



REPUBLIC OF THE PHILIPPINES

PHILIPPINE COAST GUARD

139 25th Street, South Harbor, Port Area, 1018 Manila

BIDDING DOCUMENTS

**DESIGN AND BUILD PROJECTS FOR COAST GUARD
BASE TAGUIG INCLUSIVE OF LAND DEVELOPMENT,
MARSLEC HEADQUARTERS (ADMIN) BUILDING &
MARSLEC BARRACKS BUILDING**

Government of the Republic of the
Philippines

**Fifth Edition
14 October 2019**



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SECTION I. INVITATION TO BID



REPUBLIC OF THE PHILIPPINES
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INVITATION TO BID

Invitation to Bid No. 2019-10-079

**Design and Build Projects for Coast Guard Base Taguig
 Inclusive of Land Development, MARSLEC Headquarters
 (Admin) Building & MARSLEC Barracks Building**

1. The **Philippine Coast Guard**, through **Capital Outlay 2019** intends to apply the total sum of **Two Hundred Thirteen Million Four Hundred Twenty Eight Thousand Nine Hundred Eighty Pesos and 58/100 (P213,428,980.58)** being the Approved Budget for the Contract (ABC) to payments under the contract **Design and Build Projects for Coast Guard Base Taguig inclusive of Land Development, MARSLEC Headquarters (Admin) Building & MARSLEC Barracks Building** which will be implemented in three (3) Fiscal Years with the following breakdown of projects as shown below. Bids received in excess of the ABC in any of the projects shall be automatically rejected at bid opening.

Project Name	Year	Amount Authorized	Approved Budget for the Contract (ABC)
1) Construction of Maritime Security and Law Enforcement Command Headquarters Administration Building Project	2019	4,279,769.90	42,193,302.91
	2020	18,953,509.71	
	2021	18,960,023.30	
2) Construction of Maritime Security and Law Enforcement Command Barracks Building Project	2019	4,458,094.17	43,951,357.28
	2020	19,750,373.79	
	2021	19,742,889.32	
3) Coast Guard Base Taguig Land Development Project	2019	13,592,233.01	127,284,320.39
	2020	56,846,601.94	
	2021	56,845,485.44	
TOTAL			P213,428,980.58

2. The Philippine Coast Guard now invites bids for the **Design and Build Projects for Coast Guard Base Taguig inclusive of Land Development, MARSLEC Headquarters (Admin) Building & MARSLEC Barracks Building**. Project completion is required within **One Thousand Ninety Five (1095) calendar days or equivalent to three (3) years** from the actual start date of the construction. Bidders should have completed a

contract similar to the Project(Contract/s involving design and build for land development and building construction at one time).The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

3. Bidding will be conducted through open competitive bidding procedures which will be conducted using a non-discretionary “pass/fail” criteria as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184), otherwise known as the “Government Procurement Reform Act”. All particulars relative to this bidding including Eligibility Checking, Bid Security, Evaluation, and Post-Qualification Procedures and Award of Contract shall be governed by R.A. 9184 and its Revised IRR. Bidding is restricted to Filipino citizens, sole proprietorships, Cooperatives, partnerships or organizations with at least seventy-five (75%) interest or outstanding capital stock belonging to the citizens of the Philippines.
4. Interested bidders may obtain further information from **Coast Guard Procurement Service** and inspect the Bidding Documents at the address given below from **8:00 AM – 5:00 PM**.
5. A complete set of Bidding Documents may be purchased by interested Bidders on **14 October 2019 to 11 November 2019** from the address below and upon payment of a non-refundable fee for the Bidding Documents in the amount of **Fifty Thousand Pesos Only (P50,000.00)**.

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

6. The Philippine Coast Guard will hold a Pre-Bid Conference on **21 October 2019, 9:00 A.M** at NHPCG Conference Room, 139 25TH St Port Area Manila 1018, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before **11 November 2019, 09:00 A.M**. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.

Bid opening shall be on **11 November 2019, 09:00 A.M** at NHPCG Conference Room, 139 25TH St Port Area Manila 1018. Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below. Late bids shall not be accepted.

8. The Bids and Awards Committee (BAC) shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is “DRAW LOTS,” in the event that two or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated Responsive Bid (LCRB) to determine the final LCRB, based on the following procedures:
 - a. In alphabetical order, the bidders shall pick one rolled paper.

- b. The lucky bidder who would pick the paper with a “CONGRATULATIONS” remark shall be declared as the final bidder having the LCRB and recommended for award of the contract.
9. The Philippine Coast Guard reserves the right to waive any formality in the responses to the eligibility requirements and to this invitation. The Philippine Coast Guard further reserves the right to accept or reject any Bid, to annul the bidding process, and to reject all Bids at any time prior to contract award, and makes no assurance that contract shall be entered into as a result of this invitation, without thereby incurring any liability to the affected Bidder/s.
10. For further information, please refer to:

CDR SENCIO A CO JR PCG

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COMMO DARYL G VARGAS PCG
BAC Chairman for Infrastructure



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SECTION II. INSTRUCTION TO BIDDERS



REPUBLIC OF THE PHILIPPINES PHILIPPINE COAST GUARD

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INSTRUCTION TO BIDDERS

Section 1. **GENERAL**

1. Scope of Bid

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

2. Source of Funds

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

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

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

practices among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;

(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract funded by the Funding Source.

3.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

3.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 34.

4. Conflict of Interest

- 4.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:
- (a) A Bidder has controlling shareholders in common with another Bidder;
 - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
 - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;
 - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
 - (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
 - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or
 - (g) A Bidder who lends, or temporarily seconds, its personnel to firms or Organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
 - (b) If the Bidder is a partnership, to all its officers and members;
 - (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
 - (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and

- (e) If the Bidder is a Joint Venture (JV), the provisions of items (a),(b),(c) or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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

Section 1. **Eligible Bidders**

- 5.1. Unless otherwise indicated in the BDS, the following persons shall be eligible to participate in this Bidding:
 - (a) Duly licensed Filipino citizens/sole proprietorships;
 - (f) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;
 - (g) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (h) Cooperatives duly organized under the laws of the Philippines.
 - (i) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino ownership or interest is less than seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.
- 5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the BDS.
- 5.3. Government owned or controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. (a) The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty

percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index. However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.

