten (10) calendar days from receipt of the Notice of Award from the DAP.</p> <p>02. The Performance Security shall not be less than the percentage of the total contract price in accordance with the following price schedule:</p> <table border="1"> <thead> <tr> <th>Form of Performance Security</th><th>Amount of Performance Security</th></tr> </thead> <tbody> <tr> <td>a) Cash or Cashier's or Manager's check issued by a bank.</td><td rowspan="2">Ten percent (10%)</td></tr> <tr> <td>b) Bank draft or guarantee or irrevocable Letter of Credit issued by a local bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank.</td></tr> <tr> <td>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security.</td><td>Thirty Percent (30%)</td></tr> </tbody> </table> <p>03. The performance security shall be denominated in Philippine Peso and posted in favor of the DAP, which shall be forfeited in the event it is established that the Winning Bidder is in default in any of its obligations under the Contract.</p> <p>04. The performance security shall remain valid until issuance by DAP of the Certificate of Final Acceptance.</p>	Form of Performance Security	Amount of Performance Security	a) Cash or Cashier's or Manager's check issued by a bank.	Ten percent (10%)	b) Bank draft or guarantee or irrevocable Letter of Credit issued by a local bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank.	c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security.	Thirty Percent (30%)
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c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security.	Thirty Percent (30%)							

	<p>05. The performance security may be released by DAP after the issuance of the Certificate of Final Acceptance, subject to the following conditions: (a) DAP has no claims filed against the Contract Awardee or the Surety Company in accordance with Sec. 68.6 of the NGPA IRR of RA 12009; and (b) other terms of the contract.</p> <p>06. The Winning Bidder shall post an additional performance security following the schedule above to cover any cumulative increase of more than ten percent (10%) over the original value of the contracts as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Winning Bidder shall cause the extension of the validity of the Performance Security to cover approved contract time extensions.</p> <p>07. In case of Surety Bond callable upon demand, the Winning Bidder acknowledges, understood, and accepts that:</p> <p>07.1. Callable upon demand refers to the surety company's absolute, primary, and direct responsibility and liability to the DAP for an obligation that is accessory or collateral to the valid principal obligation contracted by a Bidder/Contractor by virtue of the surety company's undertaking to be bound solidarily with the bidder;</p> <p>07.2. Surety company must not be included in the Negative List of the GPPB-TSO;</p> <p>07.3. Surety company must be a Valid Platinum Member of the PhilGEPS, a copy of the Valid Certificate of Platinum Membership must be submitted along with the Surety Bond;</p> <p>07.4. The winning bidder shall post an additional performance security following the schedule above to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The winning bidder shall cause the extension of the validity of the Performance Security to cover approved contract time extensions; and</p> <p>07.5. The Winning Bidder shall submit to DAP the extended / renewed Surety Bond within one (1) month covering the approved contract time extension/s.</p> <p>08. In the event that the Winning Bidder failed/defaulted to perform its contractual obligations, or committed infractions/violations of the approved construction rules and regulations or any of the grounds for termination of contract, as prescribed under Section 71.4 of the IRR of RA 12009, the DAP shall forfeit the Performance Security pursuant to Sections 99, 100, and 101 of the same IRR.</p> <p>09. Further, the following shall be followed as minimum requirements:</p> <p>09.1. The Surety Company or the Insurer issuing the Performance Security or Surety Bond shall write the DAP a letter describing the process and procedures that shall be done in order for DAP to be entitled to a claim in case the Contractor</p>
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	<p>fails to comply with its contractual obligations pertaining to this Project;</p> <p>09.2. The letter should include the Checklist of Supporting Documents that shall be required if DAP opts to file claim against the Performance Security or Surety Bond that the Surety Company or Insurer had issued;</p> <p>09.3. The duration of the <u>validity of claim</u> shall also be specified in the letter;</p> <p>09.4. DAP reserves the right to reject or to refuse the Performance Security or Surety Bond submitted by the Bidder if its chosen Surety Company or Insurer refuses to provide the Letter, as explained above. In such case the award shall be recalled and DAP may consider the next ranked eligible Bidder for possible award.</p>
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Nothing Follows

Section IV. General Conditions of Contract

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Nothing Follows

1) GENERAL TERMS

In this Contract, the following terms shall be interpreted as indicated:

- 1.1 The **Intended Completion Date** refers to the date specified in the **SCC** when the Contractor is expected to have completed the Works. The intended Completion Date may be revised only by the Procuring Entity by issuing an extension of time or an acceleration order.
- 1.2 The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the **SCC**.
- 1.3 The **Site** is the place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the **SCC**, or notified to the Contractor by the Procuring Entity as forming part of the Site.
- 1.4 The **Start Date**, as specified in the **SCC**, is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- 1.5 **Work(s)** refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the **SCC**. In line with this, Temporary Works are works designed, constructed, and installed by the Contractor that are needed for construction or installation of the Permanent Works, which are subsequently removed.

2) INTERPRETATION

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

- e) Special Conditions of Contract;
- f) General Conditions of Contract;
- g) Specifications;
- h) Bill of Quantities; and
- i) Drawings.

3) GOVERNING LANGUAGE AND LAW

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

4) COMMUNICATIONS

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

5) POSSESSION OF SITE

- 5.1 On the date specified in the **SCC**, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 5.2 If possession of a portion is not given by the date stated in the **SCC** Clause 1.3, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay shall be in accordance with **GCC** Clause 44.
- 5.3 The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at its own cost any additional facilities outside the Site required by it for purposes of the Works.
- 5.4 The Contractor shall allow the Procuring Entity and any person authorized by the Procuring Entity access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.

6) THE CONTRACTOR'S OBLIGATIONS

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

7) SUBCONTRACTING

- 7.1 Unless otherwise indicated in the **SCC**, the Contractor shall not subcontract portions of the Works beyond the percentage specified in **BDS** Clause 8.1. If subcontracting is allowed, the arrangement, including the timing for submission of the subcontractor's eligibility documents, shall be disclosed.

7.2 For subcontracting arrangements, the following rules shall apply for both locally-funded projects and to projects financed through Official Development Assistance, except those covered by treaty, or international, or executive agreements:

- a) The subcontracted portion of the contract shall be subject to the approval of the HoPE and the following conditions:
 - i) The subcontracted portion shall not exceed fifty percent (50%), or a different percentage on a per project basis as approved by the GPPB. The threshold percentages fixed herein shall be subject to the periodic review and adjustments as may be deemed appropriate by the GPPB; and
 - ii) The subcontracted portion shall be limited to components that are not deemed "significant or material" to the project as determined by the Procuring Entity.
- b) Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the Bidding Documents;
- c) Subcontractors must meet the eligibility criteria and shall submit the same eligibility documents as the general contractor.

Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the procurement project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor;
- d) The general contractor shall remain liable for the subcontractor's actions, defaults, delays, and negligence;
- e) The general contractor and the subcontractor are obliged to comply with the provisions of the contract and shall share liability, jointly and severally, in cases of violation of safety standards or other labor standards insofar as the subcontracted portion is concerned; and
- f) For purposes of post-qualification in accordance with its objective and process under the IRR, the value of the entire completed and accepted Project, including the subcontracted portion, shall be credited as experience of the general contractor. In the case of the subcontractor, the following rules shall apply:
 - i) The subcontractor shall get credit for one hundred percent (100%) of the value of the subcontracted portion of the project performed;
 - ii) Subcontractors shall be eligible to concessional windows of GFIs that treat receivables from the government as loan security; the receivables of subcontractors due from their general contractor shall similarly be accepted as loan security by GFIs; and

- iii) Contract performance monitoring, such as the use of CPES, among others, shall also be mandatorily applied to the work experience of the subcontractors.

8) ADVANCE PAYMENT

- 8.1 The Procuring Entity shall make an advance payment on the Contract Price 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**.
- 8.2 The advance payment shall be made only upon:
 - i) Written request of the contractor which shall form part of the contract document; and
 - ii) Submission of an irrevocable standby Letter of Credit of equivalent value from a bank as confirmed by the Procuring Entity; a bank guarantee; or a surety bond callable upon demand issued by a duly licensed surety or insurance company, at the option of the Procuring Entity.
- 8.3 The advance payment shall be recovered from the Contractor through deductions in amounts equivalent to the percentage of the total contract price that corresponds to the value of the advance payment granted.
- 8.4 Once a month, Contractors may submit documents, such as Monthly Certificates,⁵ to show the progress or partial completion of a project. The Contractor may reduce its standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates, or any equivalent document subject to auditing and accounting rules, in the advance payment.

9) PROGRESS PAYMENTS

- 9.1 Once a month, the Contractor may submit a statement of work accomplished (SWA) or progress billing and corresponding request for progress payment for work accomplished. The SWA should show the amounts which the Contractor considers itself to be entitled to up to the end of the month, to cover (i) the cumulative value of the Works it executed to date, based on the items in the Bill of Quantities, and (ii) adjustments made for approved Variation Orders executed. Alternatively, the Procuring Entity may require in the Bidding Documents that the SWA or progress billing and the corresponding request for progress payment may only be submitted upon actual completion of the Infrastructure Project or a specific portion, segment, milestone or phase thereof.

The Procuring Entity or Project Engineer shall check the Contractor's SWA and certify the amount to be paid to the Contractor as progress payment. Materials and equipment delivered onsite but not yet incorporated in the Works shall not be included for payment, except as otherwise stipulated in the **SCC**.

⁵ Commission on Audit (COA) Circular 2012-001.

- 9.2 The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the Contractor as progress payment:
- a) Cumulative value of the work previously certified and paid for.
 - b) Portion of the advance payment to be recouped.
 - c) Retention money in accordance with the conditions of the contract.
 - d) Amount to cover third-party liabilities.
 - e) Amount to cover uncorrected discovered defects in the Works.
- 9.3 Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity within twenty-eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.
- 9.4 The first progress payment may be paid by the Procuring Entity to the Contractor, as indicated in the **SCC**; Provided, That at least a percentage of the Works has been accomplished as certified by the Procuring Entity and as indicated in the **SCC**.
- 9.5 Items of the Works for which a price of "0" (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

10) PAYMENT DOCUMENTS

- 10.1 Subject to existing accounting and auditing rules and regulations,⁶ the Contractor shall submit to the Procuring Entity monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 10.2 The Procuring Entity shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 10.3 The value of Work executed shall:
- a) be determined by the Procuring Entity;
 - b) comprise the value of the quantities of the items in the Bill of Quantities completed; and
 - c) include the valuations of approved variations.
- 10.4 The Procuring Entity may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

⁶ COA Circular No. 2012-001.

11) RETENTION

- 11.1 The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Clause 11.2. The said amount will serve to guarantee indemnity for uncorrected discovered defects and third-party liabilities arising from this Contract. This retention money shall be utilized if the contractor fails to repair the discovered defects. Should the retention money be insufficient, the PE may forfeit the performance security, which may ultimately lead to the termination of the contract.⁷
- 11.2 Progress payments are subject to retention of ten percent (10%) referred to as the retention money. Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of the Works, as determined by the Procuring Entity, are completed.
- If, after fifty percent (50%) completion, the work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed, which may be decreased to 5 percent (5%) by the Procuring Entity based on justifiable causes.⁸
- 11.3 The total retention money shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby Letters of Credit from a bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to Government; Provided, That the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.
- 11.4 On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee in a form acceptable to the Procuring Entity.

12) PERFORMANCE SECURITY

- 12.1 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 winning Contractor shall furnish the performance security in any of the forms prescribed in **ITB** Clause 30 in relation to **BDS** Clause 30.2 and 30.3.

⁷ Supreme Court rulings (e.g. New Bian Yek Commercial, Inc. vs. Office of the Ombudsman, et. al., GR No. 169338[2009], and Tondo Medical Center vs. Rante, G.R. No. 230645 [2019] have affirmed this purpose, stating that retention money is a form of security to ensure the satisfactory completion of works and to cover any defects or third-party claims that may arise after project completion.

⁸ Section 71.2.8 of the IRR.

- 12.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the contract.
- 12.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance. In case the performance security issued is valid for a specific period shorter than the term of the contract, including the defects liability period, the same shall be renewed or extended as often as necessary and immediately submitted to the Procuring Entity. In case of approved contract time extensions, the Contractor shall cause the extension of the validity of the performance security to cover the said extensions.
- 12.4 The performance security may be released by the Procuring Entity after the issuance of the Certificate of Final Acceptance; Provided, That the Procuring Entity has no claims filed against the performance security.
- 12.5 The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause 30 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of change orders, extra work orders and supplemental agreements, as the case may be.
- 12.6 In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.
- 12.7 Unless otherwise indicated in the **SCC**, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act No. 3688⁹ 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.

13) DETAILED ENGINEERING AND SITE INVESTIGATION REPORTS

- 13.1 The Contractor, in preparing the Bid, shall rely on all Site Investigation Reports referred to in the **SCC** supplemented by any information obtained by the Contractor.
- 13.2 Detailed engineering shall proceed only on the basis of the feasibility or preliminary engineering study made which establishes the technical viability of the project and conformance to land use and zoning guidelines prescribed by existing laws. The findings contained in the feasibility study, if undertaken for the project, shall be examined. If, in the course of this exercise, it is found that amendments would be desirable in the design standards of principal features, as proposed, specific recommendations for such changes shall be supported

⁹ Also known as "An Act for the Protection of Persons Furnishing Material and Labor for the Construction Of Public Works".

by detailed justifications, including their effects on the cost, and the economic justifications, if necessary.

13.3 A schedule of detailed engineering activities shall include the following:

- a) Survey;
- b) Site Investigation;
- c) Soils and Foundation Investigation;
- d) Construction Materials Investigation;
- e) Preparation of Design Plans;
- f) Preparation of Technical Specifications;
- g) Preparation of Quantity and Cost Estimates;
- h) Preparation of Scope of Work;
- i) Preparation of Proposed Construction Schedule (and estimated Cash Flow for projects with Schedule over six (6) months);
- j) Preparation of Site or Right-of-Way Plans including Schedule of Acquisition;
- k) Preparation of Utility Relocation Plan;
- l) Preparation and Submission of Design Report;
- m) Environmental Impact Statement for critical project, as defined by the Department of Environment and Natural Resources;
- n) Preparation of minimum requirements for a Construction Safety and Health Program for the project being considered;
- o) Value Engineering Studies; and
- p) Preparation of report on asset climate hazards, risk assessment, disaster response strategies, and readiness planning.

13.4 Work under detailed architectural and engineering design shall include, among others, the items stated in Section 8.3 of the IRR.

14) LICENSES AND PERMITS

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

15) CONTRACTOR'S RISK AND WARRANTY SECURITY

15.1 From the time project construction commenced up to final acceptance, the Contractor shall assume full responsibility for any damage or destruction of the works, except those occasioned by force majeure; and the safety, protection, security, and convenience of its personnel, third parties, and the public at large,

as well as the works, equipment, installation and the like to be affected by its construction work.

- 15.2 The defects liability period for infrastructure projects shall be one (1) year from project completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at its own expense, of any damage to the Works on account of the use of materials of inferior quality, defects in the construction, or due to any violation of the terms of the contract, within ninety (90) calendar days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
- 15.3 The defects liability period shall be covered by the performance security of the Contractor required in Section 68 of the IRR, which shall guarantee that the Contractor performs its responsibilities stated in **GCC** Clause 15.1 Unless otherwise indicated in the **SCC**, in case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall forfeit its performance security, subject its properties to attachment or garnishment proceedings, and may impose the appropriate penalty under Sections 99, 100, and 101 of the IRR. All payables of the GoP in its favor shall be offset to recover the costs.
- 15.4 The following persons shall be held responsible for “Structural Defects,” i.e., major faults or flaws or deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or “Structural Failures,” i.e., where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:
- a) Contractor – Where Structural Defects or Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the Contractor shall be held liable;
 - b) Consultants – Where Structural Defects or Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
 - c) Procuring Entity’s Representatives or Project Manager or Construction Managers and Supervisors – The project owner’s representative, project manager, construction manager, and supervisor shall be held liable in cases where the Structural Defects or Failures are due to their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications and the use of substandard construction materials in the project;
 - d) Third Parties - Third Parties shall be held liable in cases where Structural Defects or Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works; and

- e) Users - In cases where Structural Defects or Failures are due to abuse or misuse by the End-User or Implementing Unit of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.

15.5 The warranty against Structural Defects or Failures, except those occasioned by force majeure, shall cover the period specified in the **SCC** reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. On the other hand, such warranty shall likewise be applied against non-structural defects for instances that pertain to faults or deficiencies in non-load bearing components or finishes of the Project, such as minor cracks, leaks, or defects in workmanship or materials, which do not affect the stability or safety of the structure but may impact its appearance, functionality, or usability.

15.6 To guarantee that the Contractor shall perform its responsibilities, it shall be required to post a warranty security, which shall be stated in Philippine Peso, in the form chosen by the Procuring Entity in accordance with the following schedule:

Form of Warranty	Amount of Warranty Security Not less than the Percentage (%) of Total Contract Price
(a) Cash or letter of credit issued by bank; Provided, however, that the letter of credit shall be confirmed or authenticated by a local bank, if issued by a foreign bank. For biddings conducted by LGUs, the Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Five Percent (5%)
(b) Bank guarantee confirmed by bank. For biddings conducted by LGUs, the bank draft/guarantee may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Ten Percent (10%)
(c) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission	Thirty Percent (30%)

15.7 The warranty security shall be stated in Philippine Peso and shall remain effective within one (1) year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of the said one (1) year period. This one (1) year period shall cover both structural and non-structural defects or failures; Provided, that in cases of structural defects or failures, warranties beyond the one (1) year period shall be subject to applicable laws, rules, and regulations such as the New Civil Code of the Philippines.

- 15.8 In case of structural/non-structural defects or failure occurring during the applicable warranty period provided in **GCC** Clause 15.5, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein upon demand, without prejudice to the imposition of administrative sanctions as prescribed by RA No. 12009 and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

16) PROCURING ENTITY'S RISK

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

17) INSURANCE

- 17.1 The Contractor shall, under its name and at its own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:
- a) Contractor's All Risk Insurance, with an exception for Simple Infrastructure Projects, as applicable;
 - b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
 - c) Personal injury or death of Contractor's employees; and
 - d) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.
- 17.2 The Contractor shall provide evidence to the Procuring Entity that the insurances required under this Contract have been effected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity.
- 17.3 The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall

produce to the Procuring Entity the insurance policies in force including the receipts for payment of the current premiums.

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

- 17.4 If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance required to be obtained under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 17.5 In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under **GCC** Clause 9 until the Contractor complies with this Clause.
- 17.6 The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:
- a) The issuer of the insurance policy to be replaced has:
 - i) become bankrupt;
 - ii) been placed under receivership or under a management committee;
 - iii) been sued for suspension of payment;
 - iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies has been cancelled; or
 - v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

18) LIQUIDATED DAMAGES

- 18.1 When the Contractor fails to satisfactorily complete the Works under the contract within the specified contract duration, inclusive of duly granted time extensions, if any, the Contractor shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the Works for every day of delay.
- 18.2 In computing liquidated damages, the Procuring Entity shall determine the usability of the project. A project or a portion thereof may be deemed usable

when it starts to provide the desired benefits as certified by the End-User or Implementing Unit and approved by the HoPE.

- 18.3 To be entitled to liquidated damages, the Procuring Entity does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due, or which may become due the Contractor under the contract, collected from the retention money or other securities posted by the Contractor, or a combination thereof, whichever is convenient to the Procuring Entity.
- 18.4 In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
- 18.5 If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment schedule.

19) SETTLEMENT OF DISPUTES

- 19.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement.
- 19.2 In case of failure to settle the dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) to promote efficiency in the procurement process. Accordingly, they are encouraged to select the most expeditious mode of ADR available.

If arbitration is chosen as the ADR method, this shall be incorporated as a provision in the contract and referred to the Arbitrator specified in the **SCC**.
- 19.3 If the dispute remains unresolved after exhausting the remedies provided above, it may be submitted to other forms of ADR, such as mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof, in accordance with RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". However, disputes that are within the competence or jurisdiction of the Construction Industry Arbitration Commission shall be referred to the same for resolution.¹⁰

20) 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.

21) TERMINATION FOR BREACH OF CONTRACT

- 21.1 The Procuring Entity shall terminate the contract for breach thereof when any of the following conditions are present:

¹⁰ Executive Order No. 1008 (Construction Industry Arbitration Law); and Construction Industry Arbitration Commission Revised Rules of Procedure.

- a) Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree No. 1870, s. 1983;
- b) Due to the Contractor's fault and after the contract time has expired, it has incurred a negative slippage of ten percent (10%) or more in the completion of the work;
- c) The Contractor abandons the contract works, plainly demonstrates an intention not to continue the performance of the Contractor's obligations under the contract, refuses or fails to comply with the Procuring Entity's instructions, or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
- d) When the Contractor, without reasonable excuse, fails to comply with the Notice of Rejection given by the Project Engineer that, after examination therein, the Infrastructure Project is found to be defective or otherwise not in accordance with the Contract, or a Project Engineer's instruction to conduct remedial work, within 30 days after receiving the said notice;
- e) The Contractor does not actually have on the project site the minimum essential equipment listed on the Bid necessary to prosecute the Works in accordance with the approved work plan and equipment deployment schedule as required for the project;
- f) The Contractor does not execute the Works in accordance with the contract or persistently or flagrantly neglects to carry out its obligations under the contract;
- g) The Contractor neglects or refuses to remove materials or to perform a new work that has been rejected as defective or unsuitable;
- h) The Contractor subcontracts any part of the contract works without approval by the Procuring Entity; or
- i) The Contractor becomes bankrupt or insolvent; goes into liquidation, administration, reorganization, winding-up, or dissolution; becomes subject to the appointment of a liquidator, receiver, administrator, manager, or trustee; enters into a composition or arrangement with the Contractor's creditors; or any act is done or any event occurs which is analogous to or has a similar effect to any of these acts or events under applicable laws.

21.2 All materials on the Site, Plant, Works, including Equipment paid under this Contract, including those identified by the Procuring Entity in the **SCC** pursuant to GCC Clause 9.1, shall be deemed to be the property of the Procuring Entity if this Contract is terminated because of the Contractor's breach.

22) TERMINATION DUE TO FORCE MAJEURE

22.1 For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which could not have been foreseen, or though foreseen, was inevitable. It shall not include ordinary

unfavorable weather conditions, and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.

- 22.2 If this Contract is discontinued by an outbreak of war or by any other similar event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving the certificate and shall be paid for all Works carried out before receiving it and for any Work carried out afterwards to which a commitment was made by the Procuring Entity.
- 22.3 If the event continues for a period of eighty-four (84) days, either party may then give notice of termination, which shall take effect twenty-eight (28) days after the giving of the notice.
- 22.4 After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant, in relation to GCC Clause 9.1 and 21.2, adjusted by the following:
- (a) any sum to which the Contractor is entitled under **GCC** Clause 30; and
 - (b) any sum to which the Procuring Entity is entitled.
- 22.5 The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

23) TERMINATION BY CONTRACTOR

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

- a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of this Contract;
- b) Substantial failure of the Procuring Entity to perform its obligations under the contract, and such failure constitutes a material breach of the Procuring Entity's obligations under the contract;
- c) Prolonged suspension by the Procuring Entity, through no fault of the Contractor, which affects the substantial part of the Infrastructure Project; or
- d) The prosecution of the Work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

24) TERMINATION FOR CONVENIENCE

The Procuring Entity, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time, if it has determined the existence of any of the following conditions that make contract implementation economically, financially, or technically impractical or unnecessary:

- a) If physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE; or
- b) The HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous events, changes in laws and government policies.

25) TERMINATION FOR UNLAWFUL ACTS

The Procuring Entity may terminate the contract in case it is determined prima facie that the Contractor, including any joint venture partner therein, has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. These unlawful acts include, but are not limited to, the following:

- a) Corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1, unless otherwise specified in the **SCC**;
- b) Drawing up or using forged documents;
- c) Using adulterated materials, means, or methods, or engaging in production contrary to rules of science or trade; or
- d) Any other act analogous to the foregoing.

26) TERMINATION FOR OTHER CAUSES

- 26.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate this Contract for the convenience of the Procuring Entity if physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE; or if the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous events, changes in laws and government policies.
- 26.2 The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.
- 26.3 Other breaches of Contract shall include, but shall not be limited to, the following:
 - a) The Contractor stops work for twenty-eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity;
 - b) The Procuring Entity instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty-eight (28) days;
 - c) A payment certified by the Procuring Entity is not paid to the Contractor within eighty-four (84) days from the date of the Procuring Entity's certificate;

- d) The Procuring Entity gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity;
 - e) The Contractor does not maintain a Security, which is required; and
 - f) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **GCC** 18.
- 26.4 The Funding Source or the Procuring Entity, as appropriate, will seek the imposition of administrative sanctions as prescribed by RA No. 12009 and without prejudice to the imposition of civil and criminal sanctions as provided under applicable against individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.
- 26.5 When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity in order to terminate the existing contract for a cause other than those listed under **GCC** Clause 26.3, the Procuring Entity shall decide whether the breach is fundamental or not.
- 26.6 If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

27) PROCEDURES FOR TERMINATION OF CONTRACTS

- 27.1 The following provisions shall govern the procedures for the termination of this Contract:
- a) **Verification** - Upon receipt of a written report of acts or causes which may constitute grounds for termination as aforementioned, or upon its own initiative, the End-User or Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such grounds and cause the execution of a Verified Report, with all relevant evidence attached;
 - b) **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the Contractor conveying the termination of the contract. The notice shall state:
 - (i) that the Contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Contractor to show cause as to why this contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.

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

- c) **Show Cause** - Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract;
- d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Contractor's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- e) **Decision** - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate the contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Contractor of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.
- f) **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist him in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE
- g) **Take-over of Contracts** - If a Procuring Entity terminates the contract due to default, insolvency, or for cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35.3 of the IRR.
- h) **Notice by Contractor** - The Contractor must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

27.2 Notwithstanding Section 99 of RA No. 12009 and as provided by applicable laws, the Procuring Entity shall impose on Contractors after the termination of the contract, the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, as stated in the **SCC**.

28) APPROVAL OF DRAWINGS AND TEMPORARY WORKS BY THE PROCURING ENTITY

- 28.1 All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity before its use.
- 28.2 The Contractor shall be responsible for design of Temporary Works.
- 28.3 The Procuring Entity's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

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

29) ACCELERATION AND DELAYS ORDERED BY THE PROCURING ENTITY

- 29.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- 29.2 If the Contractor's Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

30) CONTRACTOR'S RIGHT TO CLAIM

If the Contractor incurs cost as a result of any of the events under **GCC** Clauses 22, 23 and 24 in relation to **GCC** Clause 20, the Contractor shall be entitled to the amount of such cost. If as a result of any of the said events, it is necessary to change the Works, this shall be dealt with as a Variation.

31) DAYWORKS

- 31.1 Subject to **GCC** Clause 40 on Variation Order, and if applicable as indicated in the **SCC**, the Contractor shall determine the Dayworks rates to be included or indicated in the Bid. The Dayworks rates in the Contractor's bid shall be used for small additional amounts of work only when the Procuring Entity has given written instructions in advance for additional work to be paid for in that way.
- 31.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity within two (2) days of the work being done.
- 31.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms from both the Procuring Entity and Contractor.

32) EARLY WARNING

- 32.1 The Contractor shall warn the Procuring Entity at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works.
- 32.2 The Contractor shall cooperate with the Procuring Entity in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity. Should such events or circumstances arise which increase the Contract price or delay the execution of Works, the provisions on variation order shall apply.

33) PROGRAM OF WORK

- 33.1 Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.

- 33.2 An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 33.3 The Contractor shall submit to the Procuring Entity 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 may withhold the amount stated in the **SCC** from the next payment schedule and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.
- 33.4 The Procuring Entity's approval of the Program of Work shall not alter the Contractor's obligations. A revised Program of Work produced by the Contractor shall show the effect of any approved Variations, and shall include all Variations. The Contractor may revise the Program of Work, based on the Variation Order, and submit it to the Procuring Entity again.
- 33.5 When the Program of Work is updated, the Contractor shall provide the Procuring Entity with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

34) MANAGEMENT CONFERENCES

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

35) BILL OF QUANTITIES

- 35.1 The Bill of Quantities shall contain items of work for the construction, installation, testing, commissioning of work, materials, and labor among others, to be done by the Contractor.
- 35.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 35.3 If the final quantity of any work item completed differs from the quantity indicated in the Bill of Quantities, and the difference does not exceed twenty-five percent (25%) of the original quantity for that item, the Procuring Entity shall adjust the Contract accordingly.

This shall be allowed only if the total amount of all such changes does not go beyond ten percent (10%) of the total Contract price, subject to applicable laws, rules, and regulations.

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

36) INSTRUCTIONS, INSPECTIONS AND AUDITS

- 36.1 The Procuring Entity shall at all reasonable times during construction of the Works be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.
- 36.2 If the Procuring Entity instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. In the absence of any defect, the test shall be a compensation event with no adverse consequences to the contractor.
- 36.3 The Contractor shall permit the Funding Source named in the **SCC** to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

37) IDENTIFYING DEFECTS

The Procuring Entity shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Entity may instruct the Contractor to check noted defects and test any work that the Procuring Entity considers as substandard and/or defective.

38) CORRECTION OF DEFECTS

- 38.1 The Procuring Entity shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is one (1) year from project completion up to final acceptance by the Procuring Entity.
- 38.2 Every time notice of a defect is given, the Contractor shall correct the notified defect within ninety (90) calendar days from the time the HoPE has issued an order to undertake repair.
- 38.3 The Contractor shall correct the defects which they notice themselves before the end of the Defects Liability Period.
- 38.4 The Procuring Entity shall certify that all defects have been duly corrected.

39) UNCORRECTED DEFECTS

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

40) VARIATION ORDERS

- 40.1 Variation Orders may be issued by the Procuring Entity to cover any increase or decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the "as staked plans" or construction drawings prepared after a joint survey by the Contractor and the Government after award of the contract.

Provided, that in case of positive or additive Variation Order/s, the cumulative amount thereof shall not exceed ten percent (10%) of the original contract price; Provided, further, That the scope of works shall not be reduced as to accommodate a positive Variation Order. In all cases, the addition of works under Variation Orders should be within the general scope of the project as bid and awarded.

- 40.2 Any cumulative positive Variation Order beyond ten percent (10%) of the original contract price shall be the subject of another procurement project to be bid out if the Works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE, upon the recommendation of the End-User or Implementing Unit, may authorize positive Variation Order/s resulting to a cumulative value of the positive Variation Orders beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price.

All progress payments shall first be charged against the advance payment until the latter has been fully exhausted, at the option of the Procuring Entity.

- 40.3 A Variation Order may either be in the form of a Change Order or Extra Work Order:

- a) A Change Order may be issued by the HoPE or duly authorized representative to cover any increase or decrease in quantities of original work items in the contract.
- b) An Extra Work Order may be issued by the implementing official to cover the introduction of new work necessary for the completion, improvement or protection of the project which was not included as items of work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work or character provided for in the contract.

- 40.4 For Variation Orders, the Contractor shall be paid for additional work items whose unit prices shall be derived based on the following:

- a) For additional or extra works duly covered by Change Orders involving work items which are exactly the same or similar to those in the original contract, the applicable unit prices of work items original contract shall be used.

- b) For additional or extra works duly covered by Extra Work Orders involving new work items that are not in the original contract, the unit prices of the new work items shall be based on the direct unit costs used in the original contract (e.g., unit cost of cement, rebars, form lumber, labor rate, equipment rental, etc.). All new components of the new work item shall be fixed prices; Provided, the same is acceptable to both the Government and the Contractor; Provided further, That the direct unit costs of new components shall be based on the Contractor's estimate as validated by the Procuring Entity concerned via documented canvass in accordance with existing rules and regulations. The direct cost of the new work item shall then be combined with the mark-up factor (i.e., taxes and profit) used by the Contractor in its bid to determine the unit price of the new work item.