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

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

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

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

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

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

Section 1. **Bidder's Responsibilities**

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX. Bidding Forms as required in ITB.
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under ITB Clause 10.4.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

(f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

Section 1. Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;

(h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

(i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;

(j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:

(i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

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

Section 1. Comply with occupational safety and health standards and to correct deficiencies, if any.

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

Section 1. Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

(k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative;

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

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

7. Origin of Goods and Services

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

8. Subcontracts

- 8.1. Unless otherwise specified in the BDS, the Bidder may subcontract portions of the Works to an extent as may be approved by the Procuring Entity and stated in the BDS. However, subcontracting of any portions shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Works shall be disallowed.

- 8.3. The Bidder may identify the subcontractor to whom a portion of the Works will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

Section 1. Pre-Bid Conference

- 9.1. (a) If so specified in the BDS, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

Section 1. The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids, but not earlier than seven (7) calendar days from the posting of the Invitation to Bid/Bidding Documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

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

Section 1. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification(s) on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as

an amendment.

- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 23.

C. Preparation of Bids

Section 1. Language of Bids

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

12. Documents Comprising the Bid: Eligibility and Technical Components

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

(a) **Eligibility Documents**

Class "A" Documents

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR. For procurement to be performed overseas, it shall be subject to the Guidelines issued by the GPPB;
- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause.

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

The two statements required shall indicate for each contract the

following:

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

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

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

Class "B" Documents

- (v) If applicable, Joint Venture Agreement (JVA) in accordance with RA 4566.
- (b) Technical Documents –
- (i.1) Bid security in accordance with ITB Clause. If the Bidder opts to submit the bid security in the form of:
 - (i.2) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

- (i.3) asuretybondaccompaniedbyacertificationcomingfrom the Insurance Commission that the surety or insurance company is authorized to issue such instruments.
- (ii) Project Requirements, which shall include the following:
 - (ii.1) Organizational chart for the contract to be bid;
 - (ii.2) List of contractor's personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data. These personnel must meet the required minimum years of experience set in the **BDS**; and
 - (ii.3) List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, which must meet the minimum requirements for the contract set in the **BDS**; and
- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms.
- (iv) Four sets of Complete for Construction Drawings (FCD) in A3 Form of all the structures described in the ITB including but not limited to the following:
 - (iv.1) Architectural Design Drawings
 - (iv.2) Structural Design Drawings.
 - (iv.3) Mechanical, Electrical, Sanitary, Plumbing, Water Supply and Fire Alarm and Suppression System with detailed drawings, including design criteria in conformance to local and national building laws, codes, and ordinances.
 - (iv.4) Site Development Plan.
 - (iv.5) Gantt Chart, Bar Chart, Cash Flow and S-Curve.
 - (iv.6) Manpower and Equipment Utilization Schedules
 - (iv.7) Safety Program

13. Documents Comprising the Bid: Financial Component

13.1. The financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with ITB Clauses 15.1 and 15.3; and

- (b) Any other document related to the financial component of the bids stated in the

BDS.

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

14. Alternative Bids

- 14.1. Alternative bids shall be rejected. For this purpose, an alternative bid is an offer made by a Bidder in addition to or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2. Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the BDS, alternative bids shall not be accepted.
- 14.3. Each Bidder shall submit only one bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative

penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

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

16. Bid Currencies

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

17. Bid Validity

- 17.1. Bids shall remain valid for the periods specified in the BDS which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in ITB Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

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

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	
© Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Five percent (5%)

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

- 18.2. The bid security should be valid for the periods specified in the BDS. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or lapse of the elementary period without having filed a request for

reconsideration or protest. Without prejudice on its forfeiture, Bid Security shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in ITB Clause 18.2.

18.4. Upon signing and execution of the contract, pursuant to ITB Clause 31, and the posting of the performance security, pursuant to ITB Clause 32, the successful Bidder's Bid Security will be discharged, but in no case later than the Bid Security validity period as indicated in ITB Clause 18.2.

18.5. The bid security may be forfeited:

Section 1. if a Bidder:

- (iv) Withdraws its bid during the period of bid validity specified in ITB Clause 17;
- (v) does not accept the correction of errors pursuant to ITB Clause 27.3. (b);

Section 1. has a finding against the veracity of the required documents submitted in accordance with ITB Clause 28.2;

Section 1. submission of eligibility requirements containing false information or falsified documents;

(v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;

(vi) allowing the use of one's name or using the name of another for purposes of public bidding;

(vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;

(viii) refusal or failure to post the required performance security within the prescribed time;

(ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

(x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;

(xi) failure of the potential joint venture partner to enter into the joint venture after the bid is declared successful; or

(xii) all other acts that end to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

Section 1. if the successful Bidder:

Section 1. fails to sign the contract in accordance with ITB Clause 31;

Section 1. fails to furnish performance security in accordance with ITB Clause 32.

19. Format and Signing of Bids

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

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12, in one sealed envelope marked "ORIGINAL – TECHNICAL COMPONENT," and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT," sealing them all in an outer envelope marked "ORIGINAL BID."
- 20.2. Each copy of the first and second envelopes shall be similarly sealed and duly marking the inner envelopes as "COPY NO. _____ - TECHNICAL

COMPONENT” and “COPY NO. _____ –
FINANCIAL COMPONENT” and the outer envelope as “COPY NO.,” respectively.
These envelopes containing the original and the copies shall then be enclosed in one single envelope.

- 20.3. The original and the number of copies of the bids as indicated in the BDS shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with ITB Clause 21;
 - (d) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and
 - (e) bear a warning “DONOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with ITB Clause 21.
- 20.5. Bids in envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the BDS. In case the deadline for submission of bids fall on a non-working day duly declared by the president, governor or mayor or the government official authorized to make such declaration, the deadline shall be the next working day.