40.5 Under no circumstances shall a Contractor proceed to commence work under any Change Order or Extra Work Order unless it has been approved by the HoPE or its duly authorized representative. However, under any of the following conditions, the Procuring Entity's representative or Project Engineer may, subject to the availability of funds and within the limits of its delegated authority, allow the immediate start of work under any Change Order or Extra Work Order:

- a) In the event of an emergency where the prosecution of the work is urgent to avoid detriment to public service, or damage to life and/or property; and/or
- b) When time is of the essence;

Provided, however, that such approval is valid on work done up to the point where the cumulative increase in value of work on the project which has not yet been duly fully approved does not exceed five percent (5%) of the adjusted original contract price.

Provided, further, that immediately after the start of work, the corresponding Change Order or Extra Work Order shall be prepared and submitted for approval in accordance with the abovementioned rules. Payments for Works satisfactorily accomplished on any Change Order or Extra Work Order may be made only after approval of the same by the HoPE or its duly authorized representative.

Provided, finally, that for a Change Order or Extra Work Order involving a cumulative amount exceeding five percent (5%) of the original contract price, no work thereon may be commenced unless said Change Order or Extra Work Order has been approved by the HoPE or its duly authorized representative.

41) CONTRACT COMPLETION

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

42) SUSPENSION OF WORK

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

43) PAYMENT ON TERMINATION

- 43.1 If the Contract is terminated because of a breach of Contract by the Contractor, the Procuring Entity shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate, and less the percentage to apply to the value of the work not completed, as indicated in the **SCC**. Additional liquidated damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment

due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

- 43.2 If the Contract is terminated for the Procuring Entity's convenience, or due to a breach of Contract by the Procuring Entity, the Procuring Entity shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 43.3 The net balance due shall be paid or repaid within twenty-eight (28) days from the notice of termination.
- 43.4 If the Contractor has terminated the Contract under **GCC** Clauses 23 to 24, the Procuring Entity shall promptly return the Performance Security to the Contractor.

44) EXTENSION OF CONTRACT TIME

- 44.1 Should the amount of additional work or other special circumstances warrant the entitlement of the Contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; Provided, That the Contractor has notified the Procuring Entity of its claim for extension of contract time prior to the expiration of the contract time, and within thirty (30) calendar days after the additional work has been commenced or the circumstances leading to such claim have arisen, as the case may be, in order to give the Procuring Entity the opportunity to investigate the claim. Failure to provide such notice shall constitute a waiver of such a claim by the Contractor. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time to complete the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.
- 44.2 No extension of contract time shall be granted to the Contractor due to ordinary unfavorable weather conditions and inexcusable negligence of the Contractor to provide the required equipment, supplies, or materials.
- 44.3 Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT, CPM, Precedence Diagram Method or any other project management tool.
- 44.4 No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.
- 44.5 Extension of contract time may be granted in the cases indicated in the **SCC**.
- 44.6 The written consent of the bank, or surety or insurance company, as the case may be, must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

- 44.7 The Procuring Entity shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.
- 44.8 The Procuring Entity shall decide whether and by how much to extend the Intended Completion Date within twenty (20) days of the Contractor asking the Procuring Entity for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

45) PRICE ESCALATION

In the event of an extraordinary increase in prices of specific components of the Infrastructure Project, price escalation may be considered, subject to prior approval of the GPPB. If the cost of construction components increases by more than ten percent (10%) of the unit price of work items, as determined against the prevailing price indices of the PSA, a price escalation may be authorized at a no-loss, no-gain basis, using the appropriate formula prescribed by the GPPB. For the purpose of this Section, the PSA shall ensure that its price indices are region-specific and updated on a monthly basis

46) COMPLETION

The Contractor shall request the Procuring Entity to issue a Certificate of Completion of the Works, and the Procuring Entity will do so upon determining that the work is completed.

47) TAKING OVER

The Procuring Entity shall take over the Site and the Works within seven (7) days from the date of issuance of a Certificate of Completion; Provided, that it shall not release the Contractor of its responsibilities within the defects liability period.

48) OPERATING AND MAINTENANCE MANUALS

- 48.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **SCC**.
- 48.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **SCC**, or they do not receive the Procuring Entity’s approval, the Procuring Entity shall withhold the amount stated in the **SCC** from payments due to the Contractor.

Nothing Follows

Section V. Special Conditions of Contract

GCC Clause	Details of SPECIAL CONDITIONS OF CONTRACT
1.1 Intended Completion Date	The project should be completed within THREE (3) calendar years inclusive of Saturdays, Sundays and Holidays from the date of receipt of the Notice-To-Proceed issued by DAP.
1.2 Procuring Entity	The Procuring Entity is the: Development Academy of the Philippines DAP Building, San Miguel Avenue, Pasig City 1600 Tel No. (632) 631-0921 loc. 133
1.3 Site	The Site is located at Development Academy of the Philippines-Conference Center (DAPCC), Brgy. Sungay East, Tagaytay City, Cavite and is defined in drawing Sheet No. A0-1a.
1.4 Start Date	The Start Date shall be the date of receipt of the Notice to Proceed.
1.5 Works	<p>The Works consist of the following:</p> <ol style="list-style-type: none"> 01. Mobilization and General requirements: application for building and occupancy permits, provision of temporary support facilities and utilities, engagement of security services provider, conduct of detailed structural engineering evaluation, and rectification / corrective works of observed defects on existing structure; 02. Completion of the unfinished portions of the fourteen-storey reinforced concrete New Training Building (NTB) comprising of four-storey multi-use podium, ten-storey accommodation tower with roof deck and basement parking & utilities; 03. Supply and installation of Design Fit-outs, Furnishings and Fixtures (DFOFF) e.g., elevators, escalators, central and individual air-conditioning equipment, electric generators, lighting fixtures, electronic safety & security devices, IT equipment and devices, building management system equipment and devices, interior fit-outs and furnishings, food service equipment, and other building utilities; 04. Completion of the site development and various site improvements; 05. Construction of the Materials Recovery Facility (MRF); 06. Completion of the construction of the New Sewage Treatment Plant (STP) to include interconnection of Existing and New STP; 07. Landscaping of designated areas within the 4.08-hectare DAPCC-Tagaytay training center complex, as indicated in the plans and specifications; 08. Renovation of Engineering and Maintenance Building (EMB); and 09. Start-Up and Commissioning Support Service prior to turn-over and acceptance of the project. <p>Further details on the scope-of-work and delivery of the above listed Works shall be in accordance with the delivery schedule under Section VI. Schedule of Requirements and Specifications.</p>

2.2 Sectional Completion	Not applicable.
5.1 Site Possession	<p>The Contractor shall secure from the DAP an approved written letter prior to the temporary possession of the project site.</p> <p>Further, the Contractor shall accept all the conditions of the existing site concerning all works that had been preliminarily accomplished by the past Builder.</p> <p>In the event that the Contractor fails to perform its contractual obligations, or committed infractions/violations of the approved construction rules and regulations or any of the grounds for termination of contract as prescribed under Section 71.4 of the IRR of RA 12009, the DAP has the right to terminate the contract and immediately repossess the Project Site.</p> <p>The Contractor agrees to stop work immediately, make the site safe and secure, and vacate the Project Site upon termination of contract.</p>
6 Contractor's Obligations – Additional Provisions	<p>01. The Contractor is responsible for all the materials, machineries and equipment it uses and responsible to the sub-contractors or auxiliary persons it engages with. Under this contract, the contractor is also duty bound to be attentive to the selection and use of materials such as but not limited to steel reinforcements or rebar, cement, ready-mixed concrete, plumbing, machineries, and equipment. If the materials, machineries, and equipment are prescribed by the Design Consultant and/or the Construction Management Consultant of the DAP, the Contractor is obliged to use it.</p> <p>02. The Contractor must inform the DAP of any inconsistencies in the design during the contract implementation. The duty to notify or inform about these inconsistencies are derived from the obligation of careful examination and execution of the design. The contractor does not execute the design blindly, but first takes a good and critical review of the design to comply the standards that apply in construction.</p> <p>03. The Contractor is obliged to comply all existing laws and regulations related to construction.</p> <p>04. The Contractor, under this agreement, gives consent to the DAP to immediately re-possess the site in the event the DAP terminates the contract when contractor fails to perform its contractual obligations, or committed infractions/violations of the approved construction rules and regulations or any of the grounds for termination of contract as prescribed under Section 71.4 of the IRR of RA 12009. For this purpose, the contractor agrees to stop work immediately, make the site safe and secure, and vacate the Project Site upon termination of contract. <i>On other hand, the Contractor shall not stop the contracted Works unless the DAP issued a letter ordering the Contractor to stop the Works for whatever reason that DAP deemed appropriate.</i></p> <p>05. The Contractor is responsible for forecasting, managing, planning, organizing, controlling, and coordinating for the proper completion of the project and its delivery to the DAP. The Contractor is obliged</p>

	<p>to deliver the work on time. The Contractor agrees that the DAP shall be entitled payment of Liquidated Damages (LD) pursuant to Section 97 of the IRR of RA 12009 and under GCC Clause 18 in Section IV of this Bidding Documents, in case of delay in completing the project or incurring negative slippage of 15% or more based on the most recent approved construction Master Schedule.</p> <p>05.1. The Contractor shall make it clear to the Insurer who will provide the Performance Security that DAP has to be compensated with LD if the assessed accomplishments has incurred negative slippage of 15% or more at the end of every calendar month.</p> <p>05.2. The Performance Security should be “Callable On-Demand”.</p> <p>05.3. The basis of determining the Contractor’s works-accomplishments shall be based on the technical assessment of the entity in charge of Construction Management on-site and approved by DAP.</p> <p>06. The Contractor is responsible for the removal of debris from the construction site. These include concrete, wood, metal, and other materials tag as worthless or valueless by the on-site Construction Management Consultant and duly approved by DAP. The debris shall be hauled out by a dump truck regularly throughout the construction period.</p> <p>07. The Contractor is responsible for post-construction clean-up. For this purpose, the Contractor must use cleaning equipment to wash away dirt and grime from surfaces and pressure washers, scrubbers, and hoses with high-powered water jets to remove stains, grease, and dirt from surfaces. The contractor must also use industrial vacuums to clean up any remaining dust particles left. Post-construction clean up shall be prior to final inspection of the DAP Project Team and shall be required for the issuance of certificate of completion.</p> <p>08. The Contractor is responsible to conduct inventory of supplies and materials, machineries, and equipment left in the construction site. The pull-out of any and all excess construction materials, machineries and equipment by the Contractor shall be subject to approval of the DAP.</p> <p>09. In case materials, machineries and equipment left on site are assessed to be deemed needed and proper for the construction of the project, the Contractor shall retain these for use until the Work is completed, and shall pay reasonable rent directly to the lessor for such use.</p> <p>10. The Contractor should take care of the expenses for venues and meals during project meetings, coordination with other stakeholders, provision of complete personal protective equipment for DAP Project Team involved in construction as well as for guests/visitors, and contract signing & post-construction ceremonies in coordination with the DAP Project Team.</p>
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	<p>11. The Contractor should present for approval of the DAP any value-analysis and value engineering (VA/VE) in using alternative materials or methods/technology such as but not limited to:</p> <p>11.1. Prefabricated concrete blocks (PFCB) compared to concrete hollow blocks (CHB) for partition walls;</p> <p>11.2. Steel doors and jambs vs wooden doors and jambs;</p> <p>11.3. Sewage Treatment Plant (STP) e.g., comparison between sequencing batch reactor (SBR), membrane bioreactor (MBR) and moving bed biofilm reactor (MBBR), etc.;</p> <p>Relative to the approved construction plans, the VA/VE should highlight the impact in terms of:</p> <ul style="list-style-type: none"> ❖ time-to-construct and consequent labor costs, ❖ space maximization, ❖ other quantifiable costs, and ❖ narratives of other intangibles, such as environmental impact should also be presented.
6.5 Contractor's Key Personnel	<p>The Contractor shall employ the following Key Personnel, which shall comply with the minimum qualifications and work experiences prescribed in BDS Clause 12.1(h)(ii):</p> <ol style="list-style-type: none"> 01. Project Manager as the authorized person who can decide for and behalf of the Bidder relative to the progress/changes/adjustments during the implementation; 02. Resident Engineer; 03. Project Architect; 04. Structural Engineer; 05. Professional Electrical Engineer; 06. Registered Electrical Engineer; 07. Professional Electronics Engineer; 08. Electronics Engineer; 09. Professional Mechanical Engineer; 10. Registered Mechanical Engineer; 11. Registered Mechanical Engineer for Fire Protection System; 12. Registered Master Plumber; 13. Sanitary Engineer; 14. Safety Officer 3; 15. Materials Engineer II; 16. Quantity Surveyor; 17. Technical Drafter (Minimum of 2 Personnel); 18. General Supervisor (Minimum of 2 Personnel); 19. Registered Nurse.

7.1 Subcontracting	No further instructions.
8.1 Advance Payment	<p>The amount of Advance Payment is fifteen percent (15%) of the total contract price in accordance with COA Circular 2012-001, subject to the following conditions:</p> <ol style="list-style-type: none"> 01. The ten percent (10%) shall be released after submission of: <ol style="list-style-type: none"> 01.1. Written request from the Contractor; 01.2. Duly Notarized Contract; and, 01.3. Irrevocable Letter of Credit (LC), bank guarantee or Surety Bond callable upon demand. 02. Five percent (5%) of the advance payment shall be released after at least Ten Percent (10%) accomplishment and submission of: <ol style="list-style-type: none"> 02.1. Written request from the Contractor; 02.2. Accomplishment Report duly evaluated/signed by the CMC, and certified by the DAP Project Team; and 02.3. Irrevocable Letter of Credit (LC), bank guarantee or Surety Bond callable upon demand for the additional 5% advance payment.
9.1 Progress Payments	<p>The Contractor can only submit its billing for accomplished works that are completely installed, tested/commissioned (where applicable), and accepted. Materials, machineries and equipment that are purchased and delivered, but uninstalled shall not be considered for payment.</p> <p>NOTE:</p> <ol style="list-style-type: none"> 01. Any progress payment is subject to the submission of Statement of Work Accomplished (SWA) and Program of Works as evaluated by the CMC, and certified by the DAP Project Team; 02. As-Built Drawings (ASD) of completed works (in A3 size paper including electronic copies in CAD and PDF file format) shall be submitted; 03. Payment shall be subject to government taxation, accounting, budgeting and auditing rules and regulations; 04. Processing of requested valid payment shall require the submission of the general and additional requirements in accordance with COA Circular 2012-001 dated June 14, 2012, as follows: <ol style="list-style-type: none"> 04.1. Statement of Work Accomplished/Progress Billing; 04.2. Inspection Report by the DAP Project Team; 04.3. Result of test analysis and/or commissioning certificates, if applicable; 04.4. Statement of time elapsed; 04.5. Previous certificates of accomplishments, if any; 04.6. Contractor's affidavit on payment of laborers and materials;

	<p>04.7. Pictures <u>before</u>, <u>during</u> and <u>after</u> construction of items of work <i>especially the embedded items indicating the specific locations</i>; and</p> <p>04.8. Photocopy of vouchers of all previous payments, if any.</p> <p>04.9. Certificate of Completion, in case of Contractor's request is for final payment.</p> <p>05. Other documentary requirements required by DAP and COA in order to validate and verify the request for progress billing (e.g., e-copy of CCTV recordings saved in external drives, sales invoice of materials/equipment delivered, manufacturers certificate, key plan showing areas of completed works, operations manual of equipment delivered and installed, products/equipment warranty certificates, etc.).</p> <p>The Contractor agrees that the amount due pertaining to any of the unpaid progress billings will not be paid in case the contract is pre-terminated for whatever reason/s, as prescribed/defined in the applicable provision/s of the IRR of RA 12009.</p> <p>Any payment/s for the Contractor will not be processed if there is any resistance from the Surety Company when the DAP forfeits the performance security/bond.</p>
9.4 First Progress Payment	<p>The first progress payment shall be paid to the Contractor provided that at least twenty percent (20%) of the contracted Works has been accomplished and certified by the DAP Project Team.</p> <p>The advance payment shall be repaid by the contractor by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for the advance payment.</p>
12.7 Right of Procuring Entity to institute action pursuant to Act No. 3688	No further instructions.
13.1 Site Investigation Reports	The Contractor shall be provided with the Site Existing Conditions Report and shall review diligently its contents. The Contractor shall also conduct a thorough site inspection and investigation for appreciation together with the on-site Construction Management Consultant and DAP Project Team.
15.3 Forfeit of Performance Security	No further instructions.
15.5 Warranty Against Structural Defects / Failures	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 (<i>As referred to in Section 90.2.3(b) of the IRR of RA 12009</i>), the warranty period against structural defects/failures is

	<p>Fifteen (15) years from the issuance of Certificate of Final Acceptance.</p> <p>In event that the contract is terminated for grounds as prescribed in the IRR of RA 12009, the Contractor shall issue a Warranty Certificate of no less than Fifteen (15) years from the date of termination.</p> <p>The scope of the warranty shall include poor workmanship and/or materials defects, as shall be established by the Construction Management Consultant in-charge of site supervision and management, endorsed by the DAP Project Team, and duly approved by the HoPE.</p>
19.2 Settlement of Disputes	<p>Any dispute between the Development Academy of the Philippines and the Contractor (Building Contractor) arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Philippines.</p> <p>The place of arbitration shall be the DTI Construction Industry Authority of the Philippines (CIAP) – Construction Industry Arbitration Commission (CIAC), which has original jurisdiction over construction disputes.</p> <p>The CIAC address is at the 2nd Floor, NAPOLCOM Building, 371 Sen. Gil J. Puyat Avenue (Buendia Ave) corner Makati Avenue, Makati City. Telephone Nos. 5323-8020 loc. 827 / 5323-8028.</p>
20 Liability of the Contractor	<p>If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.</p>
25(a) Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	<p>No further instructions.</p>
27.2 Contractor's Suspension from participating in the Public Bidding Process	<p>Violations which will warrant suspension may include, but is not limited to the following:</p> <ol style="list-style-type: none"> 01. Failure of the Contractor, due solely to its fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP"); 02. Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following: <ol style="list-style-type: none"> 02.1. Employment of competent technical personnel, competent engineers and/or work supervisors; 02.2. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions; 02.3. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in

	<p>accordance with approved plans and specifications and contract provisions;</p> <p>02.4. Deployment of committed equipment, facilities, support staff and manpower; and</p> <p>02.5. Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.</p> <p>03. Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Procuring Entity.</p> <p>04. Poor performance by the Contractor or unsatisfactory quality and/or progress of work arising from its fault or negligence as reflected in the CPES rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the Procuring Entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance:</p> <p>04.1. Negative slippage of fifteen (15%) and above within the critical path of the project due entirely to the fault or negligence of the Contractor; and</p> <p>04.2. Quality of materials and workmanship not complying with the approved specifications arising from the Contractor's fault or negligence.</p> <p>05. Willful or deliberate abandonment or non-performance of the project or contract by the Contractor resulting to substantial breach thereof without lawful and/or just cause.</p> <p>Note: In addition to the penalty of suspension, the performance security posted by the Contractor shall also be forfeited.</p>
31.1 Dayworks	No dayworks are applicable to the contract.
33.1 Approval of Program of Work	<p>Prior to issuance of Notice-to-Proceed, a Pre-Implementation Meeting shall be conducted together with:</p> <p>01. DAP Project Team and Authorized Representative/s;</p> <p>02. DAP engaged Design Consultant (DC), the Arce-Bailon-Arce Architects (ABAA);</p> <p>03. DAP contracted Construction Management Consultant (CMC), the A. C. Ong Consulting Inc. (ACOCI); and</p> <p>04. Awarded Contractor's President / CEO, Project Manager, Safety Officers, and Site Management Team.</p> <p>The awarded Contractor shall submit for review of the CMC and approval of the DAP, the Program of Work within ten (10) calendar days from the date of receipt of the duly signed and notarized Contract.</p> <p>The Program of Work shall correspond to the overall construction schedule and PERT-CPM highlighting the project's critical path of activities, and must be in accordance with the details prescribed in Section VI. Schedule of Requirements and Specifications. Also, the PERT-CPM Network Diagram that shall be submitted must be detailed, <u>at least</u>, on a monthly time-scale showing the slack-times or</p>

	<p>“floats”.</p> <p>The CMC shall advise the awarded Contractor to prepare for pre-implementation meeting. The awarded contractor shall prepare the official notice. The notice shall contain the list of agenda items that will be discussed/decided/agreed. The site construction rules and regulations and the safety/security protocols shall be taken-up, among others.</p> <p>The DAP Project Team shall preside the meeting.</p> <p>Copies of [1] Network Diagram in PERT-CPM; and [2] Construction Schedule in Gantt Chart with S-Curve with monthly accomplishment and cash flow projections, together with the notice of meeting plus the agenda list, shall be submitted in advance.</p> <p>At least five (5) sets of these documents in hardcopy and one (1) USB thumb drive containing the e-copies in PDF file format, <i>prepared by the awarded Contractor</i>, shall be submitted to the CMC, who shall farm-out to the participants of the meeting that DAP shall identify.</p>
33.3 Updated Program of Work	<p>The Contractor shall submit for review of the CMC and approval to the DAP, an updated Program of Work every quarter of the calendar year during the project implementation. If the Contractor does not submit an updated Program of Work within this period, the DAP shall withhold an amount equal to 10% of the amount receivable 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.</p> <p>Late submission will be treated as non-submission.</p> <p>NOTE:</p> <ul style="list-style-type: none"> ❖ A weekly Accomplishment Report should be submitted to CMC and DAP Project Team comprising of progress updates for the project inclusive of CCTV coverage footages and complete sets of colored photos printed and digital copies stamped with date and time including specific locations demonstrating before, during, and after construction works. The submission, evaluation, and approval shall be done during the project coordination meeting. ❖ <i>The format and details of Accomplishment Report including creating cloud-based storage of all files, will be discussed and agreed on the pre-implementation meeting.</i>
36.3 Funding Source	The Funding Source is the Government of the Philippines.
43.1 Payment on Termination	The percentage to apply to the value of the work not completed is 10%.

44.5 Extension of Contract Time	<p>Extension of contract time may be granted in the justifiable cases which may include:</p> <ol style="list-style-type: none"> 01. Rainy/unworkable days considered unfavorable for the prosecution of the Works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection; and/or 02. Major calamities such as exceptionally destructive typhoons, floods, earthquakes, volcanic eruption, and epidemics; 03. Delays attributable to the Procuring Entity, such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way, resulting in complete paralyzation of construction activities; and 04. Other meritorious causes as determined by the Procuring Entity and approved by the HoPE such as shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others.
48.1 Submission of “As Built” Drawings, and Operating and Maintenance Manuals	<p>The following documents shall be included in the submission of complete “As-Built Drawings”:</p> <ol style="list-style-type: none"> 01. Four (4) sets of original copy in A0 sheets (<i>plotted on a mylar sheets</i>) signed and sealed by appropriate professional architects and engineers; 02. Ten (10) sets of blue print copies in A0 sheets signed and sealed by appropriate professional architects and engineers; 03. Complete set of colored photos, printed copies with date-stamp and time-stamp including specific locations demonstrating before, during, and after construction works; 04. Complete set of electronic files in USB Thumb drive or external drive containing the following: <ol style="list-style-type: none"> 04.1. “AS-BUILT DRAWINGS” in PDF and CADD format for final completion of the project; 04.2. Minutes of Meetings approved files in MS Word, and in PDF-files of the signed copy of the said meetings; 04.3. Complete set of electronic colored photos and video-coverage, in digital copies jpeg-format and mp4-version, respectively. Each photo and video coverage should be stamped with date and time including specific locations demonstrating the scenes before, during, and after construction works;

	<p>05. Complete set of Operating and Maintenance Manual as specified in post-construction documentary requirements under Section VI of this bidding documents. Must be submitted at least a week before the conduct of training of the DAP personnel; and</p> <p>06. Warranty Certificate of at least five (5) years against poor workmanship and defects traceable to materials supplied and installed, and/or as specified in the manufacturer's brochures, reckoned from the date of issuance of the Certificate of Completion. <i>The defects liability period shall be five (5) years from project completion up to final acceptance.</i> The costs of materials, labor, and other related consumables to be incurred in the conduct of preventive maintenance service for electro-mechanical equipment during the warranty period will be on the account of the contractor.</p>
48.2 Non-submission of As-Built Drawings, and Operating and Maintenance Manuals	Release of Final Payment shall be made only upon the submission of the "As-Built Drawings" and Operating and Maintenance Manual by the Contractor, and issuance of Certificate of Completion of the Works as evaluated by the CMC, and certified by DAP Project Team.

Nothing Follows

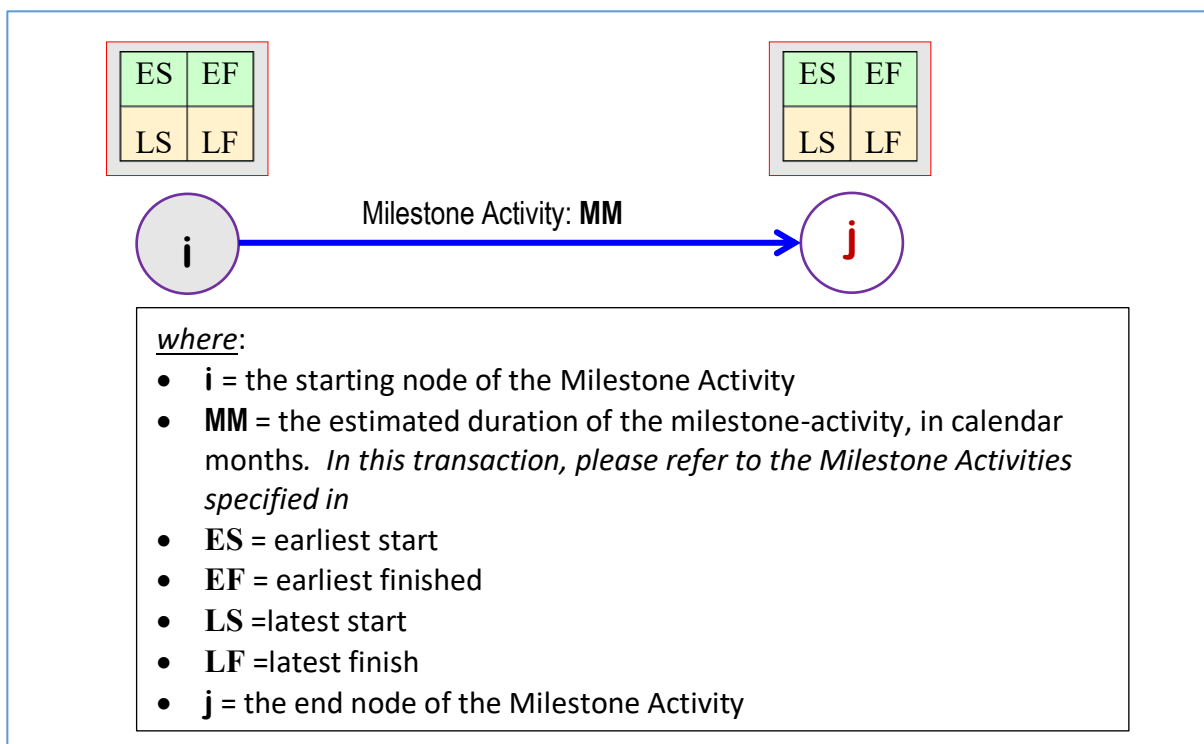
Section VI. Schedule of Requirements and Specifications

This Schedule of Requirements serves as a guide to the Contractors.

A. SCHEDULE OF REQUIREMENTS

The Contractor's proposed Program of Work should be supported with time-scaled Network Diagram that should provide a macro-view of the monthly activities. A network-diagram of the milestone events is required indicating the duration (in months) of a major/milestone activity. Slack-time or floats must also be identified within the project duration.

The **critical path must be shown** in the network diagram. The Early Start (ES), the Early Finish (EF), the Late Start (LS), and the Late Finish (LF) must be indicated. A segment of the diagram may be illustrated as follows:



The coverage *from the date of contractor's receipt of Notice to Proceed (NTP) to mobilization to demobilization, up until issuance of Certificate of Completion*, **should be within thirty-six (36) calendar months**. In other words, the proposal's Critical Path of activities should not exceed 36 calendar months.

A more detailed PERT-CPM shall be required from the Contractor to whom the Project will be awarded and contracted on a quarterly basis during implementation. The **detailed PERT-CPM** for the first quarter shall be submitted within ten (10) calendar days from the date of receipt of the NTP. DAP reserves the right to cancel the award if the Contractor fails to submit the construction schedule and the detailed PERT-CPM. Exact dates of delivery and/or completion should be reckoned from date of Contractor's receipt of the NTP from DAP.

Unless waived in writing by DAP upon a written request from the Contractor, Contractor's inability to comply with the **Approved Construction Schedule** will serve as the basis for computing the applicable liquidated damages on the value of the activities that fall along the project's critical path.

MILESTONE ACTIVITIES or ITEM OF WORK / WORK CLUSTERS	START	FINISH	SEQ	MONTH to BEGIN	MONTH to FINISH
1. Notice to Proceed	1 st	1 st	1	Month-00	Month-01
2. Mobilization & General Requirements: permits, bonds, provision of temporary support facilities/utilities, engagement of security services provider, conduct of detailed structural engineering evaluation, rectification and corrective works of observed defects on existing structure, provision of protection and safety paraphernalia, project bulletins, advisories, etc.	7 th	15 th	2	Month-01	Month-30
3. Completion of unfinished portions of the 14-storey New Training Building					
3.1. Basement Parking & Utilities	16 th	563 rd	5	Month-01	Month-19
3.2. Floor01-1: Multi-use Podium	41 st	699 th	6	Month-02	Month-23
3.3. Floor02-2: Multi-use Podium	66 th	384 th	7	Month-03	Month-13
3.4. Floor03-3: Multi-use Podium	91 st	418 th	8	Month-03	Month-14
3.5. Floor04-4: Multi-use Podium	121 st	452 nd	9	Month-04	Month-15
3.6. Floor05-01: Accommodation Tower and Podium Roof Deck	151 st	496 th	10	Month-05	Month-17
3.7. Floor06-02: Accommodation Tower	181 st	535 th	11	Month-06	Month-18
3.8. Floor07-03: Accommodation Tower	211 st	579 th	12	Month-07	Month-19
3.9. Floor08-04: Accommodation Tower	241 st	618 th	13	Month-08	Month-21
3.10. Floor09-05: Accommodation Tower	271 st	657 th	14	Month-09	Month-22
3.11. Floor10-06: Accommodation Tower	301 st	696 th	16	Month-10	Month-23
3.12. Floor11-07: Accommodation Tower	331 st	735 th	18	Month-11	Month-24
3.13. Floor12-08: Accommodation Tower	361 st	769 th	19	Month-12	Month-25
3.14. Floor14-09: Accommodation Tower	391 st	803 rd	21	Month-13	Month-27
3.15. Floor15-10: Accommodation Tower	421 st	842 nd	22	Month-14	Month-28
3.16. Tower Roof Deck and Machine Room	446 th	851 st	23	Month-15	Month-28
4. Supply and installation of the Design Fit-outs, Furnishings and Fixtures (DFOFF), including Major Electro-Mechanical Equipment	271 st	780 th	15	Month-09	Month-30
5. Site Development and Various Site Improvements;	306 th	862 nd	17	Month-10	Month-29
6. Completion of the new Sewage Treatment Plant (STP) including interconnection of existing and new STP;	16 th	356 th	4	Month-01	Month-12
7. Construction of the Materials Recovery Facility (MRF); including the enclosure of the fence at the portion where MRF is located	16 th	265 th	3	Month-01	Month-09
8. Landscaping of designated areas within the 4.08-hectare DAPCC-Tagaytay training center complex;	600 th	779 th	24	Month-20	Month-26
9. Renovation of existing Engineering and	366 th	615 th	20	Month-12	Month-21

MILESTONE ACTIVITIES or ITEM OF WORK / WORK CLUSTERS	START	FINISH	SEQ	MONTH to BEGIN	MONTH to FINISH
Maintenance Building;					
10. Punch Listing, Rectification, and Testing and Commissioning;	750 th	870 th	25	Month-28	Month-34
11. Submission of the occupancy and other pertinent permits, and other post-construction documentary requirements; and	780 th	870 th	26	Month-30	Month-34
12. Final Inspection and Testing, Turn-over and Acceptance, Contractor's Demobilization.	840 th	900 th	27	Month-34	Month-36
NOTE: The above schedule may change depending on the actual date of receipt of the Notice-to-Proceed and Contractor's proposed Program of Work.					

B. SPECIFICATIONS

Minimum & Essential Specifications: The Contractor shall comply with the requirements detailed here below.

- ❖ Perform all the requirements stipulated in the Detailed Architectural and Engineering Design (DAED) drawings, Construction Plans and Details, supplemental drawings, Bid Data Sheet, General and Special Condition of Contracts, Schedules of Requirement, Outline and Technical Specifications, approved material samples and manufacturers, Scope-of-Works, approved Shop Drawings, Bill of-Quantities (BOQ), Detailed Unit Price Analysis (DUPA), and other particulars mentioned in the Official Bidding Documents (OBD); and
- ❖ Perform all other works involved not specifically mentioned but are deemed necessary components for the execution of the works must be supplied and installed for the completion and commissioning of the entire project in accordance with the cited requirements as mentioned-above and other related contract documents at no additional cost to the DAP.

1. BACKGROUND OF THE PROJECT

DAP's core function of being at the forefront of professionalizing and developing an agile government bureaucracy through innovative and "top-notch" training, education, research and consultancy activities, the current DAPCC facility in Tagaytay is being considered for a major physical re-development.

The goal is to revisit the site development and physical plan of the 4.08-hectare site of DAPCC Tagaytay to accommodate the envisioned Project to drive DAP's target to re-energize and expand its training, education, research and consultancy functions through an enlarged and enhanced existing facility.

The goal is the redevelopment of the current DAPCC facility in Tagaytay into a **Leadership and Public Management Training and Development Centre**.

The key words in the refocusing of the mandate and vision/mission of DAP are **"transformative, innovative, synergistic and productivity"**. These key words further generate two other significant ideas, competency and leadership development. These key words must be transformed into study and plan concepts and construction that can be as good anchors to drive the direction for reshaping the future of the DAPCC facility to respond to its new challenges.

1.1. General Description of the Project

The project is located at the rear area of the DAP Conference Center (DAPCC) compound in Tagaytay City.

The NEW TRAINING BUILDING (NTB), and other site developments shall have complete architectural, civil, structural, mechanical, electrical, electronics and communications, plumbing and sanitary systems, CCTV and security management system, seismic auto-sensing / reporting system; and Future Center and Innovation Laboratories (FCIL), and landscape.

The NTB is consisting of a Fourteen-Storey Reinforced Concrete Building comprising Four-Storey Multi-use Podium, Ten-Storey Accommodation Tower with Roof Deck and Basement Parking & Utilities, shall be used as lectures, conferences and conventions facilities to host training, education, research and consultancy functions that takes into consideration in the conservation of the existing DAP Main Conference Facility.

The proposed NTB shall provide accommodation facilities (*standard rooms, suite and deluxe rooms*), dining hall, workshop rooms, speech lab, library, offices and future center innovation laboratory and art gallery. For recreational facilities, the building shall also include multi-purpose/team building area, ecumenical room, swimming pool area, massage rooms with fitness gym, sky high bar with social activity rooms and an activity deck.

In the development of the proposed expansion, it shall also include the...

01. Provision of Materials Recovery Facilities (MRF) structure;
02. Provision of Sewage Treatment Plant (STP);
03. Site Development and Various Site Improvements: the site development plan is to improve the walkways, landscaping, existing road which includes the street lighting, security surveillance and fire hydrants for the site, and to strengthen the perimeter fence at the back portion of the compound;
04. Landscaping Works of designated areas within the 4.08 hectares DAPCC-Tagaytay compound, as indicated in the plans and specifications; and
05. Renovation of the Engineering and Maintenance Building (EMB).

The site development plan is to improve the walkways, landscaping, existing road which includes the street lighting, security surveillance and fire hydrants for the site, and to strengthen the perimeter fence at the back portion of the compound.

To date, preliminary preparations and concreting works for the sub-structure up to the podium levels of the NTB are partially completed. Initial utility lines stub-outs and embedment in preparation for the next installations are included. **The prospective Bidders are required to verify and assess the partially completed works and related documents such as as-built drawings, accomplishment reports, and other project-related reports and documentations.**

1.2. Building Area Allocation

1.2.1. Fourteen-Storey Building with Basement and Roof Deck

Area Allocation	Areas (SQM)
01. Basement Floor including Chiller Area	3,385.29
02. Ground Floor	3,368.52

03. Second Floor	3,311.00
04. Third Floor	2,409.58
05. Fourth Floor including Open Deck and Multi-purpose Court	3,311.00
06. Fifth Floor	992.05
07. Sixth Floor	1,029.59
08. Seventh Floor	1,029.59
09. Eighth Floor	1,029.59
10. Ninth Floor	1,029.59
11. Tenth Floor	1,029.59
12. Eleventh Floor	1,029.59
13. Twelfth Floor	1,029.59
14. Fourteenth Floor (13th Level)	886.55
15. Fifteenth Floor with Activity Deck and Facilities (14th Level)	849.80
16. Machine Room and ACCU Deck Floor	164.22
Total Construction Floor Area	25,885.12
<i>Less Open Spaces: Roof Decks, Utility Decks, Sun deck, Swimming Pool, Podium Lawn, Multi-purpose Court, etc.</i>	3,062.59
Gross Floor Area	22,822.53

1.2.2. Site Development and Exterior Facilities Improvements

Area Allocation	SQM
01. Existing Engineering and Maintenance Building	345.31
02. Materials Recovery Facility (MRF) Building	100.00
03. Sewage Treatment Plant	133.00
04. Sidewalk/Path walk/Ramp	375.80
05. Landscaping	7,022.35
06. Road (<i>including basement driveway ramp and delivery parking</i>)	982.03
07. Entry Porch	109.12
Total Site Area	9,067.61

2. DETAILED SCOPE OF WORK: All WORKS should be implemented as shown on the plans and specifications for the PROJECT.

- ❖ The works shall consist of [1] the entire construction, fabrication, furnishing, delivery, and installation, complete in all details, at the subject premises; and [2] all work materials, tools, equipment and technical operations incidental to the proper completion of the Project, except those portions of the work which are expressly stated "to be done by others" or "as supplied by the Owner".
- ❖ All works shall be in accordance with the minimum requirements of the governing

Codes, Standards, and Regulations, unless specified in the Project Technical Specifications manual and Construction drawings.

- ❖ All rectification and corrective work due to faulty installations and all defects and/or non-compliance of the project technical specifications and in governing codes and standards shall be done in accordance with the approved methodology, plans, drawings and technical specifications.
- ❖ The requirements with regards to materials, equipment, devices, assemblies, motors, and appliances necessary to complete installation of the work specified herein, and indicated in the construction drawings and approved shop drawings shall be executed in accordance with the project technical specifications manual and **Manufacturer's Instructions**.
- ❖ **IMPLEMENTATION OPERATING PROTOCOL#1: NARRATIVES & DRAWINGS' PROTOCOL IN REPORTING.** The Contractor shall exercise due diligence to observe and follow the protocol of preparing reports: *"What cannot be drawn should be well narrated, and what cannot be narrated shall be & must be drawn"*. **Ideally it should be followed that whatever is drawn should also be narrated, and what is narrated should also be drawn.**
- ❖ **IMPLEMENTATION OPERATING PROTOCOL#2: "NO APPROVED SHOP DRAWNGS, NO WORKS"**. All works that shall to be executed shall require approval of **Shop Drawings (SD)**. The Contractor shall request approval of the SD ahead of schedule, i.e., ***no later than two (2) calendar weeks before the projected date of execution of works***. The finally approved and signed SD, shall be scanned in PDF-format then sent via email to the **Construction Management Consultant (CMC)** on site, copy furnished [1] the **NTB Design Consultant (DC)**, and [2] the **DAP Project Team / Authorized Representatives**. The Contractor shall also submit print copies of the approved and signed SD to the CMC and DAP Project Manager no later than one calendar week before the actual date of works' execution.
- ❖ **IMPLEMENTATION OPERATING PROTOCOL#3: SUPPORTING DOCUMENTS FOR PROGRESS BILLING: "NO Key Plan (KP) showing the areas of Accomplished Works, NO Processing of Progress Bill"**. As a document that can serve as Means-of-Verification (MOV), KP shall be differentiated from the approved Construction Plans. All works that have been completed and due for billing shall require submission of KP, highlighting the **WORKS** or/and the portion of **WORKS** that has been inspected and deemed completed based on the specifics per most recent approved Construction Schedule. The KP shall be signed by the concerned professionals and must be validated by the CMC, and DAP Project Team prior to endorsement of the progress bill.

Note: The original print copy of the KP (in A3-size paper), 2 sets for DAP plus number of copies as maybe required by the Commission on Audit (COA) shall be submitted. Likewise, electronic copies in PDF-format as well as editable CAD-file should also be submitted via email. The same said files saved in a thumb drive should also be submitted.
- ❖ **IMPLEMENTATION OPERATING PROTOCOL#4: PRE-IMPLEMENTATION AND PROJECT COORDINATION MEETINGS.** It shall be the responsibility of the CMC to faithfully prepare Minutes of Meeting (MoM), and the first draft shall be submitted electronically not later than two (2) days after the date of the said meeting. The finalization of MoM shall be subject to the approval and signatures of the authorized representatives of the Contractor, DC, CMC, and the DAP Project Team. The production, the submission, and the distribution of the final copies of any documentation shall be taken care of by the Contractor. Procedures must be compliant with the pertinent and applicable ISO-procedures.

2.1. Mobilization and General Requirements

- 2.1.1. Apply for building permit, occupancy permit, and other necessary permits including payment of fees (i.e., application and other fees imposed by the Local Government Unit), bonds and insurances in compliance to all regulatory and oversight agencies before construction, and prior to turnover of the project;
- 2.1.2. Coordinate with the Design Consultant for the printing and reproduction of the construction plans, including preparation of required sets and formats, and ensure complete and timely submission to DAP, as follows:
 - 2.1.2.1. One (1) sets of original copy in A0 sheets (plotted on a mylar sheets) signed and sealed by appropriate professional architects and engineers;
 - 2.1.2.2. Six (6) sets of blue print copies in A0 sheets signed and sealed by appropriate professional architects and engineers; and
 - 2.1.2.3. Six (6) sets printed in A3 paper sheets signed and sealed by appropriate professional architects and engineers.
- 2.1.3. Submit Self-Monitoring Report (SMR) and/or Compliance Monitoring Report (CMR) in accordance with pertinent environmental laws and regulations issued and prescribed by DENR-EMB;
- 2.1.4. Provide temporary support facilities and utilities with corresponding sub-meters to be connected to utility providers in terms of water, electricity and communications (to include field office, health/safety/first aid facility, CCTV, safety paraphernalia, etc.);
- 2.1.5. Provide boards-up, temporary fencing, gates, access roads and project identification/signage;
- 2.1.6. Preliminary works to include clearing and grubbing, demolition of existing facilities/structures, hauling of debris to designated dump sites approved by the concerned LGU and/or government regulatory agencies;
- 2.1.7. Relocate/restore any utilities/facilities within and adjacent areas outside DAPCC compound that will be affected/damaged during implementation works;
- 2.1.8. The Contractor shall pay for the charged person-days of security-personnel, including the security guards who shall be fielded 24/7 at the gates of the construction site; Gate#3 (**"must"**), Gate#4 (**"must"**), and Gate#5 (**as may be deemed needed**). The fee for the security augmentation force shall be based on the bill that will be submitted by the DAP's outsourced Security Services Provider.
Note: The Academy's designated Chief Security Officer (CSO), or the designated Supervising Fellow of the DAP Project Team shall provide the overall guidance, supervision, and control of security protocols and specific instructions to address emerging security issues and concerns.
- 2.1.9. Install CCTV cameras on site (at least 4 areas: entrance, quarters, warehouse, and site). Provide CCTV monitor, CPU and complete accessories that can be watched remotely via smart mobile phones with real time access of footages at the NTB construction site.
 - 2.1.9.1. Make accessible to the **authorized CMC as well as DAP-officers' cellphones** the real-time footages of all video-covered areas of the NTB-site. The apps should enable viewing on demand;
 - 2.1.9.2. The working apps should be installed in the smart mobile phones (must be compatible with IOS and Android phones) of the authorized DAP

Officers, and CMC personnel;

- 2.1.9.3. The associated costs of installation of apps in the mobile phones of authorized DAP Officers and CMC personnel shall be on account of the Contractor;
 - 2.1.9.4. All video clips captured by the CCTV-system shall be under the supervision and control of the DAP-CSO and/or the designated Supervising Fellow of the DAP Project Team;
 - 2.1.9.5. The DAP-CSO shall establish the procedure on how the video clips will be saved for reference purposes. ***The Contractor shall be obliged to follow the set procedures as part of security protocols.*** The DAP-CSO, together with the designated Supervising Fellow of the DAP Project Team may change the protocols as they may be deemed necessary and appropriate for the best interest of DAP.
- 2.1.10. Submit a Structural Audit Report after a joint survey together with the DC, CMC, and DAP Project Team / Authorized Representative/s, particularly:
- 2.1.10.1. Verification and reconfirmation works at site to include field survey/building layout/staking, building elevation reference points, verticality and alignments of installed walls, geometrics of road/driveways and other site development layouts;
 - 2.1.10.2. Detailed structural engineering evaluation to determine the structural integrity of the exposed rebars and post-tensioning tendons, and in-place concrete of the New Training Building unfinished structure, to include the following:
 - a. Coordinate with the CMC to gain access on areas where the affected structural members for evaluation are located, and to acquire copies of available as-built drawings, inspection reports and other reference documents previously prepared;
 - b. Conduct a thorough site inspection and investigation to determine the physical condition of the existing structures;
 - c. Conduct material tests such as concrete coring, rebound hammer test, rebar strength test, and rebar scanning on identified critical structural members;
 - d. Prepare Structural As-Built Drawings based on the unfinished structure;
 - e. Prepare structural model and analysis of the existing structure using structural software program based on the available as-built drawings;
 - f. Assess the stress levels of the different structural members of the existing structure due to the different combination of loads as required by the National Structural Code of the Philippines;
 - g. Prepare structural design computations and analysis to determine the structural stability of the structure;
 - h. Submit Technical Report incorporating the results of the physical and theoretical investigations, including recommendation and cost estimate of remedial measures (if necessary) to strengthen the structural members that are found to be inadequate (if any). This Report will be reviewed and endorsed by the CMC and it will require approval from the DAP upon recommendation of the DC; and
 - i. If strengthening is needed, certification of structural stability shall be

issued upon completion and acceptance of recommended strengthening measures.

- 2.1.11. Rectification and corrective works to be done by the Contractor: scaffolding, shoring, support system and equipment required to be installed on existing structures in the course of executing these works shall be provided by the Contractor.

2.1.11.1. Rectification works to include removal and replacement of the defective 5th Floor's (tower area) reinforced concrete slabs and beams. Refer to structural as-built drawings S-19 Grid A and Grids 8 to 10;

2.1.11.2. Removal and replacement of installed post-tension cables at Grid D to F and Grid 1 to 4 with new material following the plans and specifications on Sheets S-16, S-17 and S-18;

2.1.11.3. Complete rust removal on exposed rebars at all areas following the plans and specifications;

2.1.11.4. Removal and replacement of installed PVC underground Sanitary Pipes at Basement Level with new material following the plans and specifications. All pipes at the Basement Level and exterior driveways and parking areas shall be encased with protective concrete cover. Refer to structural as-built drawings on Sheet P1-1 Basement Drainage Layout;

2.1.11.5. Removal and replacement of installed Fire Protection System welded B.I. Pipes with the approved seamless type B.I. Pipes following the plans and specification;

2.1.11.6. Rectification for completed concrete works such as but not limited to sealing of construction joints, grinding of protruding/excess concrete, patching of tie rod holes, removal of not needed steel bar dowels, removal of remaining formworks on poured concrete, aligning of imperfections/not plumb walls at Shear Wall 3, Grid Line 10 and I, and other necessary adjustments to provide even and plumb surfaces.

2.1.11.7. Provision of concrete protective cover/encasement for all exterior piping systems to include electrical, electronics, sanitary and plumbing lines. Refer to typical concrete encasement detail; and,

2.1.11.8. Interconnection of Old & New STP (to be harmonized with shop drawings and construction plans). *The approval of the Shop Drawings shall indicate the related sheet number in the approved Construction Plans. The narratives of technical description should be written for approval, if and when there are considerations that cannot be shown in the Shop Drawings.*

- 2.1.12. UTILITIES: Source of water during implementation will be the sole responsibility of the Contractor. Aside from temporary connection to water utility provider, the Contractor must provide water tanker to fetch water for consumption of its personnel as required for the duration of the construction works. Similarly, use of electricity will be the responsibility Contractor; and

- 2.1.13. Other necessary works to complete the mobilization and general requirements.

2.2. Completion of Unfinished Works for the Construction of a Fourteen-Storey New Training Building

- 2.2.1. **Structural / Civil Works:** the structural/civil works shall include entry platform,

ramps, steps, drainage and sanitary systems, electrical and electronic and communication service connection systems, earth fillings, embankments, grading and demolition as indicated in the construction drawings and approved shop drawings. The Structural system shall be reinforced concrete and steel framing, and other materials such as wood and pre-cast concrete. **Overall, the WORKS shall complete the basic structure of the entire NTB; i.e., from basement to roof deck including the machine rooms (for the elevators) and overhead tanks as designed.** The works shall also include the following:

- 2.2.1.1. Provision for building structural system, excavation, backfilling, site grading and compacting works;
- 2.2.1.2. Establishment of structural members as designed for on-grade and suspended slabs, columns, beams, post tensioned beams, shear walls, retaining walls, ledges/canopies, equipment concrete pads, cistern tanks/vaults, platforms, pedestals, manholes and supports;
- 2.2.1.3. Cleaning/de-rusting of all exposed and corroded rebars, and cleaning of post tension cables ducts. Damaged/unsuitable rebars and post tension cables, cable ducts shall be replaced.
- 2.2.1.4. Concrete and Masonry works, reinforcement, post tension cables, grouting and wall construction;
- 2.2.1.5. Structural steel, metal fabrications and trims, wall guard, railings, partitions and enclosures, including separator beams for elevators;
- 2.2.1.6. Provide formworks, scaffoldings and other erection and protective supports required to be installed on existing structures prior to concreting works of succeeding upper floors;
- 2.2.1.7. Provision of necessary reinforced concrete pedestal/foundation for all electro-mechanical equipment (*e.g., transformer pads, generator sets, air conditioning equipment, pumps, etc.*);
- 2.2.1.8. Apply for necessary permits including preparation of all necessary plans, forms/related documents, certificates, legworks and pay applicable fees and charges, testing, commissioning, and until turnover; and,
- 2.2.1.9. Perform all other works necessary in providing the complete structural/civil works in accordance with the project technical specifications, construction drawing, approved shop drawings, standards, codes, regulations, and manufacturers or suppliers methodology of installation and commissioning requirements.

Note: The Contractor may present a value-analysis and value engineering (VA/VE) in using the customary/traditional Concrete Hollow Blocks (CHB) as compared to prefabricated concrete blocks (PFCB).

Relative to the approved construction plans, the VAVE should highlight the impact in terms of:

- ☐ overall deadweight to the building,
- ☐ cost of rebars,
- ☐ time-to-construct and consequent labor costs,
- ☐ space maximization,
- ☐ cost of plastering, and
- ☐ other quantifiable costs.

Narratives of other intangibles, such as environmental impact should also be presented in the VA/VE.

On top of required Shop Drawings, Contractor shall not continue construction of wall partitions without the approved VA/VE.

2.2.2. **Architectural Works:** shall include the following provisions complete for the construction of building requirements in accordance to project specifications, construction drawings, approved shop drawings, and applicable codes and standards:

- 2.2.2.1. Rough and finish carpentry, architectural wood applications for counters, paneling and sheathing (*which forms as integral parts or fixed-mounted in the structure of the NTB*);
- 2.2.2.2. Thermal and moisture protections including roof materials and installations, building insulations, waterproofing and treatments;
- 2.2.2.3. Doors, windows, curtain walls, with security and protective treatments, complete with framing, accessories and hardware for intended uses as required. Proposal for VA/VE should be approved before any installation;
- 2.2.2.4. Ceilings, walls and floors finishes for interior and exterior applications; painting works, stone works, claddings and accentuations as required;
- 2.2.2.5. Building exterior and interior signages;
- 2.2.2.6. Toilet compartments and accessories thus making each room of the toilet usable and functional;
- 2.2.2.7. Built-in cabinetries, woodworks, and carpentry works;
- 2.2.2.8. Supply and install Designed Fit-outs, Furnishings and Fixtures (DFOFF) for conference/seminar and accommodations facilities;
- 2.2.2.9. Food equipment, appliances, accessories, etc. for main kitchen and satellite kitchens;
- 2.2.2.10. Apply for necessary permits including preparation of all necessary plans, forms/related documents, certificates, legworks and pay applicable fees and charges, testing, commissioning, and until turnover; and,
- 2.2.2.11. Perform all other works necessary in providing the complete architectural exterior and interior works in accordance with the project technical specifications, construction drawings, approved shop drawings, standards, codes, regulations, and manufacturers or suppliers methodology of installation and commissioning requirements.

2.2.3. **Plumbing and Sanitary Works:** works included herein shall consist of furnishing all labor, tools, equipment, appliances, and materials necessary for complete installation, testing and operation of the plumbing and sanitary system composed of:

- 2.2.3.1. Sewer system to include soil, waste and vent piping and interconnecting to the STP and existing sanitary sewers including appurtenances;
- 2.2.3.2. Storm drainage systems to include piping, area drains, catch basins, trenches, etc. interconnecting to the rain water harvesting system and/or existing drainage system;
- 2.2.3.3. Sanitary and Plumbing fixtures to include water heaters, water closets, lavatories, sinks, urinals, shower heads, faucets, fittings and accessories;
- 2.2.3.4. Water distribution and supply system to include portable and non-portable

water, fittings, trims, water tanks/cisterns and accessories;

- 2.2.3.5. Domestic pump system, fittings, and accessories;
- 2.2.3.6. Sewage Treatment Plant (STP) to include system equipment, pumps, fittings, accessories and interconnection to the existing STP;
- 2.2.3.7. Rain Water Harvesting System to include equipment, pumps, fittings, and accessories;
- 2.2.3.8. Provision of service water connection, water meter, valves including all fittings and accessories from service provider to the underground water tanks of the NTB;
- 2.2.3.9. Interconnection to existing Deep Well Supply System to the underground water tanks of the NTB including pumps, valves, fittings, and accessories; and,
- 2.2.3.10. Apply for necessary permits including preparation of all necessary plans, forms/related documents, certificates, legworks and pay applicable fees and charges, testing, commissioning, and until turnover; and,
- 2.2.3.11. Perform all other works necessary in providing the complete plumbing and sanitary works/system in accordance with the project technical specifications, construction drawing, approved shop drawings, standards, codes, regulations, and manufacturers or suppliers methodology of installation and commissioning requirements.

2.2.4. **Mechanical Works**

Fire Protection: works included in this specification shall consist of, but not limited to the following items:

- 2.2.4.1. Arrange for, obtain and bear the cost of necessary permits and bonds for the automatic sprinkler work;
- 2.2.4.2. Furnish and install sprinkler system to the entire building as shown in the construction drawings and approved shop drawings. System to include all pipes, hangers, sway braces, sprinkler heads, control valves, drain valves, alarms, alarm bells, water flow switches and control valve monitor switches, sprinkler supervisory control panel, fire pumps, jockey pumps, drives and controllers and necessary accessories, fire hose cabinets and accessories, pressure relief valve and other valves, manual pull stations, smoke/heat detectors, water flow detectors, emergency lighting for egress, illuminated exit signs and other life safety system devices;
- 2.2.4.3. Furnish and install fire department connections, fittings, and accessories located as shown on the construction drawings and approved shop drawings;
- 2.2.4.4. Testing of all piping system and necessary cleaning of fire protection works;
- 2.2.4.5. Furnish shop drawings and certificates of inspection;
- 2.2.4.6. Cutting, patching and removing of all rubbish and debris from the jobsites resulting from the fire protection works;
- 2.2.4.7. Fire extinguishers including mounting system and devices shall be furnished by the Contractor in compliance with the local Fire Department requirements as specified, i.e., fire extinguisher requirements at the different areas and floors;
- 2.2.4.8. Provision of clean agent fire extinguishing system, devices, fittings, and

accessories;

- 2.2.4.9. Provision of Fire Safety Compliance Report (FSCR), Fire Safety Compliance and Commissioning Report (FSCCR), Fire Safety Maintenance Report (FSMR) as prepared by a Licensed Professional Mechanical Engineer and Fire Protection Practitioner including other related pertinent reports and occupancy certificates issued by the Bureau of Fire Protection to operate the NTB;
- 2.2.4.10. Apply for necessary permits including preparation of all necessary plans, forms/related documents, certificates, legworks and pay applicable fees and charges, testing, commissioning, and until turnover; and,
- 2.2.4.11. Perform all other works necessary in providing the complete fire protection works/systems and life safety system in accordance with the project technical specifications, construction drawing, approved shop drawings, standards, codes, regulations, and manufacturers or suppliers methodology of installation and commissioning requirements.

HVAC System: furnish, install, test and commission Building Management System (BMS) or Building Automation System (BAS) ready air-conditioning and ventilating equipment including all related incidental items/accessories for the complete installation and operation of the Heating, Ventilation, and Air-Conditioning (HVAC) system of the Project.

- 2.2.4.12. Variable Refrigerant Flow System (VRF)/Variable Refrigerant Volume (VRV);
- 2.2.4.13. Direct Expansion (DX) type air-conditioning system;
- 2.2.4.14. Air Handling Units (AHU);
- 2.2.4.15. Fans and ventilation systems;
- 2.2.4.16. Chilled water pumps, valves, fittings and accessories;
- 2.2.4.17. Air-cooled chillers, air-conditioning compressors and condensing units, air compressors, controllers, fittings and accessories;
- 2.2.4.18. Duct works, duct materials, insulations, fire stops, dampers, hangers/supports and accessories;
- 2.2.4.19. Refrigerant piping, drain piping, insulations, fire stops, hangers /supports and accessories;
- 2.2.4.20. Piping identification and color coding;
- 2.2.4.21. Controls, fire stopping and dampers including third-party testing and certification to ensure compliance with the approved manufacturer's requirements;
- 2.2.4.22. Testing, adjusting and balancing operations for mechanical system installation;
- 2.2.4.23. Exhaust and ventilating system shall be combination of centralized aircon type, ceiling cassette type, wall mounted industrial type propeller fan, jet fan, kitchen exhaust, pressurization blowers, etc.;
- 2.2.4.24. Secure operational permits and other compliance requirements;
- 2.2.4.25. Connection to electrical power supply, water supply and drain line, and electronics systems;
- 2.2.4.26. Apply for necessary mechanical and other permits including preparation of all necessary plans, forms/related documents, certificates, legworks

and pay applicable fees and charges, testing, commissioning, and until turnover; and,

- 2.2.4.27. Perform all other works necessary in providing the complete HVAC system in accordance with the project technical specifications, construction drawing, approved shop drawings, standards, codes, regulations, and manufacturers or suppliers methodology of installation and commissioning requirements.

Elevators and Escalators: works included in these specifications shall consist of, but not limited to the following items:

- 2.2.4.28. Installation and supply of labor, materials, tools, equipment and services required to manufacture, assemble, deliver (*including all import and export documents and fees, if needed*), and all items necessary for the proper execution and completion of:

- ☐ two (2) Passenger Elevators;
- ☐ one (1) Service/Passenger Elevator with Machine Room at the Tower-area;
- ☐ one (1) Machine-Room-Less Service Elevator at the Podium-area, and
- ☐ four (4) units Indoor Escalators

- 2.2.4.29. Elevator and Escalator systems shall be connected to video surveillance system, BMS/BAS, and electrical power supply;

- 2.2.4.30. Apply for necessary mechanical and other permits including preparation of all necessary plans, forms/related documents, certificates, legworks and pay applicable fees and charges, testing, commissioning, and until turnover; and,

- 2.2.4.31. Perform all other works necessary in providing the complete passenger elevator (including beam separators) and escalators system (including cladding and cladding framing system) in accordance with the project technical specifications, construction drawing, approved shop drawings, standards, codes, regulations, and manufacturers or suppliers methodology of installation and commissioning requirements.

- 2.2.5. **Electrical Works:** shall include but not limited to the following principal items:

- 2.2.5.1. Furnish and install all civil work items (generator sets, power transformer, high/low voltage switchgears, panel boards and all other electrical areas or rooms) related to the electrical installation including concrete pedestals/foundations, concrete encasement of conduits, manholes / handholes, equipment pads, trenches, oil interceptors, metering equipment pedestal, wall and ceiling insulations for soundproofing, mounting accessories, etc.;

- 2.2.5.2. Apply for electrical power service connections from local power provider including preparation of all necessary plans, forms/related documents, permits, certificates, testing and commissioning, legworks and pay applicable fees and charges, until its energization and turnover;

- 2.2.5.3. Provide the necessary improvements, upgrading, works, and services of the existing electrical substations that require interconnectivity in compliance with local power provider requirements e.g., electrical equipment, devices, cables/wirings, and metering interconnectivity, service pedestals, grounding system including all accessories;

- 2.2.5.4. Supply, install, test and commission high and low voltage switchgears, distribution busways/raceways, capacitor banks, control panels, transfer switches, etc., including all necessary accessories and all interconnecting cables, cable support and connectors;
 - 2.2.5.5. Supply, install, test and commission brand new standby generator sets including exhaust pipes and mufflers/silencers, ducting, fuel tanks/day tanks, piping system, control panel system, vibration pads/mounting pedestals, and all necessary accessories;
 - 2.2.5.6. Supply, install, test and commission all power feeder lines system, main and local branch circuits and equipment including control panel boards, conduits, fittings, wirings/cables, hangers/supports, and all necessary accessories;
 - 2.2.5.7. Terminate, test and commission all power feeder lines system at high and low voltage switchgears including wires/cables and all necessary accessories;
 - 2.2.5.8. Supply, install, test and commission all exterior and interior lighting systems, equipment, devices, fixtures, outlets, switches, power wirings/cables, conduits, boxes, gutters, fittings, hangers/supports, concrete encasement for underground conduits, and all necessary accessories;
 - 2.2.5.9. Furnish and install all electrical works including all auxiliary equipment, grounding system, lightning arresters, disconnect-switches and protective devices, and necessary accessories as indicated in the project technical specifications, construction drawings, and approved shop drawings;
 - 2.2.5.10. Provide electrical connections including all needed accessories from local power provider to the service entrance of the NTB;
 - 2.2.5.11. Test and commission all supplied and installed equipment, devices, electrical system, and accessories; and,
 - 2.2.5.12. Perform all other works necessary in providing the complete electrical works/system in accordance with the project technical specifications, construction drawing, approved shop drawings, standards, codes, regulations, and manufacturers or suppliers methodology of installation and commissioning requirements.
- 2.2.6. **Electronics & Communication and Auxiliary Works:** electronics and communications system shall consist of the following provisions for the conduits, fittings, wirings, equipment and all needed accessories of the auxiliary system:
- 2.2.6.1. Supply, install, test and commission Building Management System (BMS) including equipment, devices, software, monitoring dashboards/computer system, uninterrupted power supply, sensors, protective devices, control panel boards, conduits, fittings, wirings/cables, hangers/supports, and all necessary accessories;
 - 2.2.6.2. Supply, install, test and commission network infrastructure including structured cabling, local area network, core and distribution switches, wireless access points, wireless routers, cabinets, conduits, wires/cables, devices, hangers/supports, and all other necessary accessories and peripherals;
 - 2.2.6.3. Supply, install, test and commission Private Automatic Branch Exchange (PABX)/Telephone system and Auxiliary, including telephone handsets,

consoles, conduits, wires/cables, devices, hangers/supports, and all other necessary accessories and peripherals;

- 2.2.6.4. Supply, install, test and commission Community Antenna Television (CATV) system including conduits, wires/cables, devices, hangers/supports, and all other necessary accessories and peripherals;
- 2.2.6.5. Supply, install, test and commission Audio Video System including conduits, wires/cables, devices, hangers/supports, and all other necessary accessories and peripherals;
- 2.2.6.6. Supply, install, test and commission Master Clock and Digital Signages system including clocks, signages, mounting mechanisms, conduits, wires/cables, devices, hangers/supports, and all other necessary accessories and peripherals;
- 2.2.6.7. Supply, install, test and commission Public Address and Background Music including speakers, mounting mechanisms, conduits, wires/cables, devices, hangers/supports, and all other necessary accessories and peripherals;
- 2.2.6.8. Supply, install, test and commission Accelerographs or Earthquake Recording Instrument (ERI) including sensor devices, data loggers, control panels, conduits, wires/cables, devices, hangers/supports, and all other necessary accessories and peripherals;
- 2.2.6.9. Supply, install, test and commission CCTV and Security Surveillance System including surveillance cameras, patch panels, conduits, wires/cables, devices, hangers/supports, and all other necessary accessories and peripherals;
- 2.2.6.10. Supply, install, test and commission Fire/Smoke Detection and Alarm System including smoke detectors, heat detectors, alarm bells/sirens, control panels, conduits, wires/cables, devices, hangers/supports, and all other necessary accessories and peripherals. **Installation of Fire Suppression System must be compliant with applicable standards for a 14-storey building. Contractor should make distinction and apply the use fire suppression elements/chemicals appropriate for oil-based hazards, electric hazards, and other hazards that may cause fire;**
- 2.2.6.11. Apply for necessary electronic and communication permits including preparation of all necessary plans, forms/related documents, certificates, legworks and pay applicable fees and charges, testing, commissioning, and until turnover; and,
- 2.2.6.12. Perform all other works necessary in providing the complete electronics and communications works/systems in accordance with the project technical specifications, construction drawing, approved shop drawings, standards, codes, regulations, and manufacturers or suppliers methodology of installation and commissioning requirements.