22. Late Bids

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

23. Modification and Withdrawal of Bids

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

and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with ITB Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to ITB Clause 18.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

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

evaluation and comparison.

- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in ITB Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR.:

Section 1. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;

b) Mayor's/Business permit issued by the local government where the principal place of business of the Bidder is located; and

c) Audited Financial Statements showing, among others, the prospective Bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.

- 24.7 Each partner of a joint venture agreement shall likewise submit the document required in ITB Clause 12.1(a)(i). Submission of documents required under ITB Clauses 12.1.(a)(i)(ii) to 12.1(a)(iv) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a Withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.9 The Bidders or their duly authorized representative's may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the Bid Opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.10. To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

D. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 26.
- 25.2. Any effort by a Bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

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

27. Detailed Evaluation and Comparison of Bids

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

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

Section 1. The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

- (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

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

Section 1. Completeness of the bid. Unless the BDS allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

Section 1. Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

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

discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the BDS.

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

28. Post Qualification

- 28.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12, and 13.
- 28.2. Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
- 28.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 28.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to ITB Clause 30.3.
- 28.5. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid, with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation of contract award.

- 28.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the Bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

29. Reservation Clause

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

Section 1. 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;

- (d) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (e) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:

Section 1. If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;

- (v) If the project is no longer necessary as determined by the HoPE;
and
- (vi) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

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

Section 1. No bids are received;

Section 1. All prospective Bidders are declared ineligible;

© All bids fail to comply with all the bid requirements, fail post-qualification; or

(d) The Bidder with the LCRB refuses, without justifiable cause, to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

E. Award of Contract

30. Contract Award

30.1. Subject to ITB Clause 28, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.

30.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

(a) Submission of valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a pre-condition to the Award, within ten (10) calendar days from receipt of the Notice of Award;

(b) Posting of the performance security in accordance with ITB Clause 32;

(c) © Signing of the contract as provided in ITB Clause 31;
and

(d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31. Signing of the Contract

31.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

31.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.

31.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

31.4. The following documents shall form part of the contract:

Section 1. Contract Agreement;

Section 1. Bidding Documents;

© 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;

Section 1. Performance Security;

Section 1. Notice of Award of Contract; and

Section 1. Other contract documents that may be required by existing laws and/or specified in the BDS.

32. Performance Security

32.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

32.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Ten percent (10%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(a) Surety bond callable upon demand issued by a surety	Thirty percent (30%)

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

33. Notice to Proceed

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

34. Protest Mechanism

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

Section III.Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is the Philippine Coast Guard.
1.2	<p>The name of the Contract is:</p> <p>Design and Build Projects for Coast Guard Base Taguig inclusive of Land Development, MARSLEC Headquarters (Admin) Building & MARSLEC Barracks Building</p> <p>The identification number of the Contract is: Invitation to Bid No. 2019-10-079</p>
2	<p>The Funding Source is:</p> <p>Capital Outlay 2019 in the amount of Two Hundred Nineteen Million Eight Hundred Thirty One Thousand Eight Hundred Fifty Pesos (₱219,831,850.00)</p> <p>Project Name: Design and Build Projects for Coast Guard Base Taguig inclusive of Land Development, MARSLEC Headquarters (Admin) Building & MARSLEC Barracks Building</p> <p>Total Approved Budget for the Contract: Two Hundred Thirteen Million Four Hundred Twenty Eight Thousand Nine Hundred Eighty Pesos and 58/100 (₱213,428,980.58)</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5.4(a)	<p>The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty (50%) of the ABC.</p> <p>For this purpose, definition of similar contracts shall include contracts involving “Design and Build for Land Development and General Building Projects”.</p> <p>The similar and completed project could either be any of the following:</p> <ul style="list-style-type: none"> a) One project which reflects both Design and Build for Land Development and General Building Projects. Entire project should have at least 50% of the ABC. b) Separate projects of a Design and Build for Land Development and a Design and Build for General Building Project. Each project shall have at least 50% of the ABC.
8.1	Upon award of the design and build contract, the winning bidder shall be responsible for the preparation and submission of all necessary detailed engineering designs.