2.3. Site Development and Various Site Improvements

- 2.3.1. Concrete sidewalks with provision of PWD ramp including markings, curbs and gutter;
- 2.3.2. Driveway improvements to include removal of existing asphalt road, construction of new road and markings;

- 2.3.3. Refurbish, clean, and repaint front fence and gates including existing DAP logos;
- 2.3.4. Demolish existing fence as indicated in the site development and demolition plan, construct new retaining wall, haul and dispose construction debris;
- 2.3.5. Supply, install, test and commission site water distribution pipeline from the utility provider to cistern tanks of the New Training Building and of the existing DAPCC facility including fittings, valves, hangers/supports and all necessary accessories;
- 2.3.6. Supply, install, test and commission site water distribution line, new fire hydrant systems (must replace existing fire hydrants), fittings, fixtures, hangers/supports and all necessary accessories including connection to existing supply line;
- 2.3.7. Supply, install, test and commission site sanitary sewerage system and drainage systems including fittings, fixtures, hangers/supports and all necessary accessories including connection to existing supply line;
- 2.3.8. Supply, install, test and commission site utility area drains, catch basins, utility trench gratings, utility trench drains, and box culvert including fittings, fixtures and all necessary accessories;
- 2.3.9. Supply, install, test and commission site electrical system to include primary line electrical poles, exterior lightings, lamp posts, conduits, wires/cables, concrete encasement for underground pipes, electrical manholes, handholes, fittings, fixtures and all necessary accessories including connection to existing supply line;
- 2.3.10. Supply, install, test and commission site/exterior CCTV and Security Surveillance System including surveillance cameras, connection to patch panels, conduits, wires/cables, hangers/supports, and all other necessary accessories and peripherals;
- 2.3.11. Perform all other works necessary in providing the complete site development and various site improvements in accordance with the project technical specifications, construction drawing, approved shop drawings, standards, codes, regulations, and manufacturers or suppliers methodology of installation and commissioning requirements.

2.4. Completion of Construction of the New Sewage Treatment Plant (STP)

- 2.4.1. Perform civil and structural works to include earthworks, concreting, masonry, metal works, and waterproofing;
- 2.4.2. Perform finishing and painting works on STP control room;
- 2.4.3. Supply, install, test and commission sanitary/plumbing and electrical systems to include BMS compatible electromechanical system/equipment and components, interconnection with the existing STP, sewage lines from NTB, and treated water line from STP to non-potable water tank at basement of NTB;
- 2.4.4. Provide all spare-parts for repairs and maintenance during the warranty period to ensure continuous process operations without additional cost to the DAP;
- 2.4.5. Submit Operating and Maintenance Manuals to include training of DAP maintenance personnel;
- 2.4.6. Apply for discharge and other related permits including preparation of all necessary plans, forms/documents, certificates, submission of test results showing compliance of effluent/treated water to environmental standards set by the LLDA and other environmental oversight agencies, legworks and pay applicable fees and charges of testing, commissioning, and until turnover;

- 2.4.7. Perform all other works necessary in providing the complete fully functional STP system in accordance with the project technical specifications, construction drawing, approved shop drawings, standards, codes, regulations, and manufacturers or suppliers methodology of installation and commissioning requirements.

2.5. Construction of Material Recovery Facility (MRF)

- 2.5.1. Perform civil and structural works to include earthworks, concreting, masonry, and waterproofing;
- 2.5.2. Perform finishing and painting works to include provision of doors and windows;
- 2.5.3. Perform sanitary/plumbing, electrical, electronics, and communication works to include provision of floor drains, lighting fixtures, CCTV surveillance camera, telephones, fire detectors/alarms/extinguishers, wires/cables, all necessary accessories;
- 2.5.4. Perform all other works necessary for the completion of the MRF in accordance with the project technical specifications, construction drawing, approved shop drawings, standards, codes, regulations, and manufacturers or suppliers methodology of installation and commissioning requirements.

2.6. Landscaping of designated areas within the 4.08-hectare DAPCC-Tagaytay Compound

- 2.6.1. Supply and install softscapes and hardscapes along front fence (frontage of front building), pathway going to upper lobby, BBQ Plaza A & B (*outdoor activity areas*), island at parking area, and at the NTB site premises and surroundings;
- 2.6.2. Supply, install, test and commission electrical, plumbing, and drainage components at landscape designated areas;
- 2.6.3. Perform all other works necessary for the completion of landscaping in accordance with the project technical specifications, construction drawing, approved shop drawings, standards, codes, regulations, and manufacturers or suppliers methodology of installation and commissioning requirements.

2.7. Renovation of Engineering and Maintenance Building

- 2.7.1. Demolish affected areas/components/walls as indicated in the approved demolition plan, relocate existing 125kw Deutz generator set, and dispose all construction debris;
- 2.7.2. Perform civil and structural works to include earthworks, foundation, concreting, masonry, all metal works, roofing, and waterproofing;
- 2.7.3. Perform architectural and finishing works to include floor/wall/ceiling finishes, plastering works, painting works, doors and windows, wall and ceiling insulation for soundproofing and thermal protection (*e.g., genset room*), fixtures, and all necessary accessories including connection to existing supply line;
- 2.7.4. Perform sanitary/plumbing works to include toilet fixtures, stainless steel sink, janitorial room with slop sink, pantry sink faucet, water supply pipes, drainage, waste & vent (DWV) pipes, and all necessary accessories including connection to existing supply line;
- 2.7.5. Supply, install, test and commission electrical and mechanical system to include

lighting fixtures, conduits, wires/cables, circuit breakers, switch board, panel board, air-conditioning and drain pipes, exhaust/ventilation, and all necessary accessories;

- 2.7.6. Supply, install, test and commission electronics and communication system to include provision for voice and data (wired and wireless), CCTV and surveillance cameras, fire/smoke detectors and alarms, conduits, wires/cables, fixtures and all necessary accessories;
- 2.7.7. Supply and install furniture and fixtures to include storage rack for plans, work stations, office chairs and tables, storage cabinets and shelves, steel storage racks, and office equipment;
- 2.7.8. Perform all other works necessary to complete the renovation of engineering and maintenance building in accordance with the project technical specifications, construction drawing, approved shop drawings, standards, codes, regulations, and manufacturers or suppliers methodology of installation and commissioning requirements.

2.8. Punch Listing, Rectification, and Testing and Commissioning

- 2.8.1. Correct, repair, and rectify all noted defects and punch-listed items, and/or needed replacements identified after the conduct of inspection/punch-listing together with the CMC, DC, and DAP authorized representatives;
- 2.8.2. Restore/repair any portion/facility/utilities within DAPCC compound and adjacent areas which may have been damaged in the course of the construction and perform corrective measures as may be identified or directed by the DAP and relevant government agencies for causes attributable to the construction project without additional cost to the DAP;
- 2.8.3. **Start-Up and Commissioning Support Service:** the contractor shall provide technical support personnel and assistance in the initial startup and commissioning of all building's engineered systems and equipment installed, ensuring they operate as per design specifications **for the period of six (6) months prior to turn-over and acceptance of the project.**
 - 2.8.3.1. Develop start-up procedures specific to building systems and equipment installed based on type and manufacturer guidelines;
 - 2.8.3.2. Perform pre-functional and functional performance testing for HVAC, lighting, fire detection and protection, elevators, escalators, public address and auxiliary, electronics and communications, plumbing, and other critical systems;
 - 2.8.3.3. Verify controls integration (Building Management System – “BMS”) and response logic.
 - 2.8.3.4. Develop and implement standard operating procedures for building systems and equipment usage;
 - 2.8.3.5. Monitor equipment performance and adjust operations to optimize efficiency;
 - 2.8.3.6. Provide on-site supervision during initial operations;
 - 2.8.3.7. Create a preventive maintenance plan, including schedules, checklists and comprehensive manuals and operational guidelines;
 - 2.8.3.8. Conduct inspections, maintenance and servicing of building systems and equipment installed;

- 2.8.3.9. Address and rectify any equipment failures or malfunctions;
- 2.8.3.10. Carry out necessary repairs or replace faulty components to restore systems and equipment functionality;
- 2.8.3.11. Maintain detailed records of maintenance activities and equipment status;
- 2.8.3.12. Provide technical support and personnel for urgent maintenance needs;
- 2.8.3.13. Endorse a maintenance service provider for all engineered systems and equipment (from manufacturer's accredited service provider);
- 2.8.3.14. Conduct training of DAPCC personnel on operating and maintenance of all system, devices, equipment, facilities, and utilities.
- 2.8.4. Conduct final testing, observations, and commissioning of all installed systems, devices, and equipment to the desired operating conditions, and submit reports and/or recommendations for approval; and
- 2.8.5. Perform all other works necessary as contained in this section and in accordance with the testing and commissioning requirements prior to turn-over and acceptance.

2.9. Final Inspection, Turn-over and Acceptance, and Contractor's Demobilization.

- 2.9.1. Apply for occupancy permit and other building operational permits, permanent utilities connections to local service providers, including legworks and payment for applicable fees and charges;
- 2.9.2. Submit construction and post-construction documentary requirements and other requirements such as complete As-Built Drawings, As-Built Technical Specifications, and Operating and Maintenance Manual;
- 2.9.3. Warranty: The costs of materials, labor, and other related consumables to be incurred in the conduct of preventive maintenance service of electro-mechanical equipment (electric generator sets, elevators, escalators, and centralized air-conditioning system) during the five (5) years warranty period will be on the account of the contractor.
- 2.9.4. Clean, clear/remove and dispose of all construction debris, and any and all hazardous waste in accordance with environmental standards, applicable laws and regulations; and,
- 2.9.5. Perform all other works necessary as contained in this section and in accordance with the final inspection and demobilization requirements prior to turn-over and acceptance.

IMPORTANT NOTE: All items, materials, labors not specifically included in all of the above-cited works/systems that are deemed necessary component for the complete execution, implementation, and commissioning of all works/systems cited above must be included as awarded Contractor's "ONE LOT LUMP SUM responsibility and accountability without additional costs/charges to DAP and extension of Project timeline".

3. SUBMISSION OF CONSTRUCTION AND POST-CONSTRUCTION DOCUMENTARY REQUIREMENTS: The Contractor shall submit, among others that may be required, the following submittals:

- 3.1. Construction Health and Safety Program duly approved by the Department of Labor and Employment;

- 3.2. Monthly and Annual Progress Reports with photo documentation including updated Program of Works showing the planned and actual percentages of accomplishments with equivalent amounts, updated cash flow forecast, any changes to the sequence of the activities, catch up plan in case of delays, and effect of any approved variations. ***Each photo-documentation should have the date and time stamps, in jpeg-format;***
- 3.3. Final Project Report including original and updated program of works, cash flow forecast, any changes to the sequence of the activities, catch up plans, and effect of any approved variations. ***Each photo-documentation should have the date and time stamps, in jpeg-format;***
- 3.4. Complete set of As-built Drawings from the CONTRACTOR (signed & sealed plans, including electronic copy in PDF and CAD-format);
 - 3.4.1. Four (4) sets of original copy in A0 sheets (plotted on a mylar sheets) signed and sealed by appropriate professional architects and engineers;
 - 3.4.2. Ten (10) sets of blue print copies in A0 sheets signed and sealed by appropriate professional architects and engineers;
 - 3.4.3. Complete set of colored photos, printed copies with date-stamp and time-stamp including specific locations demonstrating before, during, and after construction works;
 - 3.4.4. Complete set of electronic files in USB Thumb drive or external drive containing the following;
 - 3.4.4.1. "AS-BUILT DRAWINGS" in PDF and CADD format for final completion of the project;
 - 3.4.4.2. Complete set of electronic colored photos and video-coverage, in digital copies jpeg-format and mp4-version. ***Each photo and video coverage should be stamped with date and time including specific locations demonstrating the scenes before, during, and after construction works;***
- 3.5. Construction Master Schedule for all phases of the PROJECT;
- 3.6. Minutes of the Meetings (MoM) approved files in MS Word, and in pdf-files of the signed copy of the said meetings. Each MoM, should contain at least two (2) colored photos fit in one page, showing the participants who attended the meeting (***Each photo-documentation should have the date and time stamps, in jpeg-format;***);
- 3.7. Punch-List of all known defects with Close-out Report;
- 3.8. Constructors/suppliers performance evaluation rating issued by the CMC and DAP authorized representative following the **Constructors' Performance Evaluation System (CPES)**;
- 3.9. All documents collected in the maintenance of the comprehensive construction management information system and the document control and project records system of the PROJECT;
- 3.10. Operations and Maintenance Manuals are required prior to the request for final billing;
 - 3.10.1. **Contents:** Prepare the Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 3.10.1.1. **Part 1:** Directory, listing the names, addresses, and telephone numbers of the Consultants, Contractor, Subcontractors, and major equipment suppliers;
 - 3.10.1.2. **Part 2:** Operation and maintenance instructions arranged by system and subdivided by the specification section. For each category, identify the

names, addresses, and telephone numbers of the Subcontractors and suppliers. Identify the following:

- ❖ Significant design criteria;
- ❖ List of equipment;
- ❖ Parts list for each component;
- ❖ Operating instructions;
- ❖ Maintenance instructions for equipment and systems;
- ❖ Maintenance instructions for [special] finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

3.10.1.3. **Part 3:** Project documents and certificates, including the following:

- ❖ Approved Shop Drawings and product data;
- ❖ Testing and commissioning reports for electromechanical utilities and systems;
- ❖ Certificates;
- ❖ Originals of warranties and bonds.

3.10.1.4. Scan the entire manual and provide 3 copies to DAP.

3.10.1.5. **The e-copy of the editable-files and the pdf-files** should also be submitted on USB flash drive.

3.10.2. **Materials and Finishes Manuals**

3.10.2.1. **Building Products, Applied Materials, and Finishes:** Include product data, with the catalog number, size, composition, and the color and texture designations. Include information for re-ordering custom manufactured products.

3.10.2.2. **Instruction for Care and Maintenance:** Include manufacturer's instructions for cleaning agents and methods, precautions against detrimental agents and methods, and a recommended schedule for cleaning and maintenance.

3.10.2.3. **Moisture Protection and Weather Exposed Products:** Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.

3.10.2.4. Enumerate in the Table of Contents the needed design data, with a locator tab.

3.10.2.5. **Additional Requirements:** As specified in the individual product specification sections.

3.10.3. **Equipment and Systems Manuals**

3.10.3.1. For equipment, or component parts of equipment put into service during construction and operated by the DAP, submit documents prior to the request for final billing;

3.10.3.2. **Each Item of Equipment and Each System:** Include a description of the unit or system, and the component parts. Identify the function, normal operating characteristics, and limiting conditions. Include performance curves, with priming data and tests, and complete nomenclature and

model number of replaceable parts;

3.10.3.3. **Panel Board Circuit Directories:** Provide electrical service characteristics, controls, and communications typed;

- ❖ Include color-coded wiring diagrams as installed;
- ❖ Panel boards name tag should be in etched in acrylic plastic or approved equivalent.

3.10.3.4. **Operating Procedures:** Include in write-up the instruction and sequences for the start-up, break-in, and routine normal operating procedures. Include regulation, control, stopping, shutdown, emergency instructions, and special operating instructions for seasonal changes;

3.10.3.5. **Repairs and Maintenance Requirements:** Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, calibration, adjusting, balancing, and checking instructions:

- ❖ Include a servicing and lubricating schedule, and a list of lubricants required;
- ❖ Include the manufacturer's printed operation and maintenance instructions;
- ❖ Include sequence of operation by the controls manufacturer;
- ❖ Include the original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance;
- ❖ Provide procedural instruction in graphic/diagram form as per manufacturers' specifications;
- ❖ Include the Contractor's coordination drawings, with color-coded piping diagrams as installed;
- ❖ Include charts of valve tag numbers, with the location and function of each valve, keyed to the procedural instruction in graphic/diagram form as per manufacturers' specifications;
- ❖ Include a list of the original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage; and,
- ❖ Include test, calibration, and balancing reports.

3.10.4. **Maintenance Service:**

3.10.4.1. Submit a warranty certificate from the date of the issuance of certificate of completion until its date of effectivity;

3.10.4.2. Facilitate submission in coordination with suppliers/manufacturers of a particular utilities/systems' equipment, a proforma service agreement contract for continuity of future maintenance service;

3.10.4.3. Implement needed maintenance service based on the proposed preventive maintenance schedule and frequency as recommended by the concerned suppliers/manufacturers as may be applicable;

3.10.4.4. Include a systematic data gathering, cleaning, examination, adjustment, and lubrication of the components. Use original parts as prescribed by the manufacturer; and,

3.10.4.5. Ensure that the maintenance service during warranty period shall be performed by the manufacturer or its duly authorized exclusive local

distributor in the Philippines. The costs of materials, labor, and other related consumables to be incurred during the conduct of preventive maintenance service will be on the account of the contractor.

3.10.5. Training of DAP Personnel

- 3.10.5.1.** Arrange for and coordinate instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives;
 - 3.10.5.2.** On site assistance in the operation of building systems during initial occupancy; and,
 - 3.10.5.3.** Conduct training of counter professional, and skilled staff or designated representative/s of DAPCC in proper operations, schedules and procedures of the physical facilities and equipment.
- 3.11.** Warranty Certificate of at least five (5) years against poor workmanship and defects traceable to materials supplied and installed from the date of issuance of Certificate of Completion.
- 3.12.** Construction permits, permits to operate, occupancy permits and all necessary pertinent clearances, certificates and reports for all engineering disciplines from various Government agencies.

REMINDERS FOR COMPLIANCE: All submittals should comply to the following:

- 1st.** Drafts of whatever narrative-documentation should be written in...
- 01.** MS Word for narrative reports;
 - 02.** MS Excel for calculations;
 - 03.** MS PowerPoint for presentations;
 - 04.** MP4 for all video clips;
 - 05.** JPEG-format for photos with date and time-stamps when the shot was taken;
 - 06.** CAD for drawings that can be edited;
 - 07.** PDF-format (that cannot be edited) of CAD-drawings;
 - 08.** Proponent must ensure that all electronic-files can be read and retrieved by the DAP Project Team;
 - 09.** Narrative Reports should be generally written in Arial font size12 on size-A4 paper; and,
 - 10.** Footnotes, endnotes, and other citations /referencing, in any report (excel-file or word-file) should be written in Times New Roman font size10.
- 2nd.** All draft electronic copies should be emailed to the DAP-engaged Construction Management Consultant, and copy furnished the DAP Project Manager / Authorized Representatives;
- 3rd.** The Contractor and its designated technical staff should also provide their respective official company email-addresses (if available), mobile/contact number where query/clarification/agreement/decision can be communicated;
- 4th.** All FINAL copies, with signatures, of query/clarification/agreement/decision and/or any applicable documentation should be in PDF-format;
- 5th.** All FINAL electronic copies should be emailed to the DAP-engaged Construction Management Consultant, and copy furnished the DAP Project Manager / Authorized Representatives;

- 6th. **Signed clear printed copies of the FINAL FILES written on the letterhead of the Contractor should be likewise submitted**, as follows:
- a. FOUR (4) sets of final files of Narrative Reports or any applicable documentations on query/clarification/agreement/decision made or issued, with original signature/s of the concerned authorized individuals/officers/experts;
 - b. SEVEN (7) sets of the recopied documents “certified as true and correct copy” of the originally signed documents;
 - c. Narrative Reports or any applicable documentations should be generally written in Arial-font size12 on size-A4 paper. Footnotes, endnotes, and other citations/referencing, in any report (excel-file or word-file) should be written in Times New Roman font size10;
- 7th. FINAL ELECTRONIC copy of all communications, reports, drawings, photos, presentations, CAD, reference standards, bid-documents, etc. (sent to Construction Management Consultant) should be systematically organized and stored in an external hard disk with storage capacity of, at the very least, double the grand total of all file sizes. **More explicitly, the external drive should only be, at most, 50% filled-up when the said external drive is submitted to DAP.**

Nothing Follows

Section VII. Construction Rules and Regulations

This section shall serve as a guide to the Contractor throughout the implementation of the Project.

NEW TRAINING BUILDING (NTB) CONSTRUCTION SITE IN DAPCC, TAGAYTAY CITY

PROJECT: One Lot Lump Sum Contract for the Completion of Unfinished Works for the Construction of a Fourteen-Storey New Training Building, Site Development and various Site Improvements, including supply and installation of Design Fit-Outs, Furnishings, and Fixtures (DFOFF) at the DAP Conference Center in Tagaytay City

A: SITE POSSESSION / WORK-AREA ENCLOSURE /WORK STOPPAGE

- A.01.** The Contractor, who will construct the NTB for thirty-six (36) calendar months, shall submit a written request in order to secure written approval from the DAP Senior Vice President for Services Group (SVP-S) as regard to the temporary occupancy of the NTB project site. The site occupancy shall not be construed as exclusive right of Contractor to be in the area. DAP remains the property owner, may revoke the accorded access, and may visit any part of the project site at any given time with A.C. Ong Consulting, Inc. (ACOCI), as the on-site Construction Management Consultant (CMC).
- A.02.** **WORK STOPPAGE:** Likewise, written request of turn-over shall also be submitted by the Contractor to ACOCI in case the Contractor would avail work-stoppage. The work stoppage has to be approved by the DAP President and Chief Executive Officer (DAP-PCEO) as recommended by the DAP Project Team, upon favorable endorsement of ACOCI. The request for work-stoppage must be submitted to ACOCI no later than one calendar week before the date of the requested work stoppage. Stoppage without expressed WRITTEN APPROVAL of the DAP-PCEO, shall be construed as a major violation of the Contractor of its contractual obligations, which may entail pre-termination of the Contract, and shall be construed as the default of the Contractor.
- A.03.** Work area shall be provided with decent enclosures /signage on all sides making the site accessible only to authorized personnel. The enclosures shall be stable and with proper and decent construction signage.
- A.04.** **CONSTRUCTION BILLBOARD:** The Contractor shall provide the appropriate and prescribed Construction Billboard and shall be posted conspicuously, in places that will be approved by the DAP Project Manager / Authorized Representatives. The Billboard's information should be compliant with specifications & data that should be publicly made.
- A.05.** The Contractor shall be responsible and accountable for providing the accomplishments data that must be publicly announced. On the other hand, no data/information shall be placed in the Project Billboard without the technical consultation and reconciliation of data with ACOCI and DAP Project Manager / Authorized Representatives. The Project Billboard shall be updated no later than every 10th calendar day of the current month for the accomplishments registered as of the end of the previous calendar month.

B: WORK PLANS AND CONSTRUCTION HOURS:

- B.01.** Updated Work Plans and construction/shop drawings shall be posted at all times in a conspicuous place/s within the temporary field offices of Contractor, ACOCI

and DAP. The Contractor shall be responsible for ensuring that these reference materials are up-to-date based on the agreements and next steps resolved during the coordination and/or technical meetings.

- B.02.** Construction works shall comply with the approved Schedule of Works posted on the bulletin board at the temporary field offices of the Contractor, ACOCI, and DAP, or as recently approved by the authorized DAP Officials.
- B.03.** As need arises and/or to keep the project on schedule, work hours may be scheduled at least two shifts in a day and six days in a calendar week.
 - B.03.a.** Each shift should not be less than eight (8) hours, or at least a total of sixteen (16) hours a day.
 - B.03.b.** As work may be scheduled on a rotation basis, there shall be no less than six (6) calendar days of work in a calendar week.
 - B.03.c.** Work may be extended to 24/7; i.e., Mondays to Sundays, including holidays, to finish the scheduled works, provided further that construction nuisances (dust, noise, odor) are minimized.
- B.04.** Works that shall be carried out that may cause unavoidable nuisances and crippling effect on the operations of DAPCC or works outside the construction site shall require a **“WRITTEN WORK PERMIT”** recommended by ACOCI, endorsed by DAP Project Manager, and duly approved by the DAPCC Department Manager. The said permit shall be submitted by the Contractor, at least five (5) calendar days before the actual work schedule.
- B.05.** The Contractor shall provide dust siphoning devices/equipment to minimize any kind of inconvenience to guests/employees. If feasible, any construction noise shall also be minimized. If construction noise is unavoidable, the Contractor shall coordinate with ACOCI for proper scheduling of such work.

C: DELIVERY PROTOCOLS:

- C.01.** Prior to delivery of supplies/materials, the Contractor shall submit brochures, supplies/materials technical data and/or material-boards to ACOCI Construction Manager or its designated Resident Engineer on site, for approval of appropriate architecture and engineering professionals of Arce-Bailon-Arce-Architects (ABAA), as the project Design Consultant. Lead time for the Request for Approval (RFA) of supplies/materials is at least seven (7) to twenty-one (21) calendar days, depending on the complexity of the request.
- C.02.** Plant visits and/or inspections shall be required as recommended necessary by ACOCI Construction Manager or its Resident Engineer. Plant visits and inspection shall be conducted at least one (1) week before the scheduled delivery of supplies/materials.
- C.03.** All deliveries of approved supplies/materials shall have prior notice of at least two (2) to three (3) days before the actual date of delivery and shall be subjected to verification on compliance with approved technical specifications by ACOCI Construction Manager or designated Quality Control / Materials Engineer. Non-conforming supplies/materials will be rejected and shall be replaced by the Contractor with the approved supplies/materials.
- C.04.** For delivery of tools, machineries and equipment that are not included in the submitted bid form but will be used for construction, the Contractor will provide an updated copy of Form 9: List of Available Equipment Units at least 3-5 days prior to the date of delivery. The copy shall be submitted to the ACOCI

Construction Manager or its Resident Engineer;

- C.05.** The designated gates for entry and exit of all deliveries by the Contractor, sub-contractors, and third-party suppliers, shall be at the Gate No.3 (along Mendoza St.).
- C.06.** Aside from the customary logbook/inventory protocols, the Guard-on-Duty shall take photos of the following:

 - C.06.a.** Delivery truck showing plate number and the drivers' license;
 - C.06.b.** Delivery Receipt (DR) indicating the quantity and complete specifications of items being delivered, as well as;
 - C.06.c.** Supplies/materials, tools, machineries and equipment delivered (photos should be taken before, during and after unloading of the items).
- C.07.** Deliveries without DRs shall not be allowed to be brought inside the NTB premises by the ACOCI Resident Engineer and Guard-on-Duty.
- C.08.** The same logbook/inventory protocols and photo documentation efforts shall be done when items will be pulled-out. Instead of DRs, the approved Gate Pass shall be required by the ACOCI Resident Engineer and Guard-on-Duty to allow egress of items being pulled-out of NTB premises.
- C.09.** For supplies/materials, tools, machineries and equipment to be pulled-out, the approved Gate Pass with the attached copy of submitted certification of ownership or lease, or submitted updated copy of Form 9: List of Available Equipment Units, whichever is applicable, shall be verified and certified by ACOCI's Construction Manager or designated Resident Engineer, Guard-on-Duty before egress.
- C.10.** The Contractor shall maintain a chronological file of all deliveries and the acknowledged approved Gate Passes that are sequentially numbered which copy shall be submitted to ACOCI Construction Manager or its Resident Engineer. The latter shall also provide copy of documentation made for all deliveries and approved Gate Passes including summaries to the DAP Chief Security Officer (DAP-CSO), DAPCC Guard-on-Duty, and the DAP Project Manager / Authorized Representatives.
- C.11.** ACOCI Construction Manager or its Resident Engineer shall include in the submitted summaries of approved Gate Pass and DR the action taken to address any infractions, deviations and/or violations. The said summaries shall also be included as integral part of the Contractor's Monthly Accomplishment Report.
- C.12.** The DAPCC Guard-on-Duty's logbook shall be maintained separately. Logbook data should sequentially enumerate the number of submitted DR, and/or approved Gate Passes with the name of the approving DAPCC Officer, and likewise indicate therein the quantity, complete specifications, and supplier indicated per DR, of all materials, machineries, and equipment being brought in and out of the construction site. The DAP-CSO shall retrieve the logbook's information and shall submit a regular report (in printed copies and in editable copies) to the designated Supervising Fellow of the DAP Project Team and copy furnished to ACOCI Construction Manager every end of the second week and last week of a calendar month in order to address any infractions, deviations and/or violations.
- C.13.** Legible and readable scanned or picture copies of DR, specifying the quantity and complete specification of each item, shall be made available to ACOCI Construction Manager or its Resident Engineer, and if necessary to DAP on demand.

Submission of any Reports on summaries of delivered and/or pulled-out materials, machineries and equipment shall be in printed copies and in editable/electronic copies

D: CURFEW:

- D.01.** Jobs that do not fall on the critical path of activities (except any works that are deemed necessary and recommended by ACOCI Construction Manager or its Resident Engineer) would have a curfew of not later than 12:00 midnight of the working day.
- D.02.** However, as may be warranted, and in the interest of completing the Works soonest, there shall be no curfew at the construction site, provided that a Work Permit shall be secured by the contractor from ACOCI Construction Manager or its Resident Engineer.
- D.03.** The Contractor's personnel, sub-contractors, and third-party suppliers are not allowed to interact with any DAPCC personnel and guests on work and non-work-related concerns and to roam around in DAPCC premises. Any and all concerns shall be coursed through ACOCI Construction Manager or its Resident Engineer.

E: WORKERS' ACCESS to Construction Site and DAPCC Premises:

- E.01.** All Contractor's personnel, sub-contractors, and third-party suppliers shall not be allowed inside the DAPCC premises, unless with expressed written authorization from ACOCI Construction Manager or its Resident Engineer in coordination with the Office of the DAPCC Department Manager. On the other hand, Contractor's personnel, sub-contractors, and third-party suppliers who are authorized by ACOCI to enter DAPCC premises shall be subject to declaration and inspection of any items (e.g., materials, tools, equipment, personal belongings/effects, etc.) that may be brought inside the premises.
- E.02.** All incoming or out-going Contractor's personnel, sub-contractors, and third-party suppliers shall register at the designated Gate No. 3.
- E.03.** For Contractor's personnel, sub-contractors, and third-party suppliers entering the construction site, Guard-on-Duty shall require issued ID or authorization to ascertain each person's identity.
- E.04.** **WORKERS' LIST:** Only the workers listed in the Approved Workers' List shall be allowed entry into the construction site/premises. Workers' Master List for the forthcoming month shall be submitted by the Contractor to the ACOCI Construction Manager or its Resident Engineer for approval no later than the twenty-first (21st) calendar day of the current month.
- E.05.** For emergency and immediate cases, the Contractor's Project Manager shall secure written approval from ACOCI Construction Manager or its Resident Engineer for entry of visitors/suppliers/workers on official business who are not in the approved Workers Master List.
- E.06.** No workers of the Contractor shall be allowed to stay inside the construction site after his/her approved official working hours for the day;
- E.07.** The Contractor shall provide barracks for their workers outside the construction site premises for the whole project duration.
- E.08.** Contractor's personnel and workers under the influence of intoxicating liquor or drunk, or subject to disciplinary action shall not be admitted inside the DAPCC

and NTB project premises.

F: SANITATION:

- F.01.** Workers may eat at the designated area by the contractor (i.e., mess area within the NTB structure) but the Contractor should provide a covered waste bins or trash cans for wastes and leftovers. Garbage/Waste generated by the Contractor shall be properly segregated daily and shall be hauled out by a garbage/waste collector engaged by the contractor at least thrice (3x) a week to avoid unsightly piling up of trashes or solid wastes.
- F.02.** All trash/garbage/wastes (including hazardous waste) shall be removed from the site at the end of every working day and shall be properly and frequently collected and disposed of by a garbage collector engaged by the contractor. Nothing shall be left in any part of NTB project premises in particular, or of DAPCC premises in general.
- F.03.** Workers shall follow the DOH-approved minimum health standard protocol e.g., regularly washing of hands, forearms and other exposed parts of the body using soap and water, apply alcohol or sanitizing agent, whenever necessary.
- F.04.** The Contractor shall provide the necessary disinfection and pest control services at the project site to prevent spread of illnesses or sicknesses.
- F.05.** The Contractor shall construct a temporary toilet/bathroom with adequate covering and sewage system for its workers upon recommendation of ACOCI Construction Manager or its Resident Engineer to the DAP through channels. Portable toilet shall be provided at the working areas (e.g., every floor of the building, etc.). Prior to Contractor's demobilization, temporary facilities shall be removed and affected areas shall be restored to acceptable conditions.
- F.06.** No untreated wastewater shall be spilled/conveyed to the canal. All liquid wastewater from the Contractor's temporary facilities and installed temporary toilets/bathrooms shall be routed to the existing Sewage Treatment Plant (STP) of DAPCC.
Note: The cost of electricity consumption and repairs in operating the STP including periodic testing for the duration of the project shall be proportionally charged to the contractor as indicated in the contract.
- F.07.** Contractor's personnel and workers are only allowed to use the toilets/bathrooms temporary installed inside the NTB premises.

G: SAFETY and SECURITY: Personnel, Workers, Visitors, Supplies/Materials, Tools and/or Equipment:

- G.01.** The Contractor shall comply with the most recent guidelines of the Implementing Rules and Regulations of Republic Act No. 11058 or DOLE Department Order no. 198 s. 2018, and the Guidelines Governing Occupational Safety & Health in the Construction Industry (DOLE Department Order No. 13 Series of 1998), governing the construction activities for the NTB.
- G.02.** The Contractor shall provide safety measures such as, but not limited to construction-net, -support, -sheeting, or/and personal protective equipment, wherever and/or whenever necessary.
- G.03.** A First-Aid Station shall be provided by the Contractor. DAP Management shall not be held liable for any untoward incident that may happen to any Contractor's

worker/personnel.

- G.04.** Any accident or untoward incident on site suffered by any person within the construction site shall be the responsibility and accountability of the Contractor.
- G.05.** For security and safety, all areas affected by the construction shall be provided with proper luminous signages, barriers, and/or protective equipment (e.g., standby fire extinguisher, safety barricades/safety net, ventilation equipment in confined and enclosed spaces, proper illuminations, and other related safety paraphernalia) that are conspicuously installed and visible to any passer-by even at night.
- G.06.** The Contractor, including its workers shall be responsible in safeguarding the construction materials, their own equipment and other personal belongings/effects.
- G.07.** Cooking inside the construction premises is strictly prohibited.
- G.08.** An adequate number of security guards shall be assigned to man the critical posts (i.e., entry and exit points at Gate 3 along Mendoza St., Gate 4 adjacent to DAPCC parking area, and Gate 5 near Engineering and Maintenance Building) that may be determined as necessary by the ACOCI in coordination with the DAP-CSO. The designated Supervising Fellow of the DAP Project Team shall approve the deployment upon the recommendation of ACOCI in coordination with the DAP-CSO.
- G.09.** All security matters on site shall be coursed through ACOCI Construction Manager or its Resident Engineer, and shall be reported to the DAP-CSO, copy furnished to the SVP-S, DAPCC Department Manager, Supervising Fellow of the DAP Project Team, DAP Project Manager, and Contractor.
- G.10.** In cases where crisis situation requires urgent action, the Contractor in coordination with ACOCI Construction Manager or its Resident Engineer, shall immediately provide the necessary and real-time emergency response in order to protect/prevent imminent threat or loss of life and properties within the NTB project premises.
- G.11.** The Contractor shall comply with the safety standards and protocols due to Health Crisis imposed by the DAP and concerned oversight government agencies.
- G.12.** The Contractor shall create a specific Preventive and Response Measures as a guideline on daily work activities on site in the time of a crisis, as may be applicable depending on the severity or magnitude of the situation, to be recommended as necessary by ACOCI Construction Manager or its Resident Engineer, endorsed by the DAP Project Manager in coordination with the DAPCC Department Manager, and approved by the DAP Management through the SVP-S.
- G.13.** As the situation may call for and depending on the number of workers on site, the Contractor shall designate a resident or visiting Medical Response Officer (MRO). The MRO should be duly trained to:
 - G.13.a.** set-up isolation area on site, conforming to health standards dictated by the Department of Health (DOH) or other concerned oversight government agencies;
 - G.13.b.** provide professional medical assessment to address threats of health crisis such as COVID-19 virus infection or any other illnesses, among workers on site; and
 - G.13.c.** choose strategy, select intervention, conduct investigation, surveillance

& evaluation, implement exclusion, elimination, suppression and mitigation strategies on the suspected and confirmed cases in close coordination with ACOCI Construction Manager or its Resident Engineer.

- G.14.** Provision of Emergency/Crisis Response Plan for natural and/or man-made calamities (e.g. volcanic eruption, fire, earthquakes, typhoons, flooding, security/bomb threats, etc.) shall be referred to the Construction Safety and Health Program for the project prepared by the contractor and approved by DOLE.

H: BEHAVIOR & DISCIPLINE of the CONTRACTOR's PERSONNEL and WORKERS:

- H.01.** The Contractor shall be held responsible for the behavior and discipline of all persons working on the Project, including its key personnel, sub-contractors, suppliers, foremen, and workers.
- H.02.** The ACOCI Construction Manager or its Resident Engineer shall issue Notice-of-Violation or Infraction, together with written warnings and appropriate sanctions, replacements and/or removals of any and all workers who will violate any provision of these guidelines/construction rules, copy furnished to the DAP Project Manager, Supervising Fellow of the DAP Project Team, and the SVP-S.
- H.03.** The Contractor shall comply with the following upon instruction of ACOCI Construction Manager or its Resident Engineer, in terms of implementing safety and quality workmanship:
- H.03.a.** work stoppage; and/or,
 - H.03.b.** change in the work-implementation method; and/or,
 - H.03.c.** replacement the materials used; and/or,
 - H.03.d.** do corrective action on issued notice of violations or infractions of construction safety guidelines; and/or,
 - H.03.e.** remove worker/s who cannot follow instructions on site
- H.04.** The Contractor shall remove and replace key personnel based on the recommendation of ACOCI Construction Manager or its Resident Engineer, endorsed by the DAP Project Manager and approved by the SVP-S, for justifiable cause. Provided that the replacement qualifications and abilities are equal or better than those of the personnel being replaced.
- H.05.** All workers shall be in proper construction uniform and shall wear approved and authorized ID issued by the Contractor. Construction ID of each worker shall be countersigned by the ACOCI Construction Manager or its Resident Engineer, copy furnished to DAP Project Manager and the DAP-CSO.
- H.06.** The DAP shall report to ACOCI Construction Manager or its Resident Engineer any incidents involving the Contractor's personnel who committed discourteous and disrespectful behavior, unlawful acts, and misdemeanor inside the construction site and/or DAPCC premises.
- After ACOCI Construction Manager or its Resident Engineer relays the incident to the Contractor, the Contractor shall automatically cause the dismissal or removal of the concerned personnel from working at the NTB site, and shall be reported to blotter the incident to nearby Barangay and Police Station as necessary or if warranted.
- H.07.** Any Contractor's workers/personnel engaging in unlawful acts or deeds or any form of criminal offense against the peace and tranquility of the DAPCC and NTB

project premises as well as nearby residences, shall be reported by the Contractor's Project Manager to the nearest Police Station for appropriate law enforcement in coordination with ACOCI Construction Manager or its Resident Engineer and DAP-CSO, and shall be removed and permanently banned from DAPCC and NTB project premises.

These acts/deeds/offenses include but are not limited to the following: possession of deadly weapons or illegal substance or prohibited drugs, brawls/fighting, theft, trespassing, rude behaviors/statements, conduct unbecoming, any form of sexual harassment or malicious/lascivious acts, threats or deeds inflicting physical harm, and the like.

- H.08.** The Contractor's Project Manager and the NTB Guard-on-duty shall surrender all prohibited/confiscated items (i.e., deadly weapons or illegal substance or prohibited drugs, and other illegal paraphernalia) to the nearest Police Station for appropriate law enforcement in coordination with ACOCI Construction Manager or its Resident Engineer and DAP-CSO.
- H.09.** All workers are expected to maintain orderliness and cleanliness. Any form of littering and vandalism in all work areas/temporary facilities shall not be tolerated. The Contractor's Project Manager shall report the incident and name/s of the involved offender/s to ACOCI and be imposed with appropriate sanction such as stern reprimand and/or removal and replacement as may be applicable.

I: PERSONAL CONDUCT:

- I.01.** Any form of gambling and betting (including online) shall not be allowed.
- I.02.** Smoking and drinking alcoholic beverages are not allowed in all areas.
- I.03.** Noise or disturbance, especially during curfew hours is strictly prohibited. This includes but not limited to loud-singing, loud-TV or radio sets or Bluetooth speakers, boisterous talk or laughter, abusive and uttering profane languages.
- I.04.** Bathing, urinating, defecating or not in proper clothing (half naked or in undergarments) seen in public or outside the designated areas is prohibited.
- I.05.** Any Contractor's personnel/workers entering the DAPCC premises other than the designated entry point/s shall be considered a "trespasser". Trespasser/s shall be apprehended by the Guard-on-Duty and shall report it to their Project Manager for appropriate sanctions.

J: USE of ID CARD & PROPER CONSTRUCTION UNIFORM:

- J.01.** When inside the NTB Construction site, the ID card must be pinned and prominently worn by all the Contractors' workers and ACOCI-personnel at all times.
- J.02.** The Contractors' workers and staff alike shall follow wearing proper uniform and personal protective equipment (PPE) as prescribed by its Construction Safety & Health Program (CSHP).
- J.03.** The ID must, at the minimum, contain the following identification data...
 - J.03.a.** Full Name & photo of the person taken within the last six months,
 - J.03.b.** The Contractor-worker's identification number,
 - J.03.c.** The Contractor-worker's position or designation,

- J.03.d. Signature of the concerned worker/personnel,
- J.03.e. Signature of the Contractor's Head of the Company or his/her designated issuing authority,
- J.03.f. Approved and authorized by the ACOCI Construction Manager or its Resident Engineer, and copy furnished to DAP Project Manager and DAP-CSO.

K: DEADLY WEAPONS:

- K.01. Firearms and bladed weapons shall be prohibited inside the DAPCC and NTB project premises.
- K.02. The NTB Guard-on-Duty are required to conduct a regular and spot inspection anytime for purposes of security and safety for NTB project premises.
- K.03. The DAP-CSO or his representative, and DAPCC Guard-on-Duty, shall be allowed access to NTB project premises to conduct spot inspection in coordination with ACOCI Construction Manager or its Resident Engineer upon instruction/recommendation of the SVP-S, and Supervising Fellow of the DAP Project Team.
- K.04. Offenders/violators who have used or attempted to use any deadly weapon/s, and got involved in any related incident shall be permanently banned inside the DAPCC and NTB project premises.

SECURITY PROTOCOLS

L: GATES ACCESS:

- L.01. Security guards shall be assigned at Gate Nos. 3, 4 and 5 (inside NTB project premises).
- L.02. Workers' personal vehicle or motorcycle shall not be allowed entry or access inside the NTB project premises.

❖ Incoming Personnel / Workers

- L.03. Key Personnel, Technical Staff, Support Staff, and Workers that will be deployed to the project site shall be formally requested by the Contractor through a written letter. The letter shall include a list of the names and designation/role of each personnel, which shall be reviewed and approved by the ACOCI Construction Manager or its Resident Engineer, copy furnished to DAP Project Manager / Authorized Representatives.
 - L.03.a. Any personnel/worker of the Contractor not included on the approved list that requests to enter the NTB project site shall pass through Gate No. 3 and present the written approval letter from ACOCI Construction Manager or its Resident Engineer, as endorsed by the Contractor's Project Manager.
 - L.03.b. All personnel/worker shall be subjected to daily minimum health standard protocols (e.g., taking of body temperature, washing hands with alcohol, etc.) and other preventive measures, as may be required by national and local regulations in time of any health crisis. Body temperature (in degrees Celsius) must be recorded in the guard's log sheet or logbook.
 - L.03.c. The personnel/worker shall declare or provide the list of any items of his/her personal belongings/effects. The Guard-on-Duty posted at the

gates shall inspect personnel/workers' bags or any items (e.g., materials, tools, equipment, personal belongings/effects, etc.) that may be brought inside the NTB project premises.

❖ **Outgoing Personnel / Workers**

- L.04.** The Guard-on-Duty shall conduct inspection of all personnel/workers personal belongings/effects.
- L.05.** The Contractor's personnel/workers shall surrender any items (e.g. materials, tools, equipment, etc.) not included in his/her declared list of personal belongings/effects.

❖ **Incoming visitors and others parties involved in the project from DAP**

- L.06.** Visitors and other parties involved in the project shall enter and exit at Gate No.3, provided their log-ins/outs to/from the NTB project premises are recorded /signed in the logbook of the Guard-on-Duty.
- L.07.** DAPCC visitors/guests/clients/participants attending seminars/trainings shall not be allowed to enter the NTB project premises, unless there's a written request approved by the DAP President and CEO or DAP Officer-in-Charge.

M: OTHER SECURITY PROTOCOLS:

- M.01.** The Guard-on-Duty shall submit all security and safety-related reports to ACOCI Construction Manager or its Resident Engineer. The latter shall endorse the reports with recommendatory actions, if any, to the DAP-CSO, copy furnished the SVP-S, and the DAP Project Manager / Authorized Representatives.
- M.02.** The Contractor shall allow the DAP-CSO and/or DAPCC Civil Security and Safety Officer (CSSO), and DAPCC Security Personnel in coordination with ACOCI Construction Manager and its Resident Engineer, to conduct random inspections of Contractors Guard-on-Duty and the guard's records.
- M.03.** The Contractor shall provide remote CCTV access to the SVP-S, DAP Project Manager, DAP-CSO, and DAPCC-CSSO. Complete CCTV footages / recordings covering one (1) month shall be submitted every 10th day of the succeeding month and whenever necessary, to ACOCI Construction Manager and its Resident Engineer, and shall be endorsed to DAP-CSO and/or DAPCC-CSSO.
- M.04.** If possible, the CCTV access must have the capability for dual/ simultaneous recordings.
- M.05.** In the event that the contractor fails to perform its contractual obligations and committed infractions/violations of the approved construction rules and regulations, the DAP has the prerogative to repossess the project site, and amend supersede or suspend the enforcement the construction rules and regulations, upon recommendation by ACOCI Construction Manager, or its Resident Engineer, and endorsement of the DAP-CSO and DAP Project Manager, for approval of the SVP-S.

N: INSPECTION:

- N.01.** All supplies/materials, tools, and/or equipment brought inside the NTB project premises shall be accompanied by documentation required in Section C "Delivery Protocols" and shall be subject for inspection by the Contractor's Guard-on-Duty and ACOCI designated Quality Control / Materials Engineer.

- N.02.** All supplies/materials, tools and/or equipment to be brought out the NTB project premises shall be accompanied by an approved Gate Pass and documentation required in Section C “Delivery Protocols”, and shall be subject for inspection by the Contractor’s Guard-on-Duty and verified and certified by ACOCI Construction Manager or its Resident Engineer prior to exit.
- N.03.** Gate Pass shall be verified and certified by ACOCI Construction Manager or its Resident Engineer, and by the DAP Project Manager prior to approval by the DAPCC-Support Services Manager or by the Department Manager of DAPCC. Gate Pass shall be secured between 9:00AM to 4:00PM (Mondays to Fridays excluding Holidays) before the actual egress of any item/s. Request for Gate Pass shall be provided by the Contractor at least two (2) to three (3) calendar days before the actual pull-out of any item/s.

All supplies/materials, tools, and/or equipment removed from construction areas should be properly labeled and placed in designated areas within the NTB project premises as assigned by the Contractor’s Project Manager in coordination with its designated Safety Officer, and approved by ACOCI Construction Manager or its Resident Engineer. Likewise, construction debris and hazardous waste shall be properly disposed and hauled out at least thrice (3x) a week by a garbage/waste collector engaged by the Contractor.

Nothing Follows

Section VIII. Guidelines in Claiming Variation Order

Variation Order (VO) refers to any increase/decrease in quantities within the general scope of the project as bid and awarded, in any of the following aspects (*Legal Reference: Section 71.2.1 of the IRR of RA 12009 provides the rules in relation to Variation Orders*):

01. Introduction of new work items that are not included in the original contract; or
02. Reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of the bidding and the “as staked plans” or construction drawings prepared after a joint survey by the contractor and the government after award of the contract.

Classification:	Highly Technical
Type of Transaction:	G2B - Government to Business Entity
Who may Avail:	Contractor or Procuring Entity

CHECKLIST OF REQUIREMENTS AND SUPPORTING DOCUMENTS	WHERE TO SECURE
1. Letter of Proposal for Variation Order	Contractor
2. Variation Order Proposal Form	DAP
3. Detailed Cost Breakdown of the Proposed Variation Order a. Bill of Quantities (BOQ) b. Detailed Unit Price Analysis (DUPA)	Contractor
4. Approved Construction Plans/Drawings, Shop Drawings where the VO is located or has occurred, Specifications of changed material/s, Detailed Calculations, and Photos (as deemed applicable)	Contractor (<i>if VO emanates from DAP, secure from DAP the field instructions and supplemental plans/drawings</i>)
5. Gantt Chart reflecting the Total Number of Calendar Day to finish the proposed VO	Contractor
6. And other documents as deemed applicable to validate and justify the proposed VO (e.g., field/site instructions, material brochures/literatures, test results, etc.)	Contractor

STEPS	ACTION NEEDED	PERSON RESPONSIBLE	DURATION
1. Prepares and submits three (3) copies including the electronic file of each Item as indicated in the above checklist of requirements and supporting documents.	1.1. Deliver a notice giving full and detailed particulars as indicated in the above checklist of requirements and supporting documents of any extra cost in order that it may be investigated at that time.	Contractor	Within seven (7) calendar days after such circumstances or reasons justifying a claim for extra cost shall have occurred.

<p>2. Receives the submitted documents.</p>	<p>2.1. Review the completeness of the submitted documents</p> <p>2.1.1. If the submission is complete;</p> <ul style="list-style-type: none"> a. Reviews and validates request based on deviation/s from approved plans, BOQ, DUPA, technical specifications and/or impact on schedules; b. Conducts on-site investigation to ascertain presence of a field condition and/or deviation/s from approved plans, BOQ, DUPA, technical specifications and/or impact on schedules that may justify VO; and, c. Prepares transmittal and endorses the proposed VO to the Design Consultant (DC) for further comments, recommendations and/or re-designs. <p>2.1.2. In case there is a need to address any technical and documentary concerns and issues, return the documents to the Contractor or vice versa in order to complete the iterative process of review and evaluation of the proposed VO.</p>	<p>Construction Management Consultant (CMC), the A.C. Ong Consulting, Inc. or “ACOCI”</p>	<p>Within 30 Calendar Days</p>
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3. Receives transmittal of a proposed VO.	<p>3.1. Assess and provides comments, and/or recommendations as to the design aspect on proposed VO;</p> <p>3.2. Prepares and submits transmittal letter (thru email and hardcopy) to the CMC with the corresponding comments and/or recommendations.</p>	Design Consultant (DC), the Arce-Bailon-Arce Architects or “ABAA”	
4. Receives transmittal letter with comments and/or recommendations	<p>4.1. Consolidates, prepares and endorses report of findings and recommendations with the complete supporting documents for review and verification of the Procuring Entity or its Authorized Representative <i>(if the proposed VO is found be acceptable / technically compliant)</i>.</p> <p>4.2. In case there is a need to address any technical and documentary concerns and issues, return the documents to the DC or vice versa in order to complete the iterative process of review and evaluation of the proposed VO.</p>	CMC	
5. Receives endorsement letter with recommendations and complete supporting documents of the proposed VO	<p>5.1. Assesses, verifies, and certifies the reasonableness and technical compliance of the presence of a field condition and/or deviation/s from approved plans, BOQ, DUPA, technical specifications and/or impact on schedules for such VO and prepares memo recommending approval of the HOPE or its Authorized Representative <i>(if the proposed VO is found be acceptable /</i></p>	DAP Project Team and/or Implementing Unit	

	<p><i>technically compliant</i>).</p> <p>5.2. In case there is a need to address any technical and documentary concerns and issues, return the documents to the CMC and/or vice versa in order to complete the iterative process of review and approval of the proposed VO.</p>		
6. Receives the memo including complete supporting documents recommending approval of the proposed VO	<p>6.1. Approves the proposed VO after having certified reasonable and technically compliant, and therefore in order for implementation of works.</p> <p>6.2. Transmits the approved VO to the DAP designated Project Team / Building Committees and/or concerned Unit.</p>	HOPE or its Authorized Representative	
7. Receives the approved VO	7.1. Provides copy of the approved VO to the CMC.	DAP through its designated Project Team / Building Committees and/or Implementing Unit.	
8. Receives copy of the approved VO	8.1. Provides field instruction to commence implementation of works and copy of approved VO to the Contractor.	CMC	
END OF PROCESS			

Reminder: In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after the circumstances or reasons justifying a claim for extra cost shall have occurred, deliver a notice giving full and detailed particulars of any extra cost in order that it may be investigated at that time. **Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim.**

Nothing Follows

Section IX. Drawings

These DRAWINGS should be used in conjunction with the Technical Specifications which forms an integral part of this Official Bidding Documents. It is expected that the Bidder /Contractor exerts due diligence to patiently read and understand the Project requirements in preparing its Detailed Unit Price Analysis.

While this transaction is a “**One Lot Lump Sum**” contract, the Contractor is expected to diligently study the details as presented in the drawings and technical specifications that are well within the scope-of-works, norms in the construction industry.

The Contractor shall be entitled to just compensation if the DAP requires the Contractor to add works that is/are not included in this scope, tech specs and/or drawings. Provided further that such additional works has complied with the procedures of change order or Variation Order.

All communications must refer to these construction plans by citing the sheet number, page number of the Technical Specs. Absence or non-availability of data for a given work must be brought to the attention of the Construction Management Consultant, and/or to the DAP Project Team.

These DRAWINGS are classified as...

01. Construction Plans (**CP**), which are yet to be build; and
02. As Built Drawings (**ASD**), which refers to the drawings for the parts of the NTB that was built by the previous Contractor.

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431	P6-1b	10.042:	<i>STP Air Diffuser and Water Line Layouts</i>
432	P6-1c	10.043:	<i>STP Air Line Layout and Section</i>
433	P6-1d	10.044:	<i>STP Sections with Equipment</i>
434	P7-1	10.045:	<i>Engineering Building Plumbing Layout</i>
		11.000 Engineering re: FIRE PROTECTION	
435	FP0-1	11.001:	<i>Drawing Index, General Notes, Material Specifications, Legends, Symbols and Abbreviations</i>
436	FP1-1	11.002:	<i>Basement Fire Protection Layout</i>
437	FP1-2	11.003:	<i>Ground Floor Fire Protection Layout</i>
438	FP1-3	11.004:	<i>Second Floor Fire Protection Layout</i>
439	FP1-4	11.005:	<i>Third Floor Fire Protection Layout</i>
440	FP1-5	11.006:	<i>Fourth Floor Fire Protection Layout</i>
441	FP1-6	11.007:	<i>Fifth Floor Fire Protection Layout</i>
442	FP1-7	11.008:	<i>Sixth to Eleventh Floor Fire Protection Layout</i>
443	FP1-8	11.009:	<i>Twelfth, Fourteenth, Fifteenth Floor Fire Protection Layout</i>
444	FP1-9	11.010:	<i>Machine Room & ACCU Deck Fire Protection Layout, Tabulated Components of Automated Fire Sprinkler</i>
445	FP1-10	11.011:	<i>FCIL Fire Protection Layout</i>
446	FP2-1	11.012:	<i>Fire Tank Details; Schedule of Equipment</i>
447	FP2-2	11.013:	<i>Miscellaneous Details</i>
448	FP2-3	11.014:	<i>Schematic Riser Diagram</i>
449	FP2-4	11.015:	<i>Schematic Riser Diagram</i>
450	FP3-1a	11.016:	<i>Waterless Fire Suppression Installation Notes</i>
451	FP3-1b	11.017:	<i>Waterless Fire Suppression Miscellaneous Details</i>
452	FP3-1c	11.018:	<i>Waterless Fire Suppression - Basement & Ground Floor</i>
453	FP3-1d	11.019:	<i>Waterless Fire Suppression - Ground Floor & 2nd to 15th Floors</i>
454	FP3-1e	11.020:	<i>Waterless Fire Suppression - Basement Electrical Room</i>
		12.000 Engineering re: MECHANICAL	
455	M0.01	12.001:	<i>General Notes; Drawing Index; Vicinity Map, Abbreviations; Legends & Symbols</i>
456	M1.01	12.002:	<i>AC Equipment Schedule and Miscellaneous Details</i>
457	M1.02	12.003:	<i>Mechanical Vents and Blowers, and Chiller Equipment Schedule</i>
458	M2.B1	12.004:	<i>AC & Ventilation Plan - Basement</i>
459	M2.01	12.005:	<i>AC & Ventilation Plan - Ground Floor</i>
460	M2.02	12.006:	<i>AC & Ventilation Plan - Second Floor</i>
461	M2.03	12.007:	<i>AC & Ventilation Plan - Third Floor</i>
462	M2.04	12.008:	<i>AC & Ventilation Plan - Fourth Floor</i>
463	M2.05	12.009:	<i>AC & Ventilation Plan - Fifth Floor</i>
464	M2.06	12.010:	<i>AC & Ventilation Plan - 6th to 8th Floors</i>
465	M2.07	12.011:	<i>AC & Ventilation Plan - 9th to 11th Floors</i>

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466	M2.08	12.012:	AC & Ventilation Plan - 12th, 14th & 15th Floors
	M2.09	12.013:	AC & Ventilation Plan - Machine Room, ACCU Deck, Roof Deck
468	M2.10	12.014:	FCIL AC & Ventilation Plan
469	M3.01	12.015:	HVAC Ducting Construction & Miscellaneous Details
470	M3.02	12.016:	Chiller Piping & Miscellaneous Details
471	M3.03	12.017:	AHU Installation and Miscellaneous Details
472	M3.03a	12.018:	Chiller & AHU Top View and Miscellaneous Details
473	M3.04	12.019:	Air Distribution & Diffuser Capacity Details
474	M3.05	12.020:	Air Distribution & Diffuser Schematic
475	M3.06	12.021:	Toilet & Kitchen Exhaust Riser Diagram
476	M3.07	12.022:	Chilled Water Piping Schematic Diagram
477	M3.08	12.023:	Stairwell Pressurization Schematic Diagram
478	M3.09	12.024:	Exhaust Fans and Other Installation Details
479	M3.10	12.025:	Generator Fuel Line and Storage Tank Details
480	M3.11	12.026:	Miscellaneous Details of Volume Dampers
481	M4.01	12.027:	Elevator Blow-up Plans, Machine Room Floor Plan & Block-out Plan
482	M4.02	12.028:	Service Elevator Details
483	M4.03	12.029:	Overhead Water Tank Isometric View
		13.000 Engineering re: ELECTRICAL	
484	E-01.1	13.001:	Drawing Index; General Notes; Legend; Abbreviations; Vicinity Map
485	E-01.2	13.002:	Exterior Electrical Layout, Details
486	E-01.2a	13.003:	Primary Manhole Details
487	E-02.1	13.004:	Power Riser One-Line Diagram; Legend; Power Wiring Schedule
488	E-02.2	13.005:	Grounding One-Line Diagram; Lightning Protection One-Line Diagram; Typical Panelboard Schematic Diagram
489	E-02.3	13.006:	Load Schedule
490	E-02.4	13.007:	Load Schedule
491	E-02.5	13.008:	Load Schedule
492	E-02.6	13.009:	Load Schedule
493	E-03.1	13.010:	Power Layout - Basement Floor
494	E-03.2	13.011:	Power Layout - Ground Floor
495	E-03.2a	13.012:	Power Layout - Ground Floor Kitchen
496	E-03.3	13.013:	Power Layout - Second Floor; Enlarged Plan – Satellite Kitchen
497	E-03.4	13.014:	Power Layout - Third Floor; Enlarged Plan – Satellite Kitchen
498	E-03.5	13.015:	Power Layout - Fourth Floor
499	E-03.6	13.016:	Power Layout - Fifth Floor
500	E-03.7	13.017:	Power Layout - Sixth to Twelfth Floors
501	E-03.8	13.018:	Power Layout - 14th and 15th Floors, Machine Room,