8.2	Not applicable										
9.1	The Procuring Entity will hold a pre-bid conference for this Project on 21 October 2019, 09:00 A.M at Philippine Coast Guard Conference Room, 2F Admin Building, 139 25 th St Port Area Manila 1018.										
10.1	<p>The Procuring Entity's address is:</p> <p>ADM ELSON E HERMOGINO PCG Commandant, Philippine Coast Guard Headquarters Philippine Coast Guard 139 25th St Port Area, Manila 1018</p>										
12.1	<p>The bidder must submit their requirements in an arranged order (with table of contents and corresponding page numbers or tabbing).</p> <table border="1"> <thead> <tr> <th colspan="2">Eligibility Documents</th></tr> <tr> <th colspan="2">Class "A" Documents</th></tr> </thead> <tbody> <tr> <td>A</td><td>Certificate of PhilGEPS Registration & Platinum Membership, in case the Eligibility Document(s) is(are) expired, kindly attached the valid and updated document(s).</td></tr> <tr> <td>B</td><td>Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any. The statement shall state for each contract whether said contract is: Ongoing or Awarded but not yet started</td></tr> <tr> <td>C</td><td> <p>Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid. The value of prospective bidder's Single Largest Contract, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer indices, must be at least Fifty Percent (50%) of the ABC or the amount of One Hundred Six Million Seven Hundred Fourteen Thousand Four Hundred Ninety Pesos and 29/100 (₱106,714,490.29).</p> <p>For this purpose, definition of similar contracts shall include contracts involving "Design and Build for Land Development and General Building Projects".</p> <p>The similar and completed project could either be any of the following:</p> <p>c) One project which reflects both Design and Build for Land Development and General Building Projects. Entire project should have at least 50% of the ABC.</p> <p>d) Separate projects of a Design and Build for Land Development and a Design and Build for General Building</p> </td></tr> </tbody> </table>	Eligibility Documents		Class "A" Documents		A	Certificate of PhilGEPS Registration & Platinum Membership, in case the Eligibility Document(s) is(are) expired, kindly attached the valid and updated document(s).	B	Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any. The statement shall state for each contract whether said contract is: Ongoing or Awarded but not yet started	C	<p>Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid. The value of prospective bidder's Single Largest Contract, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer indices, must be at least Fifty Percent (50%) of the ABC or the amount of One Hundred Six Million Seven Hundred Fourteen Thousand Four Hundred Ninety Pesos and 29/100 (₱106,714,490.29).</p> <p>For this purpose, definition of similar contracts shall include contracts involving "Design and Build for Land Development and General Building Projects".</p> <p>The similar and completed project could either be any of the following:</p> <p>c) One project which reflects both Design and Build for Land Development and General Building Projects. Entire project should have at least 50% of the ABC.</p> <p>d) Separate projects of a Design and Build for Land Development and a Design and Build for General Building</p>
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		Project. Each project shall have at least 50% of the ABC.		
		Note: Statement shall be supported by: 1. The Notice to Proceed issued by the End-user for government project or the actual contract for private project; and 2. Certificates of Completion and End-User's Acceptance or Constructors Performance Evaluation System (CPES) Final Rating which must be at least satisfactory for government project or Certificate of Completion (COC) for private project		
	D	A valid Philippine Contractors Accreditation Board (PCAB) license with the following particulars:		
		Classification	License Category	Size Range
		Principal: General Engineering Others: General Building	A	Medium B
	E	Duly signed computation of Net Financial Contracting Capacity (NFCC) based on the attached latest Audited Financial Statements submitted to the BIR		
	Class "B" Documents			
	F	Valid joint venture agreement (JVA), if applicable. Put N/A in the required TAB if not applicable. JV bidders shall submit a JVA in accordance with R.A.4566 and its IRR. Each partner of the joint venture shall submit their respective PCAB license, and PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the revised IRR, RA 9184.		
		For joint venture bidders, a Joint License issued by the PCAB pursuant to Section 38 of RA4566, and not just the PCAB license and registration individually issued to each joint venture partner must be submitted. Failure of the joint venture bidder to submit a Joint License shall be a ground for its disqualification despite the submission of the individual licenses of each joint venture partner.		
		Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts that the firm contracted and designed a similar project and Audited Financial Statements		
	Technical Documents			
G	Bid Security in accordance with Para 18.1 of the ITB			
H	Bidding Requirements which shall include the following:			

		<p>1. One organizational chart clearly indicating the composition of the Design Team and Construction Team. The following are the minimum manning requirements:</p> <p>1.1 Design Personnel</p> <ul style="list-style-type: none"> a) Design Architect b) Structural Engineer c) Professional Electrical Engineer d) Mechanical Engineer e) Sanitary Engineer f) Geotechnical Engineer g) Geodetic Engineer h) Electronics and Communication Engineer <p>1.2 Construction Personnel</p> <ul style="list-style-type: none"> a) Project Manager (Licensed Engineer/Architect) b) Project Engineer (Licensed Civil Engineer) c) Electrical Engineer (PEE/REE) d) Mechanical Engineer e) Sanitary Engineer/Master Plumber f) Materials Engineer II certified / licensed by DPWH g) Geodetic Engineer h) Safety Officer i) Foreman <p>2. List of names of Designers and Construction Personnel listed above to be assigned to the contract to be bid, affidavits of commitments by key personnel, complete qualifications and experience data as shown in their respective Curriculum Vitae, and copies of their PRC licenses.</p> <p>3. Manpower Schedule</p> <p>4. List of contractor's equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case maybe.</p> <p>5. Equipment Utilization Schedule</p> <p>6. Construction Schedule and S-Curve</p> <p>7. PERT/CPM</p> <p>8. Certification by supplier or manufacturer that the following items are available for supply and installation:</p> <ul style="list-style-type: none"> a) Waste Water Treatment and Recycling System made of high density poly ethylene seamless structure that is leak proof, chemical resistant, corrosion free, with bio filter media, actual effective volume of at least 15,000 liters for
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		<p>MARSLEC Headquarters Building and 15,000 liters for MARSLEC Barracks Building. Product brochure with complete details shall be attached.</p> <p>b) Rain Water Harvesting System complete with polyethylene tank at least 5,500 liters capacity, first flush diverter at least 50 liters capacity, external aluminum ladder, air vent, and lifting lugs. Detailed drawing and dimensions of cyclone filter, first flush diverter and tank shall be attached. Product brochure with complete details shall be attached.</p> <p>c) Cistern Tank made of high density poly ethylene seamless structure that is leak proof, chemical resistant, corrosion free, with bio filter media, actual effective volume of at least 7,000 liters for MARSEC Headquarters Building and 15,000 liters for MARSEC Barracks Building. Product brochure with complete details shall be attached.</p> <p>Note: Such certificates should be present during bid opening. And actual items must be available for inspection with the supplier or manufacturer during post qualification.</p> <p>9. Design and Construction Methods</p> <p>10. Proposed Construction Safety and Health Program of the contractor.</p> <p>11. ISO 9001:2015 – Quality Management Systems certificate. Said certification should be current and valid at the time of bid opening. In the case of a Joint Venture, the venturing partners must individually be certified of the said ISO standard.</p> <p>12. Certification, under oath, certifying that they have no pending case(s) against the Government.</p>
	I	<p>For the Design Scheme:</p> <p>Additional Documents under the first envelope (Technical Proposal) shall consist of but not limited to the following preliminary detailed drawings printed in A3 form:</p> <p>MARSLEC Headquarters (Admin) Building</p> <ol style="list-style-type: none"> 1. Site Development Plan 2. Exterior Perspective View 3. Floor Plans (e.g. Ground floor, 2nd floor, 3rd floor, etc) 4. Front Elevation 5. Rear Elevation 6. Right Elevation 7. Left Elevation