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			<i>ACCU Deck; Roof Lightning Protection</i>
502	E-03.9	13.019:	<i>FCIL Power Layout</i>
503	E-04.1	13.020:	<i>Lighting Layout - Basement</i>
504	E-04.2	13.021:	<i>Lighting Layout - Ground Floor</i>
505	E-04.3	13.022:	<i>Lighting Layout - Second Floor and Sky Walk Bridge</i>
506	E-04.4	13.023:	<i>Lighting Layout - Third Floor</i>
507	E-04.5	13.024:	<i>Lighting Layout - Fourth Floor</i>
508	E-04.6	13.025:	<i>Lighting Layout - Fifth to Tenth Floor</i>
509	E-04.7	13.026:	<i>Lighting Layout - 11th, 12th, 14th and 15th Floors</i>
510	E-04.8	13.027:	<i>FCIL Lighting Layout</i>
511	E-05.1	13.028:	<i>Enlarged Electrical Plan, Sections - Main Electrical Room; Details</i>
512	E-05.2	13.029:	<i>Enlarged Power & Lighting Layout: Standard Room 1, 2 and PWD Rooms Typical Units; Details</i>
513	E-05.3	13.030:	<i>Enlarged Power & Lighting Layout: Suites and Deluxe Rooms Typical Units</i>
514	E-05.4	13.031:	<i>Power & Lighting Layout, Partial Power One-Line Diagram: Engineering Building, and MRF Building</i>
515	E-06.1	13.032:	<i>Lightning Arrester and Miscellaneous Details</i>
516	E-06.2	13.033:	<i>Miscellaneous Details</i>
		14.000 Engineering re: Electronics and Communications	
517	EC1-1	14.001:	<i>General Notes; Legends & Symbols; Drawing List; Location Map; Vicinity Map</i>
518	EC2-1	14.002:	<i>Fire Detection and Alarm System (FDAS) Schematic Diagram</i>
519	EC2-2	14.003:	<i>Public Address System (PAS) and Cable Television (CATV) System Schematic Diagram</i>
520	EC2-3	14.004:	<i>Structured Cabling System (SCS) Schematic Diagram, IDF & MDF Details and Network Topology</i>
521	EC2-4	14.005:	<i>Closed Circuit Television (CCTV) System and Access Control System (ACS) Schematic Diagram</i>
522	EC2-5a	14.006:	<i>Audio-Video (AV) System Schematic Diagram: Lecture Hall 1 to 4</i>
523	EC2-5b	14.007:	<i>Audio-Video (AV) System Schematic Diagram: Secretariat 1-6, Conference Room 5 & 6 and Workshop 1-6</i>
524	EC2-5c	14.008:	<i>Audio-Video (AV) System Schematic Diagram: Conference Room 1 to 4, Executive Boardroom, Media Center</i>
525	EC2-5d	14.009:	<i>Audio-Video (AV) System Schematic Diagram: Convention Hall</i>
526	EC2-6	14.010:	<i>Master Clock System (MCS), Digital Signage (DS) and Seismic Monitoring System Schematic Diagram</i>
527	EC2-7a	14.011:	<i>Building Management System (BMS) Schematic Diagram</i>
528	EC2-7b	14.012:	<i>Building Management System (BMS) Control Diagram</i>
529	EC2-7c	14.013:	<i>Building Management System (BMS) Point List</i>

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530	EC3-1a	14.014:	Basement Floor FDAS and PAS Layout
	EC3-1b	14.015:	Ground Floor FDAS and PAS Layout
532	EC3-1c	14.016:	Second Floor FDAS and PAS Layout
533	EC3-1d	14.017:	Third Floor FDAS and PAS Layout
534	EC3-1e	14.018:	Fourth Floor FDAS and PAS Layout
535	EC3-1f	14.019:	Fifth Floor FDAS and PAS Layout
536	EC3-1g	14.020:	Typical Sixth to Eighth, Ninth and Tenth Floor FDAS and PAS Layout
537	EC3-1h	14.021:	Eleventh, Twelfth and Fourteenth Floor FDAS and PAS Layout
538	EC3-1i	14.022:	Fifteenth Floor FDAS and PAS Layout
539	EC3-2a	14.023:	Basement Floor SCS and CATV System Layout
540	EC3-2b	14.024:	Ground Floor SCS and CATV System Layout
541	EC3-2c	14.025:	Second Floor SCS and CATV System Layout
542	EC3-2d	14.026:	Third Floor SCS and CATV System Layout
543	EC3-2e	14.027:	Fourth Floor SCS and CATV System Layout
544	EC3-2f	14.028:	Fifth Floor SCS and CATV System Layout
545	EC3-2g	14.029:	Typical Sixth - Eighth, Ninth and Tenth Floor SCS and CATV System Layout
546	EC3-2h	14.030:	Eleventh, Twelfth and Fourteenth SCS and CATV System Layout
547	EC3-2i	14.031:	Fifteenth Floor SCS and CATV System Layout
548	EC3-3a	14.032:	Basement Floor CCTV Layout
549	EC3-3b	14.033:	Ground Floor CCTV and ACS Layout
550	EC3-3c	14.034:	Second Floor CCTV and ACS Layout
551	EC3-3d	14.035:	Third Floor CCTV and ACS Layout
552	EC3-3e	14.036:	Fourth Floor CCTV and ACS Layout
553	EC3-3f	14.037:	Fifth Floor CCTV and ACS Layout
554	EC3-3g	14.038:	Typical Sixth - Eighth, Ninth and Tenth Floor CCTV and ACS Layout
555	EC3-3h	14.039:	Eleventh, Twelfth and Fourteenth Floor CCTV and ACS Layout
556	EC3-3i	14.040:	Fifteenth Floor CCTV Layout
557	EC3-3j	14.041:	New Training Building Perimeter CCTV and PAS Layout
558	EC3-4a	14.042:	Basement BMS and Seismic Monitoring Layout
559	EC3-4b	14.043:	Ground Floor BMS and Seismic Monitoring Layout
560	EC3-4c	14.044:	Second Floor BMS and Seismic Monitoring Layout
561	EC3-4d	14.045:	Third Floor BMS and Seismic Monitoring Layout
562	EC3-4e	14.046:	Fourth Floor BMS and Seismic Monitoring Layout
563	EC3-4f	14.047:	Fifth Floor BMS and Seismic Monitoring Layout
564	EC3-4g	14.048:	Typical Sixth - Eighth, Ninth and Tenth Floor BMS and Seismic Monitoring Layout
565	EC3-4h	14.049:	Eleventh, Twelfth and Fourteenth Floor BMS and Seismic Monitoring Layout

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566	EC3-4i	14.050:	Fifteenth Floor and Roof Deck BMS and Seismic Monitoring Layout
567	EC3-5a	14.051:	Ground Floor Audio - Video System Layout
568	EC3-5b	14.052:	Second Floor Audio - Video System Layout
569	EC3-5c	14.053:	Third Floor Audio - Video System Layout
570	EC3-5d	14.054:	Fourth Floor Audio - Video System Layout
571	EC3-6a	14.055:	FCIL FDAS & CATV Layout
572	EC3-6b	14.056:	FCIL CCTV & BMS Layout
573	EC4-1	14.057:	Fixture Installation & Miscellaneous Details
574	EC4-2	14.058:	Fixture Installation & Miscellaneous Details
575	EC5-1	14.059:	MRF Building, STP & Engineering Building Closed Circuit Television and Access Control System Layout

Part 2: AS-BUILT DRAWINGS			
000	Sheet#	tag	TITLE
		01.000 As-Built: SITE DEVELOPMENT	
001	ABP-A0-1c	01.001:	Building Site Development Plan
		02.000 As-Built: ARCHITECTURAL	
002	ABP-A1-1a	02.001:	Basement Floor Plan
003	ABP-A1-1b	02.002:	Ground Floor Plan
004	ABP-A1-1c	02.003:	Second Floor Plan
005	ABP-A1-1d	02.004:	Third Floor Plan
006	ABP-A1-1e	02.005:	Fourth Floor Plan
007	ABP-A1-11a	02.006:	Basement Floor Waterproofing Layout
		03.000 As-Built: STRUCTURAL	
008	ABP-S-2	03.001:	Foundation Plan
009	ABP-S-6	03.002:	Foundation Elevations and Excavation Details
010	ABP-S-7a	03.003:	Sump Tank Details and Oil Interceptor Tank Details
011	ABP-S-15	03.004:	Ground Floor Framing Plan
012	ABP-S-16	03.005:	Second Floor Framing Plan
013	ABP-S-17	03.006:	Third Floor Framing Plan
014	ABP-S-18	03.007:	Fourth Floor Framing Plan
015	ABP-S-19	03.008:	Fifth Floor Framing Plan
		04.000 As-Built: PLUMBING	
016	ABP-P1-1	04.001:	Basement Sewer and Drainage Layout
017	ABP-P1-2	04.002:	Ground Floor Sewer and Drainage Layout
018	ABP-P1-3	04.003:	Second Floor Sewer and Drainage Layout
019	ABP-P1-4	04.004:	Third Floor Sewer and Drainage Layout
		05.000 As-Built: ELECTRICAL	
020	ABP-E-03.1	05.001:	Power Layout: Basement Floor
021	ABP-E-03.2	05.002:	Power Layout: Ground Floor
022	ABP-E-03.2a	05.003:	Power Layout: Ground Floor Kitchen
023	ABP-E-03.3	05.004:	Power Layout: 2 nd Floor; Enlarged Plan - Satellite Kitchen
024	ABP-E-03.4	05.005:	Power Layout: 3 rd Floor; Enlarged Plan - Satellite Kitchen

Part 2: AS-BUILT DRAWINGS

000	Sheet#	tag	TITLE
025	ABP-E-03.5	05.006:	Power Layout: Fourth Floor
026	ABP-E-04.1	05.007:	Lighting Layout: Basement
027	ABP-E-04.2	05.008:	Lighting Layout: Ground Floor
028	ABP-E-04.3	05.009:	Lighting Layout: Second Floor and Sky Walk Bridge
029	ABP-E-04.4	05.010:	Lighting Layout: Third Floor
030	ABP-E-04.5	05.011:	Lighting Layout: Fourth Floor
06.000 As-Built: ELECTRONICS & COMMUNICATIONS			
031	ABP-EC3-1a	06.001:	Basement Floor FDAS and PAS Layout
032	ABP-EC3-1b	06.002:	Ground Floor FDAS and PAS Layout
033	ABP-EC3-1c	06.003:	Second Floor FDAS and PAS Layout
034	ABP-EC3-1d	06.004:	Third Floor FDAS and PAS Layout
035	ABP-EC3-1e	06.005:	Fourth Floor FDAS and PAS Layout
036	ABP-EC3-2a	06.006:	Basement Floor SCS and CATV System Layout
037	ABP-EC3-2b	06.007:	Ground Floor SCS and CATV System Layout
038	ABP-EC3-2c	06.008:	Second Floor SCS and CATV System Layout
039	ABP-EC3-2d	06.009:	Third Floor SCS and CATV System Layout
040	ABP-EC3-2e	06.010:	Fourth Floor SCS and CATV System Layout
041	ABP-EC3-2f	06.011:	Fifth Floor SCS and CATV System Layout
042	ABP-EC3-3a	06.012:	Basement Floor CCTV Layout
043	ABP-EC3-3b	06.013:	Ground Floor CCTV and ACS Layout
044	ABP-EC3-3c	06.014:	Second Floor CCTV and ACS Layout
045	ABP-EC3-3d	06.015:	Third Floor CCTV and ACS Layout
046	ABP-EC3-3e	06.016:	Fourth Floor CCTV and ACS Layout
047	ABP-EC3-3f	06.017:	Fifth Floor CCTV and ACS Layout
048	ABP-EC3-4a	06.018:	Basement BMS and Seismic Monitoring Layout
049	ABP-EC3-4b	06.019:	Ground Floor BMS and Seismic Monitoring Layout
050	ABP-EC3-4c	06.020:	Second Floor BMS and Seismic Monitoring Layout
051	ABP-EC3-4d	06.021:	Third Floor BMS and Seismic Monitoring Layout
052	ABP-EC3-4e	06.022:	Fourth Floor BMS and Seismic Monitoring Layout
053	ABP-EC3-5a	06.023:	Ground Floor Audio - Video System Layout
054	ABP-EC3-5b	06.024:	Second Floor Audio - Video System Layout
055	ABP-EC3-5c	06.025:	Third Floor Audio - Video System Layout
056	ABP-EC3-5d	06.026:	Fourth Floor Audio - Video System Layout

Nothing Follows

Section X. Bill of Quantities and Detailed Unit Price Analysis

A. OBJECTIVES: The objectives of the Bill-of-Quantities (BOQ) and Detailed Unit Price Analysis (DUPA) are...

- 1st.** to provide sufficient information on the quantities of WORKS to be performed to enable Bids to be prepared efficiently and accurately in accordance with the Schedule of Requirements and Specifications, Construction Plans (**CP**) or Detailed Architectural and Engineering Designs (**DAED**), and Technical Specifications (**TS**); and
- 2nd.** when a Contract has been entered into, to provide a priced BOQ to be used as reference in the periodic valuation of WORKS accomplished and as basis of payment.

Important Reminders:

1. This Section of the OBD provides the information necessary for interested Bidders to prepare responsive bids, in accordance with the requirements of DAP. It also provides information as well as step-by-step guide in preparing a financial bid acceptable to DAP.
2. Bids found to be non-compliant shall be declared “not eligible” and will be a ground for the forfeiture of the Bid Security. However, compliance to the instructions herein detailed does not guarantee award.
3. The tendered Bid shall be assessed on the basis of what is deemed advantageous to DAP, in particular, and to the Government, in general before an award will be served.
4. Clarification/s, if any, must be emailed to the BAC Secretariat at dapbacsec@dap.edu.ph.

B. INSTRUCTIONS ON HOW TO FILL-OUT BOQ AND DUPA:

1. For reference in the preparation of bids, Bidders will be provided with the excel-template of the BOQ “**FC02_EXCEL_BOQ=BidderName**”, with the following minimum data:
 - 1.1. Location / Cluster** (“LOC / CLS”) – refers to location / cluster where each IOB will be implemented as can be gleaned from the CP/DAED (e.g., *on what floor, inside the building, or at exterior area*);
 - 1.2. Item Number** – reference number (up to 5th level) of each IOB within the BOQ as specified by the Design Consultant;
 - 1.3. Item Description (Item-of-Bid)** – refers to description of a specific work that will be supplied, worked, installed, and/or commissioned by the Bidder;
 - 1.4. Division Code** (“DIV”) – code number of each IOB reference to the division of work in the TS as specified by the Design Consultant;
 - 1.5. Item Code** – refers to input coded description of each IOB as either:
 - 1.5.1. “B”** - representing that the IOB will be chargeable to the budget earmarked for the “**Building-shell and site development**”; or,
 - 1.5.2. “D”** - representing that the IOB will be chargeable to the budget earmarked for the “**Design Fit-Outs, Furnishings & Fixtures (DFOFF)**”.
 - 1.6. Quantity** of the described IOB – this is a numeric data representing the volume of each IOB that will be used for the project;
 - 1.7. Unit (of Measure)** of the described IOB – this data should be the commercially

available measure of quantity, preferably in metric system;

- 1.8. **Unit Cost of Materials** – this is a numeric data representing the bid-price tendered by the Bidder for every unit of materials needed for each IOB described;
 - 1.9. **Unit Cost of Labor & Equipment** – this is a numeric data representing the bid-price tendered by the Bidder for direct labor inclusive of equipment cost (if any) per unit of IOB described;
 - 1.10. **Percentage OCM Expenses** (Overhead, Contingency and Miscellaneous) – this is a numeric percentage representing the amount tendered by the Bidder for OCM expenses for each IOB described. Computed as a function of the acceptable rate and the direct cost, $[(\text{Direct Cost}) = (\text{Cost of Materials}) + (\text{Cost of Labor \& Equipment})]$. **NOTE:** Ranges of the acceptable rates are defined/prescribed in DPWH's Department Order #30 s. 2025 dated 07Feb2025;
 - 1.11. **Percentage Profit** – this is a numeric percentage representing the amount tendered by the Bidder for acceptable range of profit. **NOTE:** Ranges of the acceptable rates are defined/prescribed in DPWH's Department Order #30 s. 2025 dated 07Feb2025;
 - 1.12. **Percentage VAT** – this is a numeric percentage representing the amount tendered for the Tax component for each IOB described. **NOTE:** VAT component shall be 5% of the sum of the Direct Cost, OCM and Profit as defined/prescribed in DPWH's Department Order #30 s. 2025 dated 07Feb2025; and
 - 1.13. **Grand Total of Bid.**
2. Bidders will be provided also with the excel-template of the DUPA “**CD01_EXCEL_DUPA=BidderName**”. Each IOB in the BOQ must be supported by a DUPA, where adequate details are enumerated. The data that must be supplied in a particular DUPA should include:
 - 2.1. **Description** of the IOB;
 - 2.2. **Quantity** of the described IOB;
 - 2.3. **Unit-of-Measure** of the described IOB;
 - 2.4. **Enumeration of Materials & Supplies/Consumables** that will be used for the described IOB including the materials' respective quantities per UOM and bid prices. The Bidder is reminded to refer to the DAED and TS that are parts of the OBD;
 - 2.5. **Enumeration of Equipment Utilization** that will be used for the described IOB including the chargeable quantities of utilization per UOM and bid prices. The Bidder is reminded to refer to the DAED and TS that are parts of the OBD;
 - 2.6. **Enumeration of Labor and Supervision** costs in executing/implementing the described item-of-bid including the respective chargeable quantities per UOM and bid prices. The Bidder is reminded to refer to the DAED and TS that are parts of the OBD;
 - 2.7. **Overhead, Contingencies, & Miscellaneous (OCM)** as a percentage of the Direct Costs (charges on materials + equipment + costs of labor & supervision);
 - 2.8. **Contractor's Profit** as a percentage of the Direct Costs (charges on materials + equipment + costs of labor & supervision); and,
 - 2.9. **VAT** as a percentage of the combined Direct Costs = $[(\text{charges on materials} + \text{equipment} + \text{costs of labor \& supervision})]$ plus Indirect Costs = $[(\text{OCM} + \text{Contractor's Estimated Profit})]$ for a given IOB.
 3. Bidder must take enough care and patience to fill-out data needed in order to come-up with eligible, competitive and responsive bid;

4. When the bid is finally submitted, no price or a zero (0) or a dash (-) appearing in the bid-item will be taken to mean that the Bidder will provide for “free” the described bid-item.
5. In case of award and actual implementation, the said described IOB shall be demanded from the Bidder even as the price for that particular was valued at zero. Thus, care must be taken during the bid-preparation;

While it is also acceptable that zero can be maintained, zero can be replaced with a numeric positive value; i.e., if the Bidder intends that a specific amount to be paid for that particularly described item. There are four-variables per bid-item, as follows:

- 5.1. Unit Cost for Materials “**UC_Matls**” = 0.00 or to be replaced with Bidder’s bid for every unit of materials described;
- 5.2. Unit Cost for Labor and Equipment “**UC_Labor+Eqpt**” = 0.00 or to be replaced with Bidder’s bid for every unit of labor and equipment described;
- 5.3. Overhead Contingency and Miscellaneous “**%OCM**” = 0% or to be replaced with Bidder’s bid for every unit of Direct Costs for each item described which shall not be greater than 8%. Note that the “**OCM**” is automatically computed;
- 5.4. Contractors Profit “**%CP**” = 0% or to be replaced with Bidder’s bid for every unit of Direct Costs for each item described which shall not be greater than 8%. Note that the “**Profit**” is automatically computed;
- 5.5. Value Added Tax “**%VAT**” = is pegged at 5%, as set forth in the template in compliance with DPWH Department Order No. 030 s. 2025. **THIS 5% IS NOT MEANT TO BE REPLACED.** It represents the Bidder’s tax levied for every unit of Direct Costs + the associated OCM+Profit (if any) for each bid-item described. Note that the “**Tax**” is automatically computed based on computed values of $5\% \times [(Materials) + (Labor \& Eqpt) + (Overhead \text{ Contingency} \& Miscellaneous) + (Profit)]$.
6. For each bid item, the calculated “**TOTAL COST**” ***will be automatically computed based on the encoded unit cost data*** for...
 - 6.1. Direct Costs = “Amount for Materials + Amount for Labor + Equipment”; and,
 - 6.2. Indirect Costs = “OCM% + Profit% + VAT%”.

NOTE: Direct and Indirect Costs for that particular bid-item is also automatically computed each time that the inputs for **UC_Matls** and **UC_Labor+Eqpt** is adjusted/changed.

7. After all the data have been encoded, checks should be done such that the **total bid will not exceed the declared Approved Budget for the Contract (ABC) for the transaction.**
8. **OTHER BID ITEMS NOT IDENTIFIED IN THE BOQ:** The excel template contains five (5) additional rows per Division# as provision for possible additional item/s that the Bidder may want to add. More row/s or item/s other than those provided may still be added and filled-out as the Bidder feels necessary.
9. More DUPAs may also be added, if the Bidder wants to add more IOB. **Provided further, that such additions will not exceed the announced ABC.**
10. Once convinced with the accumulated totals of the prepared DUPA and as summarized in the BOQ, the **BOQ should printed and signatures of the Bidder authorized representative should be affixed on each and every page;** and
11. Bid for any item that will not be referred to the details of the Construction Plans *and/or* in conjunction with Technical Specifications **will not** be considered as part of the tendered bid.

C. WHAT TO SUBMIT:

1. Financial Component of the Bid as specified in Section III, BDS Clause 11.1 – to be submitted on or before the date of opening of bids:
 - 1.1. **FC02_EXCEL_BOQ=BidderName**;
 - 1.2. **FC02_Signed_BOQ=BidderName**; and
 - 1.3. **FC03_Signed_BOQ_Summary=BidderName**.
2. Project documents for contracting purposes as specified in Section III, BDS Clause 21 – to be submitted prior to contract signing:
 - 2.1. **CD01_EXCEL_DUPA=BidderName**; and
 - 2.2. **CD01_Signed_DUPA=BidderName**.

Important Reminders:

- A. Print sheet “**FC02_BOQ**” in the BOQ excel-file in size-A3 paper (11.7in x 16.5in). The electronic signed-copy must be saved as “**F02_Signed-PDF_BOQ=BidderName**” and to be submitted as integral part of the financial bid;
- B. Print the Summary of Bid Amounts in the BOQ excel-file with sheet named “**FC03_BOQ Summary**” in size-A4 paper (8.27in x 11.69in). The electronic signed-copy must be saved as “**FC03_Signed-PDF_BOQ_Summary=BidderName**” and to be submitted as integral part of the financial bid;
- C. *Soft-copy of the filled-out “**FC02_EXCEL_BOQ=BidderName**” must be part also of the financial documents to be submitted by the Bidder;*
- D. The print copy in size-A4 paper (8.27in x 11.69in) of the sheets named below found in the excel-file “**CD01_EXCEL_DUPA=BidderName**”, should be duly accomplished to provide needed info of bid-items’ unit cost analyses:
 - D.1. Div01 – General Requirements;
 - D.2. Div02 – Existing Conditions;
 - D.3. Div03 – Concrete Works;
 - D.4. Div04 – Masonry Works;
 - D.5. Div05 – Metal Works;
 - D.6. Div05 – Woods, Plastics, and Composites;
 - D.7. Div07 – Thermal and Moisture Protection;
 - D.8. Div08 – Openings (Doors and Windows);
 - D.9. Div09 – Finishes;
 - D.10. Div10 – Specialties;
 - D.11. Div11 – Food and Service Equipment;
 - D.12. Div12 – Furnishings;
 - D.13. Div13 – Special Construction;
 - D.14. Div14 – Conveying Equipment;
 - D.15. Div21 – Fire Suppression;
 - D.16. Div22 – Plumbing;
 - D.17. Div23 – Heating, Ventilating, and Air-Conditioning System;

- D.18. Div25 – Integrated Automation;
- D.19. Div26 – Electrical Works;
- D.20. Div27 – Communications;
- D.21. Div28 – Electronics, Safety, and Security;
- D.22. Div31 – Earthworks;
- D.23. Div32 – Exterior Improvements; and,
- D.24. Div33 – Utilities.

- ☐ Cognizant of the number of pages that must be printed out, **each book of Detailed Unit Price Analysis (DUPA)** should be packaged as book-bound materials with total pages of about 500 sheets to 600 sheets per book-bound.
- ☐ Each book should have its corresponding **Table of Contents**.

TIPS:

- A. The spreadsheet “**FC02_EXCEL_BOQ=BidderName**” was designed for a simulation exercise. Thus, initial inputs can be changed up until the prescribed numeric ranges are complied with. ***Care should be taken to ensure that Bidder agrees on the minimum details as written in the worksheet.***
 - A.1. Rule ZERO must be observed/followed;
 - A.2. Inputted numeric data/info may be changed up until Bidder is convinced with the GRAND TOTAL, as well as;
 - A.3. Bid Clusters’ subtotals as reflected in **ANALYSIS OF BID: SUMMARY of BID AMOUNTS by Year per Division of Works** found in sheet named “**FC03_BOQ Summary**”.
- B. The **Summary of Bid Amounts** will be automatically extracted from the dBase of itemized bids thru a pivot table shown in sheet named “**FC03_BOQ Summary**”. **NOTE:** The amount of grand total bid will be summed-up once all the *unit price* data under the “direct costs”, and the *percentages* under the “indirect costs” are filled-out. The GRAND TOTAL of BID will automatically calculate each time the numeric variable-data are replaced.

Provided in the table below the cost distribution based on the estimate per Division of Works, together with their corresponding percentage allocations relative to the Approved Budget for the Contract (ABC).

Each division is assigned a minimum and maximum percentage range, **serving as a guide for budget planning, cost checking, and evaluating the reasonableness of bids relative to the ABC.**

GUIDE ON COST ALLOCATION		
Division Code	DESCRIPTION OF WORKS	% Allocation vs ABC
1	<i>General Requirements</i>	1.5% - 2.0%
2	<i>Existing Conditions</i>	0.5% - 0.7%
3	<i>Concrete Works</i>	11.5% - 12.0%
4	<i>Masonry Works</i>	2.3% - 2.5%
5	<i>Metals Works</i>	3.2% - 3.7%
6	<i>Woods, Plastics, & Composites</i>	2.0% - 2.2%
7	<i>Thermal and Moisture Protection</i>	0.3% - 0.8%
8	<i>Openings (Doors and Windows)</i>	12.0% - 12.2%

GUIDE ON COST ALLOCATION		
Division Code	DESCRIPTION OF WORKS	% Allocation vs ABC
9	<i>FINISHES</i>	12.2% - 12.7%
10	<i>SPECIALTIES</i>	0.5% - 0.7%
11	<i>Food Service Equipment</i>	3.0% - 3.5%
12	<i>Furnishings</i>	6.3% - 6.5%
13	<i>Special Construction</i>	0.3% - 0.5%
14	<i>Conveying Equipment (Elevator/PWD Lift)</i>	2.0% - 2.5%
21	<i>Fire Suppression</i>	3.0% - 3.2%
22	<i>PLUMBING</i>	3.8% - 4.3%
23	<i>Heating, Ventilating, and Air Conditioning</i>	10.5% - 10.8%
25	<i>Integrated Automation</i>	0.2% - 0.5%
26	<i>Electrical Works</i>	7.5% - 8.0%
27	<i>Communications</i>	4.0% - 4.2%
28	<i>Electronics, Safety, and Security</i>	0.8% - 1.3%
31	<i>Earthworks</i>	0.1% - 0.2%
32	<i>Exterior Improvements</i>	3.0% - 3.3%
33	<i>Utilities</i>	1.5% - 1.7%

Nothing Follows

Section XI. Philippine Bidding Documents Related Forms

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Nothing Follows

Bidder's LETTERHEAD

FORM 1: STATEMENT OF ALL ONGOING CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

INSTRUCTIONS to BIDDERS:

- 01.** THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE TECHNICAL DOCUMENTS MARKED AS "TC03";
- 02.** IF THERE IS NO ONGOING INCLUDING AWARDED BUT NOT YET STARTED GOVERNMENT OR PRIVATE CONTRACTS, STATE "NONE", OR EQUIVALENT TERM;
- 03.** THE TOTAL AMOUNT OF THE ONGOING AND AWARDED BUT NOT YET STARTED CONTRACTS SHOULD BE CONSISTENT WITH THOSE FIGURES USED IN THE NET FINANCIAL CONTRACTING CAPACITY (NFCC);
- 04.** THE SIGNED COPY OF THIS DOCUMENT (IN PDF FORMAT) SHOULD BE STORED IN THE USB THUMB DRIVE ATTACHED TO THE LOA TO BE SUBMITTED BY THE BIDDER;
- 05.** THE FILENAME STRUCTURE SHOULD BE "TC03_All_Ongoing_Contracts=**BidderName**"; AND
- 06.** SUBMISSION OF CLEAR AND READABLE COPY OF THE FOLLOWING SUPPORTING DOCUMENTS WILL BE REQUIRED AS PART OF POST-QUALIFICATION DOCUMENTARY REQUIREMENTS:
 - PHOTOCOPY OF THE NOTICE-OF-AWARD (NOA) FOR CONTRACTS AWARDED BUT NOT YET STARTED; OR
 - PHOTOCOPY OF NOTICE-TO-PROCEED (NTP); OR
 - PHOTOCOPY OF THE CONTRACT FOR THE PROJECT/S; AND
 - CERTIFIED TRUE COPY OF THE "CERTIFICATE OF WORK ACCOMPLISHMENT" OR "STATEMENT OF WORK ACCOMPLISHED" AS OF THE DATE OF BID OPENING, SIGNED BY THE PROJECT OWNER OR PROJECT ENGINEER OTHER THAN THE CONTRACTOR.

Note: Excel-file will be provided as part of the complete set of Bidding Documents bought by the Bidder.

*****Nothing Follows*****

Bidder's LETTERHEAD

FORM 2: STATEMENT OF BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC)

INSTRUCTIONS to BIDDERS:

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE TECHNICAL DOCUMENTS MARKED AS "TC04".

02. THE TOTAL AMOUNT OF THE SLCC SHOULD BE EQUIVALENT TO AT LEAST FIFTY PERCENT (50%) OF THE ABC;

03. THE SIGNED COPY OF THIS DOCUMENT (IN PDF FORMAT) SHOULD BE STORED IN THE USB THUMB DRIVE ATTACHED TO THE LOA TO BE SUBMITTED BY THE BIDDER;

04. THE FILENAME STRUCTURE SHOULD BE "TC04_SLCC=**BidderName**"; AND

05. SUBMISSION OF CLEAR AND READABLE COPY OF THE FOLLOWING SUPPORTING DOCUMENTS WILL BE REQUIRED AS PART OF POST-QUALIFICATION DOCUMENTARY REQUIREMENTS:

- CERTIFICATE OF ACCEPTANCE OR COMPLETION, WHICHEVER IS APPLICABLE; OR
- FINAL RATING OF AT LEAST "SATISFACTORY" IN THE CPES OR ANY SIMILAR PERFORMANCE EVALUATION DOCUMENTS ISSUED BY THE PROJECT OWNER OR PROJECT ENGINEER OTHER THAN THE CONTRACTOR.

Note: *Excel-file will be provided as part of the complete set of Bidding Documents bought by the Bidder.*

Nothing Follows

Bidder's LETTERHEAD

FORM 3: NET FINANCIAL CONTRACTING CAPACITY

INSTRUCTIONS to BIDDERS:

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE ELIGIBILITY DOCUMENTS MARKED AS "TC05";
02. THE SIGNED COPY OF THIS DOCUMENT (IN PDF FORMAT) SHOULD BE STORED IN THE USB THUMB DRIVE ATTACHED TO THE LOA TO BE SUBMITTED BY THE BIDDER; and
03. THE FILENAME STRUCTURE SHOULD BE "TC05_NFCC=**BidderName**".

- A. Summary of the Bidder's assets and liabilities on the basis of the income tax return (*filed through the Electronic Filing and Payments System – "EFPS"*) and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

	Particulars	Source Document	Amount
1	Current Assets	Balance Sheet Audited FS (2024)	
2	Minus: Current Liabilities	Balance Sheet Audited FS (2024)	
3	Sub-Total		
4	Multiplied by 15		
5	Product		
6	Minus: Value of Outstanding Contracts	Technical Document "TC03"	
7	NFCC		

Note: The NFCC amount must be **at least equal** to the ABC to be bid (Based on the Section 52.4.2.6 of the IRR of RA 12009).

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(current asset minus current liabilities) **times (15)**] **minus** [value of all outstanding or uncompleted portions of the projects under ongoing contracts including awarded contracts yet to be started coinciding with the contract to be bid].

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME OF THE AUTHORIZED REPRESENTATIVE

POSITION TITLE OF SIGNATORY:

NAME OF FIRM\PROPONENT:

POSTAL ADDRESS:

TELEPHONE NUMBER:

EMAIL ADDRESS:

Nothing Follows

Bidder's LETTERHEAD

FORM 4: BID SECURING DECLARATION

INSTRUCTIONS to BIDDERS:

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE TECHNICAL DOCUMENTS MARKED AS "TC07";
02. THE SIGNED COPY OF THIS DOCUMENT (IN PDF FORMAT) SHOULD BE STORED IN THE USB THUMB DRIVE ATTACHED TO THE LOA TO BE SUBMITTED BY THE BIDDER; and
03. THE FILENAME STRUCTURE SHOULD BE "TC07_BID_SECURITY=**BidderName**".

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
X-----X

BID SECURING DECLARATION

Invitation to Bid No. **IB25-414804-01A**

To : Development Academy of the Philippines
dapbacsec@dap.edu.ph

I/We, the undersigned, declare that:

- [1] I/We understand that, according to your conditions, bids must be supported by a Bid Security, which is in the form of a Bid-Securing Declaration;
- [2] I/We accept that:
 - a. I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and,
 - b. I/we will pay the applicable fine provided under the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the Procuring Entity for the commission of acts resulting to the enforcement of the Bid Securing Declaration under Sections 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c), of the IRR of Republic Act No. 12009; without prejudice to other legal action the government may undertake; and,
- [3] I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and, (i) I/we failed to timely file a request for reconsideration, or, (ii) I/we filed a waiver to avail of said right; and,
 - c. If I/we am/are declared as the Bidder with the Lowest Calculated Responsive Bid (LCRB), and I/we shall have furnished the Performance Security and have signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____TH Day of _____ 2026 at _____.

	AFFIANT
Signature of the Authorized Representative	
Name of the Authorized Representative	
Position Title of Signatory:	
Name of Firm\Bidder:	
Postal Address:	
Telephone Number:	
email address:	

SUBSCRIBED AND SWORN to before me this ____TH Day of _____ 2026 at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert two (2) government identification cards used]*, with his/her photograph and signature appearing thereon, with 1st ID No. _____ issued on _____ at _____ and 2nd ID No. _____ issued on _____ at _____.

WITNESS MY HAND AND SEAL this ____TH Day of _____ 2026.

SIGNATURE OF THE NOTARY PUBLIC	
NAME OF THE NOTARY PUBLIC	
Serial No. of Commission	
Notary Public for	
...until	
PTR No. (date & place issued)	
IBP No. (date & place issued)	

Doc. No.	
Page No.	
Book No.	
Series of	2026

Nothing Follows

Bidder's LETTERHEAD

FORM 5: LIST OF BIDDER'S KEY PERSONNEL

INSTRUCTIONS to BIDDERS:

- 01.** THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD; SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE TECHNICAL DOCUMENTS MARKED AS "TC09";
- 02.** EACH KEY PERSONNEL SHALL COMPLY WITH THE MINIMUM QUALIFICATIONS AND WORK EXPERIENCES PRESCRIBED IN BDS CLAUSE 12.1(h)(ii);
- 03.** SUBMISSION OF THE CURRICULUM VITAE (CV) OF ALL PROPOSED KEY PERSONNEL INCLUDING THE SUPPORTING DOCUMENTS SUCH AS: PHOTOCOPY OF VALID PRC LICENSE/S AND PTR (APPLICABLE ONLY TO PROFESSIONALS WITH PRC LICENSE), AND PHOTOCOPY OF VALID ACCREDITATION OR CERTIFICATE OF THE SAFETY OFFICER 3 AND MATERIALS ENGINEER II, WILL BE REQUIRED AS PART OF THE POST-QUALIFICATION DOCUMENTARY REQUIREMENTS;
- 04.** THE SIGNED COPY OF THIS DOCUMENT (IN PDF FORMAT) SHOULD BE STORED IN THE USB THUMB DRIVE ATTACHED TO THE LOA TO BE SUBMITTED BY THE BIDDER; AND
- 05.** THE FILENAME STRUCTURE SHOULD BE "TC09_List_of_Key_Personnel =BidderName".

{insertdate}

LIST OF BIDDER'S KEY PERSONNEL FOR THE PROJECT

No.	Name of Personnel	Proposed Position	Minimum Requirements as specified in Section III, BDS Clause 12.1(h)(ii)	
			Qualifications	Work Experience
1		Project Manager	Licensed Civil Engineer or Architect	10 years, with experience in construction of at least 10-storey building
2		Resident Engineer	Licensed Civil Engineer	10 years, with experience in construction of at least 10-storey building
3		Project Architect	Licensed Architect	10 years, with experience in construction of at least 10-storey building
4		Structural Engineer	Licensed Civil Engineer	10 years, with experience in construction of at least 10-storey building
5		Professional Electrical Engineer	Licensed Professional Electrical Engineer	10 years, with experience in construction of at least 10-storey building
6		Registered Electrical Engineer	Licensed Electrical Engineer	5 years, with experience in construction of at least 10-storey building
7		Professional Electronics Engineer	Licensed Professional Electronics Engineer	10 years, with experience in construction of at least 10-storey building
8		Electronics Engineer	Licensed Electronics Engineer	5 years, with experience in construction of at least 10-storey building
9		Professional Mechanical Engineer	Licensed Professional Mechanical Engineer	10 years, with experience in construction of at least 10-storey building
10		Registered	Licensed Mechanical	5 years, with experience

No.	Name of Personnel	Proposed Position	Minimum Requirements as specified in Section III, BDS Clause 12.1(h)(ii)	
			Qualifications	Work Experience
		Mechanical Engineer	Engineer	in construction of at least 10-storey building
11		Registered Mechanical Engineer for Fire Protection System	Licensed Mechanical Engineer with expertise in fire protection system	5 years, with experience in construction of at least 10-storey building
12		Registered Master Plumber	Licensed Master Plumber	5 years, with experience in construction of at least 10-storey building
13		Sanitary Engineer	Licensed Sanitary Engineer	10 years, with experience in construction of at least 10-storey building
14		Safety Officer 3	Accredited Safety Officer 3 by the DOLE	3 years, with experience in construction of at least 10-storey building
15		Materials Engineer II	Accredited Materials Engineer II by the DPWH	3 years of experience in materials quality control/assurance aspects
16		Quantity Surveyor	Graduate of architecture or engineering course	5 years of experience in cost estimating and quantity surveying
17		Technical Drafter 1	Graduate of architecture or engineering course	2 years of experience in 3D utility drawings or any computer-aided design software
18		Technical Drafter 2	Graduate of architecture or engineering course	2 years of experience in 3D utility drawings or any computer-aided design software
19		General Supervisor 1	High School Graduate	15 years, with experience in construction of at least 10-storey building
20		General Supervisor 2	High School Graduate	15 years, with experience in construction of at least 10-storey building
21		Registered Nurse	Licensed Nurse	2 years of experience in construction or manufacturing industry

This is to certify that in compliance with the requirements of the Official Bidding Documents, our company has its employed key personnel listed above to be assigned for the Project: “One Lot Lump Sum Contract for the Completion of Unfinished Works for the Construction of a Fourteen-Storey New Training Building, Site Development and various Site Improvements, including supply and installation of Design Fit-Outs, Furnishings, and Fixtures (DFOFF) at the DAP Conference Center in Tagaytay City–2nd Bidding” per IB25-414804-01A.

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME OF THE AUTHORIZED REPRESENTATIVE:

POSITION TITLE OF SIGNATORY:

NAME OF FIRM\BIDDER:
POSTAL ADDRESS:
TELEPHONE NUMBER:
EMAIL ADDRESS:

*****Nothing Follows*****

Bidder's LETTERHEAD

FORM 6: LIST OF AVAILABLE EQUIPMENT UNITS

INSTRUCTIONS to BIDDERS:

- 01.** THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD; SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE TECHNICAL DOCUMENTS MARKED AS "TC10";
- 02.** USE ADDITIONAL PAGE/S AS NECESSARY TO COMPLETE THE LIST OF AVAILABLE EQUIPMENT UNITS;
- 03.** EACH EQUIPMENT IDENTIFIED IN THE LIST SHOULD BE IN GOOD, FUNCTIONING AND OPERATING CONDITION;
- 04.** SUBMISSION OF CLEAR AND READABLE COPY OF THE 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, WILL BE REQUIRED AS PART OF POST-QUALIFICATION DOCUMENTARY REQUIREMENTS:
- 05.** THE SIGNED COPY OF THIS DOCUMENT (IN PDF FORMAT) SHOULD BE STORED IN THE USB THUMB DRIVE ATTACHED TO THE LOA TO BE SUBMITTED BY THE BIDDER; and
- 06.** THE FILENAME STRUCTURE SHOULD BE "TC10_List_of_Available_Equipment_Units=**BidderName**".

{insertdate}

MINIMUM EQUIPMENT REQUIRED FOR THE PROJECT					
Item No.	Equipment Description	Number of Units Owned	Number of Units under Leased Agreement	Number of Units under Purchase Agreement	Total Number of Units
1	Tower Crane (Luffing Tower Crane)				
2	Mobile Crane				
3	Construction Passenger Elevator				
4	Lifting or Conveying Equipment				
5	Dump Trucks				
6	Flatbed Trucks				
7	Back Hoe				
8	Pay Loader				
9	Skid Loader				
10	Walk Behind Roller Compactor / Other appropriate size compactor				
11	Generator Sets (standby / portable)				
12	Concrete Pump				
13	Concrete Mixers				
14	Mortar Mixers				
15	Mortar Shotcretes				
16	Concrete Vibrators				
17	Air Compressor Units				
18	Mechanical Bar Bender and Cutters				
19	Cutting Outfits complete with accessories				
20	Gondolas				
21	Jackhammer				
22	Power Trowels				
23	Submersible Pumps				

MINIMUM EQUIPMENT REQUIRED FOR THE PROJECT					
Item No.	Equipment Description	Number of Units Owned	Number of Units under Leased Agreement	Number of Units under Purchase Agreement	Total Number of Units
24	Welding Machines				
25	Water Tanker or Lorry Tanker				
26	Total Station Surveying Equipment				
27	Scaffolding and Shoring System				
28	Exhaust and Ventilation Equipment (e.g., exhaust / ventilation for confines spaces)				
29	Drone				
30	Power Tools				
31	Leveling Gadgets and other Devices (e.g., laser, electronic gadgets, etc.)				
32	Personal Protective Equipment (e.g., Hard Hats, Safety Shoes/Boots/Belts, Safety Harness, etc.)				
33	Other Equipment...				

This is to certify that undersigned commits to provide and make available all equipment listed above for the project: “One Lot Lump Sum Contract for the Completion of Unfinished Works for the Construction of a Fourteen-Storey New Training Building, Site Development and various Site Improvements, including supply and installation of Design Fit-Outs, Furnishings, and Fixtures (DFOFF) at the DAP Conference Center in Tagaytay City–2nd Bidding” per IB25-414804-01A.

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME OF THE AUTHORIZED REPRESENTATIVE: _____

POSITION TITLE OF SIGNATORY: _____

NAME OF FIRM\BIDDER: _____

POSTAL ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

Nothing Follows

Bidder's LETTERHEAD

FORM 7: OMNIBUS SWORN STATEMENT

INSTRUCTIONS to BIDDERS:

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE TECHNICAL DOCUMENTS MARKED AS "TC11";
02. THE SIGNED COPY OF THIS DOCUMENT (IN PDF FORMAT) SHOULD BE STORED IN THE USB THUMB DRIVE ATTACHED TO THE LOA TO BE SUBMITTED BY THE BIDDER; and
03. THE FILENAME STRUCTURE SHOULD BE "TC11_Notarized_OSS=**BidderName**".

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
X-----X

AFFIDAVIT

Invitation to Bid No. IB25-414804-01A

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

1. **Select one, delete the other:**

If a sole proprietorship: I am the sole proprietor of [**Name of Bidder**] with principal business address at [**address of Bidder and contact number**];

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

2. **Select one, delete the other:**

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of [**Name of Bidder**], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for "One Lot Lump Sum Contract for the Completion of Unfinished Works for the Construction of a Fourteen-Storey New Training Building, Site Development and various Site Improvements, including supply and installation of Design Fit-Outs, Furnishings, and Fixtures (DFOFF) at the DAP Conference Center in Tagaytay City"-2nd Bidding per IB25-414804-01A, of the **Development Academy of the Philippines (DAP)**, as shown in the attached duly notarized Special Power of Attorney;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the PROJECT: "One Lot Lump Sum Contract for the Completion of Unfinished Works for the Construction of a Fourteen-Storey New Training Building, Site Development and various Site Improvements, including supply and installation of Design Fit-Outs, Furnishings, and Fixtures (DFOFF) at the DAP Conference Center in Tagaytay City"-2nd Bidding per IB25-414804-01A, **Development Academy of the Philippines (DAP)**, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate (*whichever is applicable, select one and delete the other*);

3. [**Name of Bidder**] is not "blacklisted" or barred from bidding by the Government of the

Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. **Select one, delete the rest:**

If sole proprietorship: The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), or the End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

If partnership: The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), or the End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

If cooperative: The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), or the End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

If corporation, or joint venture: The corporation or joint venture itself, and officers, directors, controlling stockholders and beneficial owners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

7. It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

Select one, delete the rest:

In case of corporations: *[Name of Bidder]* declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.

In case of Foreign Bidders: *[Name of Bidder]* submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.

8. *[Name of Bidder]* complies with existing labor laws and standards;
9. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the Works as described in Section VI. Schedule of Requirements and Specification, based on the Construction Plans/Drawings and Technical Specifications, and the facilities available and needed for the contract to be bid (if any);
 - d) Certifies that the quantities found in the Bill-of-Quantities (BOQ) and Detailed Unit Price Analysis (DUPA) are guaranteed materials quantity for the completion of the Works as described in Section VI. Schedule of Requirements and Specification; and,
 - e) Inquire or secure Supplemental/Bid Bulletin(s) issued for the **“One Lot Lump Sum Contract for the Completion of Unfinished Works for the Construction of a Fourteen-Storey New Training Building, Site Development and various Site Improvements, including supply and installation of Design Fit-Outs, Furnishings, and Fixtures (DFOFF) at the DAP Conference Center in Tagaytay City”–2nd Bidding per IB25-414804-01A.**
10. That in compliance with all the requirements of the **Official Bidding Documents**, I certify that *[Name of Bidder]*:
 - a) Has no negative slippage of at least fifteen percent (15%) in any one ongoing project or a negative slippage of at least ten percent (10%) in each of two or more ongoing contracts; and
 - b) Has no terminated contract/s on infrastructure project/s due to default with the public and/or private sector for the past ten (10) years;
 - c) Has no case resolved with finality that is against or not in favor of *[Name of Bidder]* before the Construction Industry Arbitration Commission (CIAC) and/or any other trial courts related to construction contracts or infrastructure projects;
 - d) Is fully aware and understood that our Financial Bid for the PROJECT: **“One Lot Lump Sum Contract for the Completion of Unfinished Works for the Construction of a Fourteen-Storey New Training Building, Site Development and various Site Improvements, including supply and installation of Design Fit-Outs, Furnishings, and Fixtures (DFOFF) at the DAP Conference Center in Tagaytay City–2nd Bidding”** is a Lump Sum Bid;
 - e) Will not pull-out all materials, machineries, and equipment whether it is owned, leased or under purchase agreement in event of termination of contract, to the Procuring Entity when those materials, machineries, and equipment will impact on the structural integrity of the works being undertaken or essential for the completion of the project as certified by the concerned Procuring Entity’s design professionals, at no cost to the Procuring Entity;
 - f) Has its employed key personnel, such as Project Manager, Resident Engineer, Project Architect, Structural Engineer, Professional and Registered Electrical Engineers, Professional and Registered Electronics Engineers, Professional and Registered Mechanical Engineers, Fire Protection Engineer, Registered Master Plumber, Sanitary Engineer, Safety Officer 3, Materials Engineer II, Quantity Surveyor, Technical Drafter, General Supervisor, and Registered Nurse who will be engaged for the PROJECT as specified in **Section III, BDS Clause 12.1(h)(ii)**;
 - g) Has the available minimum good functioning and operational tools, machineries, and equipment units which are owned, leased, and/or under purchase agreement that will be used for the PROJECT as specified in **Section III, BDS Clause 12.1(h)(iii)**;

- h) Shall undertake the completion of the PROJECT in accordance with Bid Data Sheet, General and Special Conditions of Contract, Schedule of Requirements and Scope-of-Works, Approved Construction Schedule, Construction Rules and Regulations, Construction Plans/Drawings, Outline and Technical Specifications, and other particulars prescribed in the **Official Bidding Documents**;
 - i) Shall facilitate and pay all needed permits and clearances pertaining to the PROJECT including printing of construction plans for this purpose;
 - j) Shall secure written approval of the Procuring Entity or its duly authorized representative(s) before a Sub-Contractor/s will be engaged during the implementation of the PROJECT;
 - k) Shall submit within five (5) calendar days from the receipt of Notice of Award (NOA) the required additional contract documents as specified in **Section III, BDS Clause 29.3(f)**; and,
 - l) Shall submit the construction and post-construction documents before the issuance of Certificate of Completion and release of payment for the final progress billing as specified in **Section V, SCC Clauses 48.1**; and **Section VI, item no. 3**, of the **Official Bidding Documents**.
11. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity; and
12. **In case advance payment was made or given to *[Name of Bidder]*, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.**

IN WITNESS WHEREOF, I have hereunto set my hand this ____TH Day of _____ 2026 at _____, Philippines.

Signature of the Authorized Representative

Name of the Authorized Representative: _____

Position Title of Signatory: _____

Name of Firm\Bidder: _____

Postal Address: _____

Telephone Number: _____

email address: _____

SUBSCRIBED AND SWORN to before me this ____TH Day of _____, 2026 at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of *[IDENTIFICATION-TYPE & NUMBER]* as defined in the 2004 Rules on Notarial Practice (A.M. No.02-8-13-SC). Affiant/s exhibited to me his/her *[insert two (2) government identification cards used]*, with his/her photograph and signature appearing thereon, with 1st ID No. _____ issued on _____ at _____ and 2nd ID No. _____ issued on _____ at _____.

Witness my hand and seal this ____TH Day of _____, 2026.

SIGNATURE OF THE NOTARY PUBLIC

NAME OF THE NOTARY PUBLIC

Serial No. of Commission

Notary Public for

...until

PTR No. (date & place issued)

IBP No. (date & place issued)

Doc. No.

Page No.

Book No.

Series of 2026

*****Nothing Follows****

Bidder's LETTERHEAD

FORM 8: LIST OF OTHER COMPLETED SIMILAR CONTRACTS

INSTRUCTIONS to BIDDERS:

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE TECHNICAL DOCUMENTS MARKED AS "TC12".

02. IF THERE IS NO ONGOING INCLUDING AWARDED BUT NOT YET STARTED GOVERNMENT OR PRIVATE CONTRACTS, STATE NONE OR EQUIVALENT TERM;

03. THE SIGNED COPY OF THIS DOCUMENT (IN PDF FORMAT) SHOULD BE STORED IN THE USB THUMB DRIVE ATTACHED TO THE LOA TO BE SUBMITTED BY THE BIDDER;

04. THE FILENAME STRUCTURE SHOULD BE "TC12_Other_Completed_Similar_Contracts BidderName"; AND

05. SUBMISSION OF CLEAR AND READABLE COPY OF THE FOLLOWING SUPPORTING DOCUMENTS WILL BE REQUIRED AS PART OF POST-QUALIFICATION DOCUMENTARY REQUIREMENTS:

- CERTIFICATE OF ACCEPTANCE OR COMPLETION, WHICHEVER IS APPLICABLE; OR
- FINAL RATING OF AT LEAST "SATISFACTORY" IN THE CPES OR ANY SIMILAR PERFORMANCE EVALUATION DOCUMENTS ISSUED BY THE PROJECT OWNER OR PROJECT ENGINEER OTHER THAN THE CONTRACTOR.

Note: *Excel-file will be provided as part of the complete set of Bidding Documents bought by the Bidder.*

Nothing Follows

FORM 9: CERTIFICATE OF SITE INSPECTION

INSTRUCTIONS to BIDDER:

01. SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE TECHNICAL DOCUMENTS MARKED AS "TC13";
02. THE SIGNED COPY OF THIS DOCUMENT (IN PDF FORMAT) SHOULD BE STORED IN THE USB THUMB DRIVE ATTACHED TO THE LOA TO BE SUBMITTED BY THE BIDDER;
03. THE FILENAME STRUCTURE SHOULD BE "TC13_Certificate_Site_Inspection=**BidderName**"; AND
04. INTERESTED BIDDERS SHALL FOLLOW THE EXISTING PROTOCOLS SET BY THE DAP CONFERENCE CENTER DURING THE SITE INSPECTION.

CERTIFICATE OF SITE INSPECTION

in

DAP Conference Center, Tagaytay City

BIDDING NO.:	IB25-414804-01A	
PROJECT TITLE:	One Lot Lump Sum Contract for the Completion of Unfinished Works for the Construction of a Fourteen-Storey New Training Building, Site Development and various Site Improvements, including supply and installation of Design Fit-Outs, Furnishings, and Fixtures (DFOFF) at the DAP Conference Center in Tagaytay City–2nd Bidding	
BIDDER'S REP.#1 NAME / POSITION		
BIDDER'S REP.#2 NAME / POSITION		
BIDDER'S REP.#3 NAME / POSITION		
DAP REPRESENTATIVE DURING INSPECTION		
DATE AND TIME OF INSPECTION		
<p><i>This is to certify that we have adequately inspected the on-going NTB-construction and was able to get enough info/data pertaining to the above stated Project.</i></p> <p>By Bidder/ Bidder's Authorized-rep:</p> <p>SIGNATURE: _____</p> <p>PRINTED NAME: _____</p> <p>POSITION TITLE: _____</p>	<p><i>This is to certify that the above-named Bidder/Bidder's Representative had indeed visited/ inspected the on-going NTB-construction for the above stated Project.</i></p> <p>By DAP Authorized Representative:</p> <p>SIGNATURE: _____</p> <p>PRINTED NAME: _____</p> <p>POSITION TITLE: _____</p>	

Nothing Follows

Bidder's LETTERHEAD

FORM 10: FORMAT OF CURRICULUM VITAE (CV) FOR ALL PROPOSED PERSONNEL TO BE ASSIGNED TO THE PROJECT

INSTRUCTIONS to BIDDERS:

01. THE DULY ACCOMPLISHED FORM IS NOT REQUIRED TO BE SUBMITTED WITH THE BID BUT SHALL BE SUBMITTED WITHIN FIVE (5) DAYS AFTER RECEIVING THE NOTIFICATION THAT THE BIDDER HAS THE LOWEST CALCULATED BID, AS PART OF THE POST-QUALIFICATION DOCUMENTARY REQUIREMENTS MARKED AS "PQ09";
02. WHEN FILLED-OUT, THESE FORMS SHOULD CONTAIN THE BIDDER'S WRITE-UP THAT WILL PROVIDE DAP THE NAMES OF THE BIDDER'S PERSONNEL WHO WILL BE ENGAGED FOR THE PROJECT INCLUDING THEIR RESPECTIVE TASKS;
03. USE ADDITIONAL PAGE/S AS NECESSARY. RECENT ID PHOTO OF THE PERSONNEL MUST BE INSERTED;
04. THE SIGNED COPY OF THIS DOCUMENT (IN PDF FORMAT) MUST BE PART OF THE ELECTRONIC FILES THAT SHOULD BE SUBMITTED BY THE BIDDER; AND,
05. THE FILENAME STRUCTURE SHOULD BE (FOR EACH KEY PERSONNEL):
 - a. "PQ09_CV_Project_Manager=**BidderName**";
 - b. "PQ09_CV_Resident_Engineer=**BidderName**";
 - c. "PQ09_CV_Project_Architect=**BidderName**";
 - d. "PQ09_CV_Structural_Engineer=**BidderName**";
 - e. "PQ09_CV_Prof-Electrical_Engineer=**BidderName**";
 - f. "PQ09_CV_Reg-Electrical_Engineer=**BidderName**";
 - g. "PQ09_CV_Prof-Electronics_Engineer=**BidderName**";
 - h. "PQ09_CV_Electronics_Engineer=**BidderName**";
 - i. "PQ09_CV_Prof-Mechanical_Engineer=**BidderName**";
 - j. "PQ09_CV_Reg-Mechanical_Engineer=**BidderName**";
 - k. "PQ09_CV_Fire_Protection_Engineer=**BidderName**";
 - l. "PQ09_CV_Reg_Master_Plumber=**BidderName**";
 - m. "PQ09_CV_Sanitary_Engineer=**BidderName**";
 - n. "PQ09_CV_Safety_Officer=**BidderName**";
 - o. "PQ09_CV_Materials_Engineer=**BidderName**";
 - p. "PQ09_CV_Quantity_Surveyor=**BidderName**";
 - q. "PQ09_CV_Technical_Drafter-1=**BidderName**";
 - r. "PQ09_CV_Technical_Drafter-2=**BidderName**";
 - s. "PQ09_CV_General_Supervisor-1=**BidderName**";
 - t. "PQ09_CV_General_Supervisor-2=**BidderName**"; and
 - u. "PQ09_CV_Registered_Nurse=**BidderName**".

[Insert Date]

PROPOSED POSITION:	[PROPOSED POSITION]	PQ09 [Recent ID Photo]
NAME OF FIRM:		
FULL NAME OF THE STAFF MEMBER:		
PROFESSION:		
YEARS OF PROFESSIONAL EXPERIENCE:		

PROPOSED POSITION:	[PROPOSED POSITION]		PQ09	
PRC ID No. [Note: attach photocopy of PRC ID, if applicable]		REG. DATE:		
		VALID UNTIL:		
PTR No. [Note: attach photocopy of PTR receipt, if applicable]		DATE & PLACE OF ISSUE:		
DATE OF BIRTH:		NATIONALITY:		YEARS WITH THE FIRM/ENTITY:
MEMBERSHIP IN PROFESSIONAL SOCIETIES / ACCREDITED PROFESSIONAL ORGANIZATION				
1)				
2)				
3)				
DETAILED TASKS ASSIGNED IN RELATION TO THE PROJECT:				
1)				
2)				
3)				
KEY QUALIFICATIONS IN RELATION TO THE PROJECT: [Give an outline of experience relative to the proposed position; involvement in other projects ongoing; and, relevant training/seminars most pertinent to tasks on project. Describe degree of responsibility held on relevant previous projects and give dates and locations.]				
A. EXPERIENCE RELATIVE TO THE PROPOSED POSITION:				
1)				
2)				
3)				
B. INVOLVEMENT IN OTHER PROJECTS ONGOING: [List of all current projects, locations, positions and target date of completion. Use additional sheet/s, if needed]				
1)				
2)				
3)				
C. RELEVANT TRAININGS / SEMINARS PERTINENT TO TASKS ON PROJECT: [Attach photo-copy of Certificate/s]				
1)				
2)				
3)				
EDUCATIONAL BACKGROUND AND ANY HONORS RECEIVED: [Summarize college/university and other specialized education giving names of schools, dates attended, and degrees obtained; use additional sheet/s, if needed.]				
1)				
2)				
3)				
TYPE OF LICENSURE EXAMINATION PASSED:			DATE TAKEN:	
1)				
2)				
3)				
OTHER PROFESSIONAL ACCREDITATIONS / CERTIFICATES: [e.g., Accredited ASEAN / Asian Architects, Engineers, or other Professionals. Use additional sheet/s, if needed.]			DATE ISSUED:	
1)				

PROPOSED POSITION:	[PROPOSED POSITION]	PQ09
2)		
3)		
EMPLOYMENT RECORD: [Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions and locations of projects. For experience in last ten years, also give types of activities performed; use additional sheet/s, if needed.]		
1)		
2)		
3)		
HONORS AND AWARDS RECEIVED IN RELATION TO THE PREVIOUS PROJECT/S UNDERTAKEN:		
1)		
2)		
3)		
OTHER PROFESSIONAL AND CIVIC AFFILIATIONS:		
1)		
2)		
3)		
LANGUAGES: [For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing; use additional sheet/s, if needed.]		
1)		
2)		
3)		

CERTIFICATION

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

In the event that the contract “One Lot Lump Sum Contract for the Completion of Unfinished Works for the Construction of a Fourteen-Storey New Training Building, Site Development and various Site Improvements, including supply and installation of Design Fit-Outs, Furnishings, and Fixtures (DFOFF) at the DAP Conference Center in Tagaytay City” per IB25-414804-01A is awarded to [name of company], I firmly commit to assume the post of [designated position].

SIGNATURE OF THE PROPOSED PERSONNEL:	DATE SIGNED:
---	-------------------------

The **[Bidder]** firmly commits to engage and assign the above person as **[position]** should the project be awarded.

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME OF THE AUTHORIZED REPRESENTATIVE:

POSITION TITLE OF SIGNATORY:

NAME OF FIRM\BIDDER:

POSTAL ADDRESS:
TELEPHONE NUMBER:
EMAIL ADDRESS:

*****Nothing Follows****

Bidder's LETTERHEAD

FORM 11: PROPOSED WORKFORCE SCHEDULE

INSTRUCTIONS to BIDDERS:

01. THE DULY ACCOMPLISHED FORM IS NOT REQUIRED TO BE SUBMITTED WITH THE BID BUT SHALL BE SUBMITTED WITHIN FIVE (5) DAYS AFTER RECEIVING THE NOTICE OF AWARD, AS PART OF ADDITIONAL CONTRACT DOCUMENTS MARKED AS "CD03";
02. WHEN FILLED-OUT, THIS FORM SHOULD CONTAIN THE BIDDER'S PROPOSED MANPOWER LOADING INCLUDING THE KEY PERSONNEL FOR THE PROJECT;
03. USE ADDITIONAL PAGE/S AS NECESSARY TO COMPLETE THE LIST OF PROPOSED WORKFORCE;
04. THE SIGNED COPY OF THIS DOCUMENT (IN PDF FORMAT) MUST BE PART OF THE ELECTRONIC FILES THAT SHOULD BE SUBMITTED BY THE BIDDER; AND,
05. THE FILENAME STRUCTURE SHOULD BE "CD03_Proposed_Workforce_Schedule=BidderName".

{insertdate}

Manpower Description / Position	No. of Workforce (<i>add rows if needed</i>)	Date		Months (in the Form of a Bar Chart)									
		Start	Finish	1	2	3	4	5	6	7	N th	sum	
01.													
02.													
03.													
04.													
05.													
06.													
07.													
08.													
09.													
10.													
Nn...													
Total No. of Manpower													

This is to certify that undersigned commits to finish the requirements on or before the prescribed date for the undertaking we bid re: "One Lot Lump Sum Contract for the Completion of Unfinished Works for the Construction of a Fourteen-Storey New Training Building, Site Development and various Site Improvements, including supply and installation of Design Fit-Outs, Furnishings, and Fixtures (DFOFF) at the DAP Conference Center in Tagaytay City" per IB25-414804-01A.

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME OF THE AUTHORIZED REPRESENTATIVE: _____

POSITION TITLE OF SIGNATORY: _____

NAME OF FIRM\BIDDER: _____

POSTAL ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

Nothing Follows

Bidder's LETTERHEAD

FORM 12: EQUIPMENT UTILIZATION SCHEDULE

INSTRUCTIONS to BIDDERS:

01. THE DULY ACCOMPLISHED FORM IS NOT REQUIRED TO BE SUBMITTED WITH THE BID BUT SHALL BE SUBMITTED WITHIN FIVE (5) DAYS AFTER RECEIVING THE NOTICE OF AWARD, AS PART OF ADDITIONAL CONTRACT DOCUMENTS MARKED AS "CD04";
02. USE ADDITIONAL PAGE/S AS NECESSARY TO COMPLETE THE LIST OF EQUIPMENT UTILIZATION SCHEDULE;
03. THE SIGNED COPY OF THIS DOCUMENT (IN PDF) MUST BE PART OF THE ELECTRONIC FILES THAT SHOULD BE SUBMITTED BY THE BIDDER; AND
04. THE FILENAME STRUCTURE SHOULD BE "CD04_Equipment_Utilization_Schedule=BidderName".