		8. Longitudinal Section 9. Cross Section MARSLEC Barracks Building 1. Site Development Plan 2. Exterior Perspective View 3. Floor Plans (e.g. Ground floor, 2 nd floor, 3 rd floor, etc) 4. Front Elevation 5. Rear Elevation 6. Right Elevation 7. Left Elevation 8. Longitudinal Section 9. Cross Section Coast Guard Base Taguig Land Development 1. Site Development Plan 2. Perspective View (Bird's Eye View)
	J	Omnibus Sworn Statement

12.1(b) (ii.3)

The minimum work experience requirements for key personnel are the following:

Key Personnel		Total Years Of Experience	Minimum Number Of Projects In Similar Positions	Qualifications
Key Personnel for Design Stage				
1	Design Architect	10	10	Experience in Design of both horizontal and vertical construction, and institutional facilities and shall preferably be knowledgeable in the application of rapid construction technologies.
2	Structural Engineer	5	10	Experience in Structural Design of vertical and horizontal construction and shall preferably knowledgeable in the application of rapid construction technologies.
3	Electrical Engineer	10	5	Experience in Design of building lighting and power distribution of buildings preferably knowledgeable in developments in emergent efficient lighting technologies and energy management; similar and comparable lighting, power distribution, communication systems (specifically structured and local area network cabling, PABX), building management systems; installation of electrical fixtures and air conditioning units; audio-visual and tri-media systems; standby generators; elevator systems, among others.
4	Mechanical Engineer	5	5	Experience in Design of similar and comparable projects in the design and installation of HVAC and fire protection systems of buildings and institutional facilities; and preferably knowledgeable in emergent, alternative energy-efficient HVAC technologies.
5	Sanitary Engineer	5	5	Experience in Design of building water supply and distribution, plumbing, and preferably knowledgeable in waste water management/treatment, and emergent, alternative effluent collection and treatment systems.
6	Geotechnical Engineer	10	5	Experience in the conduct of geotechnical evaluation, preferably with a degree in Geotechnical Engineering or equivalent.
7	Geodetic Engineer	5	5	Experience in the conduct of geodetic surveys, such as highway alignments, property boundaries, utilities, control and other surveys to match the ground elevation-dependent grids, and must be license Geodetic Engineer.
Key Personnel for Construction Stage				
8	Project Manager	10	10	Licensed architect or engineer with relevant experience on similar and comparable projects in different locations; with proven record of managerial capability through the directing/managing of major civil engineering works, including projects of a similar magnitude.
9	Project Engineer/ Architect	5	5	Experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.
10	Materials Engineer	5	5	Experience in the construction of similar and comparable projects and must be an accredited Materials Engineer II by DPWH.
11	Electrical Engineer	10	5	Experience in building lighting and power distribution of buildings preferably knowledgeable in developments in

					emergent efficient lighting technologies and energy management; similar and comparable lighting, power distribution, communication systems (specifically structured and local area network cabling, PABX), building management systems; installation of electrical fixtures and air conditioning units; audio-visual and tri-media systems; standby generators; elevator systems, among others.									
	12	Mechanical Engineer	5	5	Experience in the construction of similar and comparable projects in the design and installation of HVAC and fire protection systems of buildings and institutional facilities; and preferably knowledgeable in emergent, alternative energy-efficient HVAC technologies.									
	13	Sanitary Engineer/ Master Plumber	5	5	Experience in the construction of similar and comparable projects in the installation of building water supply and distribution, plumbing, waste water management/treatment, and emergent, alternative effluent collection and treatment systems; fixtures for T&B.									
	14	Geodetic Engineer	5	5	Experience in the conduct of geodetic surveys, such as highway alignments, property boundaries, utilities, control and other surveys to match the ground elevation-dependent grids, and must be license Geodetic Engineer.									
	15	Foreman	5	5	Experience in the construction of similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.									
	16	Safety and Health Officer	5	5	Experienced and qualified officer responsible in monitoring and controlling of health and safety compliance and related rules and regulations in his/her organization.									
12.1(b)(iii.3)	<p>The minimum major equipment requirements are the following:</p> <table><tr><td>Plant/Equipment</td></tr><tr><td>Backhoe</td></tr><tr><td>Wheel Loader</td></tr><tr><td>Vibratory Single Smooth Drum Roller</td></tr><tr><td>Water Truck</td></tr><tr><td>Plate Compactor</td></tr><tr><td>Concrete Vibrator</td></tr><tr><td>Dump Truck</td></tr><tr><td>Concrete Mixer</td></tr></table>					Plant/Equipment	Backhoe	Wheel Loader	Vibratory Single Smooth Drum Roller	Water Truck	Plate Compactor	Concrete Vibrator	Dump Truck	Concrete Mixer
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Backhoe														
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13.1(b)	<p>The second envelope (Financial Proposal) shall contain all the required documents for infrastructure project under Section 25.3 of the IRR of RA9184 and the following additional requirements:</p> <p>(i) Lump sum bid prices, which shall include the detailed engineering</p>													

	<p>cost, in the prescribed Bid Form which includes but not limited to the following:</p> <ol style="list-style-type: none"> 1. Site Development Plan 2. Detailed Architectural Plans, Elevations and Sections 3. Detailed Architectural Interior Designs and Finish Plans 4. Detailed Building Space Planning and concrete pavement 5. Detailed Furnishing Plans as followed by the budget which indicate casework and base building equipment that shall be Contractor Furnished/Contractor Installed (CFCI) 6. Detailed Site Building and concrete pavement 7. Engineering Designs and Plans <ul style="list-style-type: none"> <input type="checkbox"/> Structural <input type="checkbox"/> Plumbing and Sanitary <input type="checkbox"/> Fire Protection and FDAS <input type="checkbox"/> Electrical and Electrical Auxiliaries <input type="checkbox"/> Provision for Air Conditioning <input type="checkbox"/> Plumbing and Sanitary 8. Detailed Estimates, Bill of Quantities <p>(ii) Bill of Quantities using the prescribed form.</p> <p>(iii) Detailed estimate including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid consisting of but not limited to the following:</p> <ol style="list-style-type: none"> 1. General Requirements <ul style="list-style-type: none"> <input type="checkbox"/> CARI (Contractor's All Risk Insurance) <input type="checkbox"/> Project Billboard 2. Temporary Facilities for the Engineer and staff 3. Staking and Layout 4. Earth Works 5. Structural Works 6. Architectural Works and Finishes 7. Plumbing & Sanitary Works and Finishes 8. Electrical Works and Finishes 9. Electrical Auxiliary Works and Finishes 10. Mechanical Works and Finishes 11. Architectural Interior Works 12. Engineered Mechanical Building utilities and Ventilation systems 13. Quality Assurance <p>(iv) Cash flow and payment schedule.</p>				
13.2	<p>The total ABC is Two Hundred Thirteen Million Four Hundred Twenty Eight Thousand Nine Hundred Eighty Pesos and 58/100 (₱213,428,980.58) with the following breakdown:</p> <table border="1"> <thead> <tr> <th>Project Name</th><th>Approved Budget for the Contract (ABC)</th></tr> </thead> <tbody> <tr> <td>1) Construction of Maritime Security and Law</td><td>42,193,302.91</td></tr> </tbody> </table>	Project Name	Approved Budget for the Contract (ABC)	1) Construction of Maritime Security and Law	42,193,302.91
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1) Construction of Maritime Security and Law	42,193,302.91				

	<table> <tr> <td>Enforcement Command Headquarters Administration Building Project</td><td></td></tr> <tr> <td>2) Construction of Maritime Security and Law Enforcement Command Barracks Building Project</td><td>43,951,357.28</td></tr> <tr> <td>3) Coast Guard Base Taguig Land Development Project</td><td>127,284,320.39</td></tr> <tr> <td>TOTAL</td><td>₱ 213,428,980.58</td></tr> </table> <p>Any bid with a financial component exceeding the ABC in any of the projects shall not be accepted.</p>	Enforcement Command Headquarters Administration Building Project		2) Construction of Maritime Security and Law Enforcement Command Barracks Building Project	43,951,357.28	3) Coast Guard Base Taguig Land Development Project	127,284,320.39	TOTAL	₱ 213,428,980.58
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2) Construction of Maritime Security and Law Enforcement Command Barracks Building Project	43,951,357.28								
3) Coast Guard Base Taguig Land Development Project	127,284,320.39								
TOTAL	₱ 213,428,980.58								
14.1	Alternative bid shall be considered but Bidder/Contractors will submit one (1) bid only, either follow the concept or submit an alternative design and construction approach and methodology.								
15.4	Bid Prices shall be fixed. Adjustable price proposal shall be treated as nonresponsive and shall be rejected. Price escalation may be allowed under extraordinary circumstances as may be determined by the National Economic and Development Authority (NEDA) in accordance with the Civil Code of the Philippines, and upon recommendation of the Procuring Entity.								
16.2	The bid prices shall be quoted in Philippine Pesos.								
16.3	No further instructions.								
17.1	Bids will be valid until One Hundred Twenty (120) calendar days after bid opening.								
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than Php4,268,579.61, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of not less than Php10,671,449.02, if bid security is in Surety Bond. 								
18.2	The bid security shall be valid until One Hundred Twenty (120) calendar days after bid opening.								
20.3	Each Bidder shall submit one (1) original and six (6) copies of the first and second components of its bid.								
21	<p>The address for submission of bids is:</p> <p style="text-align: center;">Philippine Coast Guard NHPCG Procurement Office 139 25th Street, Port Area, Manila</p> <p>The deadline for submission of bids is on 11 November 2019, 9:00 A.M.</p>								
24.1	<p>The place of bid opening is:</p> <p style="text-align: center;">Philippine Coast Guard NHPCG Conference Room 2F Admin Building 139 25th Street, Port Area, Manila</p> <p>The date and time of bid opening is on 11 November 2019, 9:00 A.M.</p>								

24.2	<p>In accordance with Annex G IRR/R.A. No. 9184, only the Financial Proposals (Second Envelope) of Eligible Bidder/ Contractors will be opened after the detailed evaluation of the Technical Proposal (First Envelope).</p> <p>Eligible Bidder/Contractors will be officially notified on the date of the opening of the second envelope at a later date.</p>
24.3	No further instructions.
27.3	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
27.4	No further instructions.
28.2	<p>Within five (5) calendar days from receipt by the bidder of the Verbal or Written Notice from the Bids and Awards Committee that the bidder has the Lowest/Single Calculated Bid, the bidder shall:</p> <ol style="list-style-type: none"> 1. Submit two (2) folders consisting of the following documentary requirements to the BAC Secretariat through the Post Qualification Inspection Team on the scheduled day of PQ inspection: <ol style="list-style-type: none"> a. Latest Income Tax Returns; b. Certified true copies of; <ol style="list-style-type: none"> (i) SEC Certificate/DTI Registration or its equivalent; (ii) Mayor's / Business Permit; (iii) Tax Clearance (iv) PCAB License 2. Prepare for inspection the following supporting documents: <ol style="list-style-type: none"> a. List of all on-going private and government contracts awarded (started or not yet started) with CORRESPONDING copy of either a Purchase Order or Notice of Award or Contract or Notice to Proceed. b. Original or authenticated copy of the submitted attachments during the opening of bids: <ol style="list-style-type: none"> (i) Owner's Certificate of Final Acceptance; or (ii) Certificate of Completion and whenever applicable, the Constructors Performance Evaluation Summary (CPES) Final Rating, which must be satisfactory. (iii) Qualifications, Licenses, Service Records or Work Experience of key personnel as indicated in their curriculum vitae. <p>Note: Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.</p>