{insertdate}

Category/Equipment	No. of Unit	Date		Months																					
		Start	Finish	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	Nth	
1. Tower Crane (Luffing Tower Crane)																									
2. Mobile Crane																									
3. Construction Passenger Elevator																									
4. Lifting or Conveying Equipment																									
5. Dump Trucks																									
6. Flatbed Trucks																									
7. Back Hoe																									
8. Pay Loader																									
9. Skid Loader																									
10. Walk Behind Roller Compactor / Other appropriate size compactor																									

Category/Equipment	No. of Unit	Date		Months																					
		Start	Finish	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	Nth	
11. Generator Sets (standby / portable)																									
12. Concrete Pump																									
13. Concrete Mixers																									
14. Mortar Mixers																									
15. Mortar Shotcretes																									
16. Concrete Vibrators																									
17. Air Compressor Units																									
18. Mechanical Bar Bender and Cutters																									
19. Cutting Outfits complete with accessories																									
20. Gondolas																									
21. Jackhammer																									
22. Power Trowels																									
23. Submersible Pumps																									
24. Welding Machines																									
25. Water Tanker or Lorry Tanker																									
26. Total Station Surveying Equipment																									
27. Scaffolding and Shoring System																									
28. Exhaust and Ventilation Equipment (e.g., exhaust / ventilation for confines spaces)																									
29. Drone																									
30. Power Tools																									
31. Leveling Gadgets and																									

Category/Equipment	No. of Unit	Date		Months																					
		Start	Finish	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	Nth	
other Devices (e.g., laser, electronic gadgets, etc.)																									
32. Personal Protective Equipment (e.g., Hard Hats, Safety Shoes/Boots/Belts, Safety Harness, etc.)																									
33. Other Equipment...																									

This is to certify that undersigned commits to provide and make available all equipment listed above for the project: “One Lot Lump Sum Contract for the Completion of Unfinished Works for the Construction of a Fourteen-Storey New Training Building, Site Development and various Site Improvements, including supply and installation of Design Fit-Outs, Furnishings, and Fixtures (DFOFF) at the DAP Conference Center in Tagaytay City” per IB25-414804-01A.

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME OF THE AUTHORIZED REPRESENTATIVE:

POSITION TITLE OF SIGNATORY:

NAME OF FIRM\BIDDER:

POSTAL ADDRESS:

TELEPHONE NUMBER:

EMAIL ADDRESS:

Nothing Follows

Bidder's LETTERHEAD

FORM 13: DESCRIPTION OF THE CONSTRUCTION METHODOLOGY AND PROCEDURES FOR THE PROJECT

INSTRUCTIONS to BIDDERS:

- 01.** THE DULY ACCOMPLISHED FORM IS NOT REQUIRED TO BE SUBMITTED WITH THE BID BUT SHALL BE SUBMITTED WITHIN FIVE (5) DAYS AFTER RECEIVING THE NOTICE OF AWARD, AS PART OF ADDITIONAL CONTRACT DOCUMENTS MARKED AS “**CD05**”;
- 02.** WHEN FILLED-OUT, THIS FORM SHOULD CONTAIN THE BIDDER'S WRITE-UP THAT PROVIDES METHODOLOGIES AND PROCEDURES THAT WILL BE CONDUCTED FOR THE PROJECT;
- 03.** THE SIGNED COPY OF THIS DOCUMENT (IN PDF FORMAT) MUST BE PART OF THE ELECTRONIC FILES THAT SHOULD BE SUBMITTED BY THE BIDDER;
- 04.** USE ADDITIONAL PAGE/S AS NECESSARY TO COMPLETE THE PROPOSED CONSTRUCTION METHODOLOGIES AND PROCEDURES;
- 05.** THE BIDDER MAY PROVIDE ADDITIONAL INFORMATION ON CONSTRUCTION METHODOLOGIES AND PROCEDURES AS THEY DEEMED FIT FOR THE PROJECT; AND
- 06.** THE FILENAME STRUCTURE SHOULD BE “**CD05_Methodology_and_Procedures=BidderName**”.

{insertdate}

A. INTRODUCTION

- ❖ Refer to Nature of the PROJECT....

A.1.a. ...

A.1.b. ...

B. BRIEF DESCRIPTION OF CONTRACT WORKS

- ❖ State general features of Contract works. Use tables as necessary.

B.1.a. ...

B.1.b. ...

C. CONSTRUCTION METHODS AND PROCEDURE

C.1. Methodology or General Approach

State general approach in construction in terms of use of equipment-intensive or labor-based methods, any special techniques, methods or procedures to ensure quality of construction and timely completion of the following major items of work applicable to the project:

C.1.a. Substructure (i.e. site preparation, excavation, backfill works, etc.);

...

C.1.b. Superstructure (i.e. structural works, architectural works, mechanical works (air-conditioning & ventilation), electrical (interior & exterior) and auxiliaries works, plumbing / sanitary works, etc.);

...

C.1.c. Site Civil Development Works;

...

C.1.d. Architectural Interior (AI) Finishing Work; and,

...

C.1.e. Specialty Work.

...

D. FINANCIAL PROGRAM

D.1. Provision for working capital, etc.

D.2. ...

[The narrative description of Construction Methods is required to be in the Technical Envelope of the Bidder. The above is the recommended outline in the Bidder's presentation of the documents.]

This is to certify that undersigned commits to finish the requirements on or before the prescribed date for the undertaking we bid re: "One Lot Lump Sum Contract for the Completion of Unfinished Works for the Construction of a Fourteen-Storey New Training Building, Site Development and various Site Improvements, including supply and installation of Design Fit-Outs, Furnishings, and Fixtures (DFOFF) at the DAP Conference Center in Tagaytay City" per IB25-414804-01A.

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME OF THE AUTHORIZED REPRESENTATIVE:

POSITION TITLE OF SIGNATORY:

NAME OF FIRM\BIDDER:

POSTAL ADDRESS:

TELEPHONE NUMBER:

EMAIL ADDRESS:

*****Nothing Follows*****

Bidder's LETTERHEAD

FORM 14: FINANCIAL BID FORM

INSTRUCTIONS to BIDDERS:

01. THIS FORM SHOULD BE ACCOMPLISHED USING THE BIDDER'S LETTERHEAD, SIGNED COPY SHOULD BE SUBMITTED AS PART OF THE FINANCIAL BID DOCUMENTS MARKED AS "FC01";
02. THE SIGNED COPY OF THIS DOCUMENT (IN PDF FORMAT) SHOULD BE STORED IN THE USB THUMB DRIVE ATTACHED TO THE LOA TO BE SUBMITTED BY THE BIDDER; and
03. THE FILENAME STRUCTURE SHOULD BE "FC01_Financial_Bid_Form=**BidderName**".

BID FORM

Invitation to Bid No. **IB25-414804-01A**

Date:

BIDS & AWARDS COMMITTEE

Development Academy of the Philippines

GF, dap Bldg., San Miguel Avenue, Pasig City 1600

P.O. Box 12788 Ortigas Center, Pasig City 1600 Philippines

Telephone: (632) 8631-0921 loc. 133

BAC Secretariat email: dapbacsec@dap.edu.ph

Website address: <http://www.dap.edu.ph>

Having examined the Official Bidding Document (OBD) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- (a) We have no reservation to the OBD, including the Supplemental or Bid Bulletins, for the Procurement Project: **"One Lot Lump Sum Contract for the Completion of Unfinished Works for the Construction of a Fourteen-Storey New Training Building, Site Development and various Site Improvements, including supply and installation of Design Fit-Outs, Furnishings, and Fixtures (DFOFF) at the DAP Conference Center in Tagaytay City-2nd Bidding"**;
- (b) We offer to execute the Works for this Contract in accordance with the OBD including the Supplemental or Bid Bulletins, Instruction to Bidders and Bid Data Sheet, General and Special Conditions of Contract, Schedule of Requirements and Scope-of-Works, Approved Construction Schedule, Construction Rules and Regulations, Construction Plans/Drawings, Outline and Technical Specifications, and other particulars prescribed in the OBD;
- (c) The total price of our Bid in words and figures, excluding any discounts offered below, is *[insert information]*;
- (d) The discounts offered and the methodology for their application, if any, are: *[insert information]*

information]; *[or indicate N/A if no discount offered]*

- (e) The total bid price in words and figures, after applying the applicable discount, includes the cost of all taxes, such as, but not limited to [*specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties*], which are itemized in the [*Select one, delete the other: Price Schedules / Detailed Estimates*], is *[insert information]*;
- (f) This Bid shall remain valid within a period stated in the OBD, and it shall be binding upon me/us at any time before the expiration of that period;
- (g) If our bid is accepted, I/we commit to enter to a contract and provide a performance security in the form, amounts, and within the times prescribed in the OBD, and hereby acknowledge the consequences under the IRR of RA No. 12009 on forfeiture of Bid Security or enforcement of Bid Securing Declaration and on Blacklisting.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon the Bidder.

I/We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

I/We certify/confirm that we comply with the eligibility requirements pursuant to the OBD.

The undersigned is authorized to submit the bid on behalf of [*Name of the Bidder*] as evidenced by the attached [*State the Written Authority*].

I/We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Duly authorized to sign the Bid for and behalf of:

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME OF THE AUTHORIZED REPRESENTATIVE

POSITION TITLE OF SIGNATORY:

NAME OF FIRM\BIDDER:

POSTAL ADDRESS:

TELEPHONE NUMBER:

EMAIL ADDRESS:

*****Nothing Follows*****

FORM 15: CONTRACT FORM

INSTRUCTIONS to BIDDERS:

01. THE DULY ACCOMPLISHED FORM IS NOT REQUIRED TO BE SUBMITTED WITH THE BID BUT SHALL BE SUBMITTED WITHIN TEN (10) DAYS AFTER RECEIVING THE NOTICE OF AWARD

CONTRACT FOR [Insert Project Title]

THIS CONTRACT executed on the _____ day of _____ 20____ between:

[Name of Procuring Entity], a government agency of the Republic of the Philippines, hereinafter called “the Entity”;

-and-

[Name of Contractor] Filipino of legal age or a company duly organized and existing under the laws of [city and country], with principal office at [insert address], hereinafter called “the Contractor”.

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly *[Brief description of Project]*;

WHEREAS, the Contractor submitted a responsive bid and was awarded the contract for the procurement in the total amount of *[Contract price in words and figures, including currency]*, hereinafter referred to as the “Contract Price.”

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

- 1) Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
- 2) The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall be deemed to form and be read and construed as integral part of this Contract, viz.:
 - a) Philippine Bidding Documents (PBD);
 - i. Drawings/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders;
 - v. Bid Data Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract;
 - ix. Supplemental Bid Bulletins, if any; and
 - x. Other contract documents that may be required by existing laws and/or the Entity.

- b) Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c) Performance Security;
 - d) Notice of Award of Contract; and the Bidder's Conforme thereto; and
 - e) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.
- 3) In consideration of the Contract Price of *[Contract Price in words and figures]*, or such other sums as may be determined in accordance with the terms of the Contract, the Supplier agrees to deliver and perform the items and related services for the *[Project Title]* described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.
 - 4) The *[Name of the Procuring Entity]* agrees to pay the above-mentioned sum to the Supplier in accordance with the schedule and manner provided in the Bidding Documents and its annexes.
 - 5) Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act (RA) No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written

For the Procuring Entity
Head of the Procuring Entity or Duly
Authorized Representative

For the Bidder
Duly authorized to sign the Contract
for and behalf of *[Bidders Name]*:

[Signature over Printed Name]
[Position/Designation]
[Date]

[Signature over Printed Name]
[Position/Designation]
[Date]

Signed in the presence of:

[Name and Signature]

[Name and Signature]

Witness – Procuring Entity

Witness- Supplier

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the _____, City/Province of _____, this _____ day of _____, 2026, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of _____ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this ____ Day of _____, 2026.

NAME OF NOTARY PUBLIC

Notarial Commission No. _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Nothing Follows

Section XII. Documentary Requirements Checklist

Folder No.1: TECHNICAL DOCUMENTS

01. All submissions of the Bidder should be **clear and readable** and must indicate the document number. Bidders' Technical Documents should be marked "**TC01**" to "**TC14**".
02. On this checklist; the column "As Checked" shall be marked ...
 - ✓ "**PASSED**" to indicate that said document was available; or
 - ✓ "**FAILED**" when the document listed is not available in the bid proposal submitted; or
 - ✓ "**NOT APPLICABLE**" if the item in the checklist was not appropriate or no longer required.
03. During the evaluation at the stage of post-qualification, a proposal may still be declared "**not eligible**" or "**failed**" if the contents / substance of the submitted document is missing, or is found inappropriate, or does not comply with the given requirements for this transaction.

Bidding No. IB25-414804-01A	Total ABC: ONE BILLION SEVEN HUNDRED FORTY MILLION PESOS (P1,740,000,000.00)	
Particulars:	ONE LOT LUMP SUM CONTRACT FOR THE COMPLETION OF UNFINISHED WORKS FOR THE CONSTRUCTION OF A FOURTEEN-STOREY NEW TRAINING BUILDING, SITE DEVELOPMENT AND VARIOUS SITE IMPROVEMENTS, INCLUDING SUPPLY AND INSTALLATION OF DESIGN FIT-OUTS, FURNISHINGS, AND FIXTURES (DFOFF) AT THE DAP CONFERENCE CENTER IN TAGAYTAY CITY	
Venue of Bid Opening:	DAP Bldg., San Miguel Avenue, Pasig City	DATE & TIME of Bid Opening 15 January 2026 at 10:00 AM

PROPOSER INFORMATION	COMPANY NAME:	?
	COMPANY MAILING ADDRESS:	?
	COMPANY WEBSITE OR EMAIL ADDRESS:	?
Bidder's Authorized Representative:	NAME OF THE COMPANY REPRESENTATIVE:	?
	POSITION TITLE OF THE COMPANY REPRESENTATIVE:	?

TECHNICAL DOCUMENTS	mark	As Checked
1. Photocopy of valid PhilGEPS Certificate of Registration per BDS Clause 12.1(01) .	TC01	<input type="checkbox"/> Present <input type="checkbox"/> Absent
2. Photocopy of valid Special PCAB License and Registration for	TC02	<input type="checkbox"/> Present

TECHNICAL DOCUMENTS	mark	As Checked
<p>"Building and Industrial Plant" with at least "Large B" size range, and "AAA" license category, in case of Joint Venture per BDS Clause 12.1(02).</p> <p>NOTE: If not into JVA, please attach a paper with the note stating "Special PCAB License and Registration is Not Applicable" marked as "TC02".</p>		<input type="checkbox"/> Absent <input type="checkbox"/> N / A
<p>3. Statement of ALL ONGOING government and private contracts, including contracts awarded but not yet started, if any, per BDS Clause 12.1(03).</p> <p>Note: The Bidder must have a SLCC that is similar to the contract to be bid, and whose value (<u>adjusted to current prices using the PSA consumer price indices</u>) is at least fifty percent (50%) of the ABC.</p>	TC03	<input type="checkbox"/> Present <input type="checkbox"/> Absent
4. Statement of a Single Largest Completed Contract (SLCC) similar to the contract to be bid per BDS Clause 12.1(04);	TC04	<input type="checkbox"/> Present <input type="checkbox"/> Absent
5. NFCC computation of at least equal to the ABC per BDS Clause 12.1(05).	TC05	<input type="checkbox"/> Present <input type="checkbox"/> Absent
<p>6. If applicable, valid Joint Venture Agreement (JVA), 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, shall be included in the bid, per BDS Clause 12.1(06).</p> <p>NOTE: If not into JVA, please attach a paper with the note stating "JVA is NOT APPLICABLE" marked as "TC06".</p>	TC06	<input type="checkbox"/> Present <input type="checkbox"/> Absent <input type="checkbox"/> N / A
7. Bid security in any of the prescribed forms per BDS Clause 12.1(07).	TC07	<input type="checkbox"/> Present <input type="checkbox"/> Absent
8. Proposed Organizational Chart showing the Bidder's Key Personnel to be deployed for the Project per BDS Clause 12.1(08).	TC08	<input type="checkbox"/> Present <input type="checkbox"/> Absent
9. List of Bidder's Key Personnel for the Project with qualification and work experience in accordance with BDS Clause 12.1(h)(ii) per BDS Clause 12.1(09).	TC09	<input type="checkbox"/> Present <input type="checkbox"/> Absent
10. Duly signed List of Bidder's Available Equipment Units per BDS Clause 12.1(10).	TC10	<input type="checkbox"/> Present <input type="checkbox"/> Absent
11. Duly Notarized Omnibus Sworn Statement per BDS Clause 12.1(11).	TC11	<input type="checkbox"/> Present <input type="checkbox"/> Absent
<p>12. List of Other Completed Similar Contracts with the Government and/or Private Sector within the last ten (10) years, if any, per BDS Clause 12.1(12).</p> <p>NOTE: If none for other completed similar contracts within the last 10 years, please attach a paper with the note stating "NOT APPLICABLE" marked as "TC12".</p>	TC12	<input type="checkbox"/> Present <input type="checkbox"/> Absent <input type="checkbox"/> N / A
13. Certificate of Site Inspection duly signed by authorized DAP	TC13	<input type="checkbox"/> Present

TECHNICAL DOCUMENTS		mark	As Checked
Officer per BDS Clause 12.1(13).			<input type="checkbox"/> Absent
14. At least valid ISO 9001:2015 Certification per BDS Clause 12.1(14).		TC14	<input type="checkbox"/> Present <input type="checkbox"/> Absent
END OF TECHNICAL DOCUMENTS CHECKLIST			
BAC's Remarks:	<input type="checkbox"/> PASSED	<input type="checkbox"/> FAILED	<input type="checkbox"/> FOR RECONSIDERATION
CHECKED BY:	ENDORSED BY:	DOCUMENTS RECEIVED BY:	
Engr. ANTONIO L. ALEGRIA Chairperson, TWG	JUNE ARVIN C. GUDOY Chairperson, BAC	RODEL DV. CASTILLO Officer-in-Charge, BAC Secretariat Division	

Folder No.2: **FINANCIAL DOCUMENTS**

01. All submissions of the Bidder should be **clear and readable** and must indicate the document number Bidders' Technical Documents should be marked "**FC01**" to "**FC03**".
02. During the evaluation at the stage of post-qualification, a proposal may still be declared "**not eligible**" or "**failed**" if the contents / substance of the submitted document is missing, or is found inappropriate, or does not comply with the given requirements for this transaction.

Bidding No. IB25-414804-01A	Total ABC: ONE BILLION SEVEN HUNDRED FORTY MILLION PESOS (P1,740,000,000.00)
Particulars: ONE LOT LUMP SUM CONTRACT FOR THE COMPLETION OF UNFINISHED WORKS FOR THE CONSTRUCTION OF A FOURTEEN-STOREY NEW TRAINING BUILDING, SITE DEVELOPMENT AND VARIOUS SITE IMPROVEMENTS, INCLUDING SUPPLY AND INSTALLATION OF DESIGN FIT-OUTS, FURNISHINGS, AND FIXTURES (DFOFF) AT THE DAP CONFERENCE CENTER IN TAGAYTAY CITY	
Venue of Bid Opening: DAP Bldg., San Miguel Avenue, Pasig City	DATE & TIME of Bid Opening: 15 January 2026 at 10:00 AM

FINANCIAL DOCUMENTS	Mark	As Checked
1. Duly signed Financial Bid Form as prescribed in BDS Clause 12.2(01) .	FC01	<input type="checkbox"/> Present <input type="checkbox"/> Absent
2. Duly signed copy of the Bill-of-Quantities (BOQ) as prescribed in BDS Clause 12.2(02.2) . Note: The BOQ should be signed by the Bidder's authorized representative on each and every page.	FC02	<input type="checkbox"/> Present <input type="checkbox"/> Absent
3. Duly signed copy of the Summary of Bid Amounts as prescribed in BDS Clause 12.2(02.3) .	FC03	<input type="checkbox"/> Present <input type="checkbox"/> Absent

END OF FINANCIAL DOCUMENTS CHECKLIST

BAC's Remarks:	<input type="checkbox"/> PASSED	<input type="checkbox"/> FAILED	<input type="checkbox"/> FOR RECONSIDERATION
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CHECKED BY:	ENDORSED BY:	DOCUMENTS RECEIVED BY:
Engr. ANTONIO L. ALEGRIA Chairperson, TWG	JUNE ARVIN C. GUDOY Chairperson, BAC	RODEL DV. CASTILLO Officer-in-Charge, BAC Secretariat Division

Section XIII. Filenames

Notes to the Bidders:

1. This Section of the OBD provides the information necessary for interested Bidders to prepare responsive bids, in accordance with the requirements of DAP.
2. The tendered Bid shall be assessed on the basis of what is deemed advantageous to DAP, in particular, and to the Government, in general before an award will be served.
3. Below are information and guide in preparing the FILENAMES acceptable to DAP:
 - 3.1. The electronic-copies of all the technical and financial documents must be saved in the USB thumb-drive to be submitted by the Bidder (**Note: Original printed copies shall prevail in case of discrepancy with the electronic-copies**);
 - 3.2. The **USB thumb-drive should be password-protected** and attached to the Letter of Authorization (LOA) and securely affixed outside the Bid Box/Envelope;
 - 3.3. The Bidder certifies that all of the electronic files with suffix **<BidderName>** had been diligently and carefully examined; and
 - 3.4. The Bidder must ensure that each thumb-drive is inspected, and contains all the files enumerated here below:

N	FILENAME	Filetype
	INSTRUCTIONS: <input type="checkbox"/> The structure of the "final-filename" should follow the file structure below; and <input type="checkbox"/> The suffix " BidderName " must be replaced by the Company Name of the Bidder .	
1	LOA signed Letter of Authorization= BidderName INSTRUCTIONS: <i>The duly filled-out, printed, and signed LOA should be placed securely affixed outside the Bid Box/Envelope. The LOA can be read without opening any part of the submitted bid.</i>	pdf
A: TECHNICAL DOCUMENTS		
01	TC01_PhilGEPS_Registration= BidderName	pdf
02	TC02_Valid_Special_PCAB_License= BidderName	pdf
03	TC03_All_Ongoing_Contracts= BidderName	pdf
04	TC04_SLCC= BidderName	pdf
05	TC05_NFCC= BidderName	pdf
06	TC06_Valid_JVA= BidderName	pdf
07	TC07_Bid_Security= BidderName	pdf
08	TC08_Organizational_Chart_4D_Project= BidderName	pdf
09	TC09_List_of_Key_Personnel= BidderName	pdf
10	TC10_List_of_Available_Equipment_Units= BidderName	pdf
11	TC11_Notarized_OSS= BidderName	pdf
12	TC12_Other_Completed_Similar_Contracts= BidderName	pdf
13	TC13_Certificate_of_Site_Inspection= BidderName	pdf
14	TC14_Valid_ISO_Certification= BidderName	pdf
B: FINANCIAL DOCUMENTS		
01	FC01_Financial_Bid_Form= BidderName	pdf

N	FILENAME	Filetype
	INSTRUCTIONS: <input type="checkbox"/> The structure of the "final-filename" should follow the file structure below; and <input type="checkbox"/> The suffix " BidderName " must be replaced by the Company Name of the Bidder .	
02	FC02_Signed_BOQ= BidderName	pdf
03	FC03_Signed_BOQ_Summary= BidderName	pdf
C: POST-QUALIFICATION DOCUMENTARY REQUIREMENTS		
01	PQ01_SEC-DTI-CDA= BidderName	pdf
02	PQ02_TAX_Clearance= BidderName	pdf
03	PQ03_Audited_Financial_Statements= BidderName	pdf
04	PQ04_Valid_PCAB_License= BidderName	pdf
05	PQ05_Mayor_Business_Permit= BidderName	pdf
06	PQ06_ITR_2023= BidderName	pdf
07	PQ07_ITR_2024= BidderName	pdf
08	PQ08_Qtr_VAT_Returns_2025= BidderName	pdf
09	PQ09_CV_Project_Manager= BidderName	pdf
10	PQ09_CV_Resident_Engineer= BidderName	pdf
11	PQ09_CV_Project_Architect= BidderName	pdf
12	PQ09_CV_Structural_Engineer= BidderName	pdf
13	PQ09_CV_Prof-Electrical_Engineer = BidderName	pdf
14	PQ09_CV_Reg-Electrical_Engineer = BidderName	pdf
15	PQ09_CV_Prof-Electronics_Engineer= BidderName	pdf
16	PQ09_CV_Electronics_Engineer= BidderName	pdf
17	PQ09_CV_Prof-Mechanical_Engineer= BidderName	pdf
18	PQ09_CV_Reg-Mechanical_Engineer= BidderName	pdf
19	PQ09_CV_Fire_Protection_Engineer= BidderName	pdf
20	PQ09_CV_Reg-Master_Plumber= BidderName	pdf
21	PQ09_CV_Sanitary_Engineer= BidderName	pdf
22	PQ09_CV_Safety_Officer= BidderName	pdf
23	PQ09_CV_Materials_Engineer= BidderName	pdf
24	PQ09_CV_Quantity_Surveyor= BidderName	pdf
25	PQ09_CV_Technical_Drafter-1= BidderName	pdf
26	PQ09_CV_Technical_Drafter-2= BidderName	pdf
27	PQ09_CV_General_Supervisor-1= BidderName	pdf
28	PQ09_CV_General_Supervisor-2= BidderName	pdf
29	PQ09_CV_Registered_Nurse= BidderName	pdf
30	PQ10_Supporting_Docs_Ongoing_Contracts= BidderName	pdf
31	PQ11_CPES-Rating_Completed_Contracts= BidderName	pdf

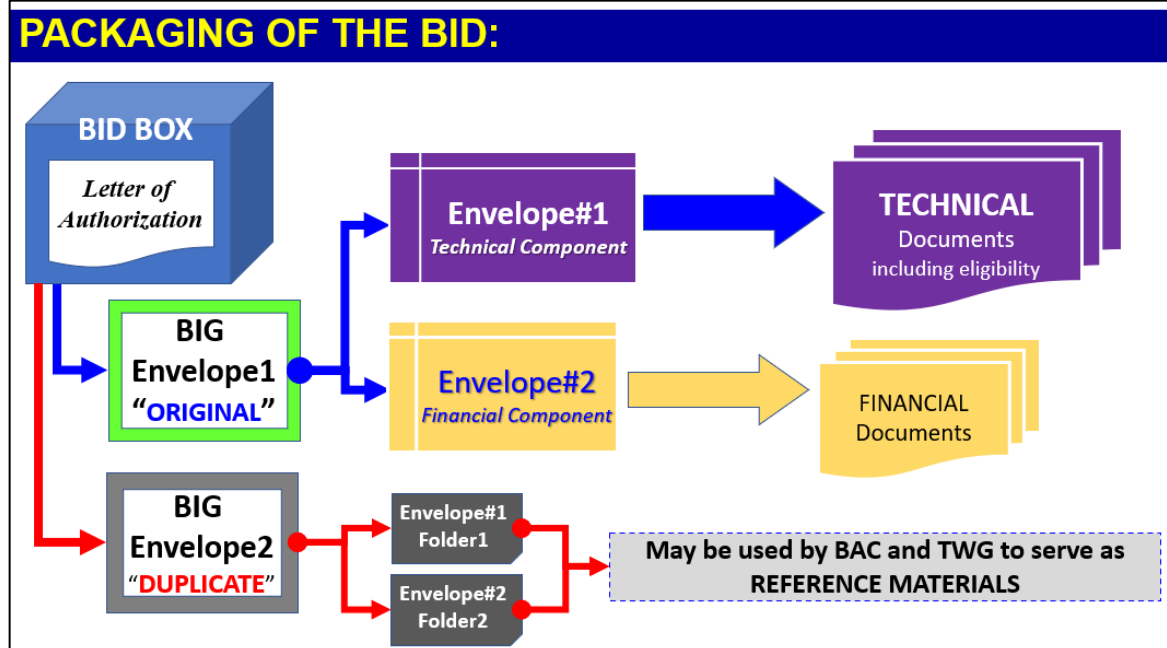
N	INSTRUCTIONS:	FILENAME	Filetype
	<input type="checkbox"/> The structure of the “final-filename” should follow the file structure below; and <input type="checkbox"/> The suffix “ BidderName ” must be replaced by the Company Name of the Bidder .		
32	PQ12_Supporting_Docs_Equipment_Units=	BidderName	pdf
33	PQ13_Company_Profile=	BidderName	pdf
D: ADDITIONAL CONTRACT DOCUMENTS [as specified in Section III, BDS Clause 29.3(f) for contracting purposes]			
01	CD01_Construction-Schedule_and_S-Curve=	BidderName	pdf
02	CD02_PERT-CPM_Network_Diagram=	BidderName	pdf
03	CD03_Proposed_Workforce_Schedule=	BidderName	pdf
04	CD04_Equipment_Utilization_Schedule=	BidderName	pdf
05	CD05_Construction_Methodology=	BidderName	pdf
06	CD06_Construction_Safety-Health_Program=	<idderName	pdf
07	CD07_Proposed_Payment_Schedule=	BidderName	pdf
08	CD08_Signed_DUPA=	BidderName	pdf
09	CD09_Signed_Quantity_Take-Off=	BidderName	pdf
10	CD10_Performance_Security=	BidderName	pdf
11	CD12_CARI=	BidderName	pdf

Nothing Follows

Section XIV. Packaging and Markings of the Bid

Notes to the Bidders:

- 1) The submitted Bid must be placed in a sealed “BID-box” that should contain:
 - ❑ A sealed BIG ENVELOPE1 marked “**ORIGINAL COPY**”; and,
 - ❑ A sealed BIG ENVELOPE2 marked “**DUPLICATE COPY**”.
- 2) A “**LETTER OF AUTHORIZATION (LOA)**” should be pasted on the one side/face of the submitted “BID-box”. The LOA should conform with the provided template as explained in the OBD.



NOTE: The contents of the Big Envelope2 marked “**DUPLICATE**” contains the exact and faithful copies of the all documents required to be placed inside the Technical Components and Financial Components of the Bid.


- 3) The sealed BIG ENVELOPE1 marked “**ORIGINAL COPY**” must have two (2) items:
 - ❑ Sealed **Proposal Folder#1** containing a sealed envelope marked “**TECHNICAL COMPONENTS**”; and
 - ❑ Sealed **Proposal Folder#2** containing a sealed envelope marked the “**FINANCIAL COMPONENTS**”.
- 4) The sealed “Big Envelope” marked “**DUPLICATE COPY**” must have the **duplicate copies of all documents** placed inside the **Proposal Folder#1** and **Proposal Folder#2** found in the sealed “Big Envelope” marked “**ORIGINAL COPY**”; and
- 5) All **envelopes/ box** must:
 - ✓ bear the name and address of the Bidder;

- ✓ contain the Project Title;
- ✓ bear the specific identification of the transaction or the IB Number;
- ✓ be addressed to the Procuring Entity's BAC Chairperson; and,
- ✓ bear a warning "**DO NOT OPEN BEFORE...**" the date and time for the opening of bids; and,

6) All documents in all envelopes must be:

- ☐ **Properly marked/tagged based on the enumeration of the required documents per the Checklist found in the OBD; and,**
- ☐ **The first page of every required document must have an "ear-tab" indicating the tag# or marker# of the said document.**

Nothing Follows



NOTHING FOLLOWS

DAP Bldg., San Miguel Avenue, Pasig City 1600
P.O. Box 12788, Ortigas Center, Pasig City 1600

Telephone: (632) 8631 0921 loc. 133

website: <http://www.dap.edu.ph>

email address of BAC Secretariat: dapbacsec@dap.edu.ph