31.4(f)	Construction Safety and Health program to be submitted to the Bids and Awards Committee before the issuance of Notice to Proceed
32.2	<p>The Performance Security shall be in the following forms and amount, pursuant to D.O. No. 51, series of 2014:</p> <ol style="list-style-type: none"> 1. 10% of Total Contract Price, if Performance Security is in the form of Cash, Cashier's/Manager's Check, Bank Draft/Guarantee or Irrevocable Letter of Credit, issued by a Universal or Commercial Bank; "OR" 2. 30% of Total Contract Price, if Performance Security is in the form of 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>NOTE: Performance Securities shall be subject for verification/confirmation as to the validity and authenticity with the regional or main office of the issuing bank or insurance company, pursuant to D.O. No. 15, series of 2011. A letter of confirmation from the concerned bank or insurance company shall be issued.</p>

Section IV. General Conditions of Contract

1. Definitions

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

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

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

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

2. Interpretation

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

3. Governing Language and Law

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

3.2 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4. Communications

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

5. Possession of Site

5.1 On the date specified in the **SCC**, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

5.2 If possession of a portion is not given by the date stated in the **SCC** Clause 5.1, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay shall be in accordance with **GCC** Clause 47.

5.3 The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.

5.4 The Contractor shall allow the Procuring Entity's Representative and any person authorized by the Procuring Entity's Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.

6. The Contractor's Obligations

6.1 The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.

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

7. Performance Security

- 7.1 Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Contractor shall furnish the performance security in any of the forms prescribed in **ITB Clause Error! Reference source not found.**

7.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.

7.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

7.4 The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
- b) The Contractor has no pending claims for labor and materials filed against it; and
- c) Other terms specified in the **SCC**.

7.5 The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause **Error! Reference source not found.** to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.

7.6 In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

7.7 Unless otherwise indicated in the **SCC**, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

8. Subcontracting

8.1 Unless otherwise indicated in the **SCC**, the Contractor cannot subcontract Works more than the percentage specified in **BDS** Clause.

8.2 Subcontracting of any portion of the Works does not relieve the Contractor of any liability or obligation under this Contract. The Contractor will be responsible for the acts, defaults, and negligence of any subcontractor, its

agents, servants or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants or workmen.

8.3 If subcontracting is allowed. The contractor may identify its subcontractor during contract implementation stage. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by any Procuring Entity to be eligible, the subcontracting of such portion of the Works shall be disallowed.

9. Liquidated Damages

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

9.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

10. Site Investigation Reports

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

11. The Procuring Entity, Licenses and Permits

The Procuring Entity shall be responsible in applying and securing permits, licenses or approvals, which are required for the Works.

12. Contractor's Risk and Warranty Security

12.1 The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his

personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.

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

- d) Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.
- e) Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.

12.5 The warranty against Structural Defects/Failures, except those occasioned-on force majeure, shall cover the period specified in the **SCC** reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.

12.6 The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

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

12.7 The warranty security shall be stated in Philippine Pesos and shall remain effective for one year from the date of issuance of the Certificate of Final

Acceptance by the Procuring Entity and returned only after the lapse of said one-year period.

- 12.8 In case of structural defects/failure occurring during the applicable warranty period provided in **GCC** Clause 12.5, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

13. Liability of the Contractor

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

14. Procuring Entity's Risk

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

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

15. Insurance

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

- a) Contractor's All Risk Insurance;
- b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;

- c) Personal injury or death of Contractor's employees; and
- d) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.

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

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

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

15.4 If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.

15.5 In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under **GCC** Clause 40 until the Contractor complies with this Clause.

15.6 The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:

- a) The issuer of the insurance policy to be replaced has:
 - (i) become bankrupt;

- (ii) been placed under receivership or under a management committee;
- (iii) been sued for suspension of payment; or
- (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
- (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

16. Termination for Default of Contractor

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

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

16.2 All materials on the Site, Plant, Works, including Equipment purchased and funded under the Contract shall be deemed to be the property of the

Procuring Entity if this Contract is rescinded because of the Contractor's default.

17. Termination for Default of Procuring Entity

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

- a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of this Contract; or
- b) The prosecution of the Work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

18. Termination for Other Causes

18.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate this Contract for the convenience of the Procuring Entity if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.

18.2 The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.

18.3 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) The Contractor stops work for twenty-eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;
- b) The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty-eight (28) days;
- c) The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;

- d) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty-four (84) days from the date of the Procuring Entity's Representative's certificate;
- e) The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative;
- f) The Contractor does not maintain a Security, which is required;
- g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **GCC** Clause 9; and
- h) In case it is determined prima facie by the Procuring Entity that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following:
 - (i) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1(a), unless otherwise specified in the SCC;
 - (ii) drawing up or using forged documents;
 - (iii) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (iv) any other act analogous to the foregoing.

18.4 The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.

18.5 When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under **GCC** Clause 18.2, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.

18.6 If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

19. Procedures for Termination of Contracts

19.1 The following provisions shall govern the procedures for the termination of this Contract:

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

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

- c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract;
- d) The Procuring Entity may, at any time before receipt of the Contractor's verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and

- f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

19.2 Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

- a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed (“NTP”);
- b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
 - (i) Employment of competent technical personnel, competent engineers and/or work supervisors;
 - (ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - (iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - (iv) Deployment of committed equipment, facilities, support staff and manpower; and
 - (v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
- c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.

- d) Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System ("CPES") rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance:
 - (i) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
 - (ii) Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.
- e) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

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

20. Force Majeure, Release From Performance

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

- b) the cost of his suspension and demobilization;
- c) any sum to which the Procuring Entity is entitled.

20.5 The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

21. Resolution of Disputes

21.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

21.2 If the Contractor believes that a decision taken by the Procuring Entity's Representative was either outside the authority given to the Procuring Entity's Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the **SCC** within fourteen (14) days of the notification of the Procuring Entity's Representative's decision.

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

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

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

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

23. Procuring Entity's Representative's Decisions

23.1 Except where otherwise specifically stated, the Procuring Entity's Representative will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

23.2 The Procuring Entity's Representative may delegate any of his duties and responsibilities to other people, except to the Arbiter, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

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

24.1 All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity's Representative before its use.

24.2 The Contractor shall be responsible for design of Temporary Works.

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

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

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

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

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

26. Extension of the Intended Completion Date

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

26.2 The Procuring Entity's Representative shall decide whether and by how much to extend the Intended Completion Date within twenty-one (21) days of the Contractor asking the Procuring Entity's Representative for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing

with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Right to Vary

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

27.2 Variations shall be valued as follows:

- a) At a lump sum price agreed between the parties;
- b) where appropriate, at rates in this Contract;
- c) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
- d) at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the HoPE.

28. Contractor's Right to Claim

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

29. Dayworks

29.1 Subject to **GCC** Clause 43 on Variation Order, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

29.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity's Representative. Each completed form shall be verified and signed by the Procuring Entity's Representative within two days of the work being done.

29.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. Early Warning

30.1 The Contractor shall warn the Procuring Entity's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity's Representative may require the Contractor to provide an estimate of the expected effect of the

future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

- 30.2 The Contractor shall cooperate with the Procuring Entity's Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity's Representative.

31. Program of Work

- 31.1 Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 31.2 An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 31.3 The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.
- 31.4 The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.
- 31.5 When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 31.6 All Variations shall be included in updated Program of Work produced by the Contractor.

32. Management Conferences

- 32.1 Either the Procuring Entity's Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.

32.2 The Procuring Entity's Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Procuring Entity's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

33. Bill of Quantities

33.1 The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.

33.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

33.3 If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.

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

34. Instructions, Inspections and Audits

34.1 The Procuring Entity's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.

34.2 If the Procuring Entity's Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.

34.3 The Contractor shall permit the Funding Source named in the **SCC** to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

35. Identifying Defects

The Procuring Entity's Representative shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not

affect the Contractor's responsibilities. The Procuring Entity's Representative may instruct the Contractor to search uncover defects and test any work that the Procuring Entity's Representative considers below standards and defective.

36. Cost of Repairs

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

37. Correction of Defects

37.1 The Procuring Entity's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is One (1) year from project completion up to final acceptance by the Procuring Entity's Representative.

37.2 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity's Representative's notice.

37.3 The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.

37.4 The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

38. Uncorrected Defects

38.1 The Procuring Entity shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.

38.2 The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

39. Advance Payment

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

- 39.2 The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.
- 39.3 The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.
- 39.4 The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
- 39.5 The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in **SCC** Clause 39.1.

40. Progress Payments

- 40.1 The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.
- 40.2 The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
- a) Cumulative value of the work previously certified and paid for.
 - b) Portion of the advance payment to be recouped for the month.
 - c) Retention money in accordance with the condition of contract.
 - d) Amount to cover third party liabilities.
 - e) Amount to cover uncorrected discovered defects in the works.
- 40.3 Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty-eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.
- 40.4 The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.

40.5 Items of the Works for which a price of "0" (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

41. Payment Certificates

41.1 The Contractor shall submit to the Procuring Entity's Representative monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

41.2 The Procuring Entity's Representative shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

41.3 The value of Work executed shall:

- a) be determined by the Procuring Entity's Representative;
- b) comprise the value of the quantities of the items in the Bill of Quantities completed; and
- c) include the valuations of approved variations.

41.4 The Procuring Entity's Representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

42. Retention

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

42.2 Progress payments are subject to retention of ten percent (10%), referred to as the "retention money." Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.

42.3 The total "retention money" shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety

bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third-party liabilities.

- 42.4 On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee in a form acceptable to the Procuring Entity.

43. Variation Orders

- 43.1 Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the “as staked plans” or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.
- 43.2 A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.
- 43.3 An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.
- 43.4 Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however,* That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).

43.5 In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:

- a) If the Procuring Entity's representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the HoPE for approval.
- b) The HoPE or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.
- c) The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.
- d) The HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.
- e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Procuring Entity concerned shall not exceed thirty (30) calendar days.

44. Contract Completion

Once the project reaches an accomplishment of ninety-five (95%) of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining Works, Work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved

remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

45. Suspension of Work

45.1 The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.

45.2 The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:

- a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
- b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
- c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
- d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
- e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.

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

46. Payment on Termination

- 46.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 46.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 46.3 The net balance due shall be paid or repaid within twenty-eight (28) days from the notice of termination.
- 46.4 If the Contractor has terminated the Contract under **GCC** Clauses 0 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

47. Extension of Contract Time

- 47.1 Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.
- 47.2 No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 47.3 Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.

47.4 No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.

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

48. Price Adjustment

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

49. Completion

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

50. Taking Over

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

51. Operating and Maintenance Manuals

51.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **SCC**.

51.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **SCC**, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative shall withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.17	The Intended Completion Date for the Design Development Phase is One Hundred Twenty (120) calendar days from receipt of Notice to Proceed (NTP); and Nine Hundred Seventy Five (975) calendar days for the Construction Phase upon receipt by the Contractor of the Approved Detailed Design.
1.22	The Procuring Entity is the Philippine Coast Guard.
1.23	<p>The Procuring Entity's Representative is:</p> <p>CDR LAUREL PAUL N MARIANO JR PCG Commander, CGIDS CGBF, Farola Compound, Muelle Dela Industria, Binondo, Manila Philippine Coast Guard</p>
1.24	The Site is located at Coast Guard Base Taguig, 56 Manuel L. Quezon Street, Lower Bicutan, Taguig City
1.28	The Start Date for the Design Development is upon receipt of the Notice to Proceed (NTP). The Start date for Construction is upon receipt by the Contractor of the approved detailed design drawings.
1.31	<p>The Contract consists of the following:</p> <p>1. PRE-DETAILED DESIGN</p> <p>i. Engineering Surveys and Investigations Surveys and investigations of the site includes boundaries of the property, elevations and contours (at 5.0 m interval), location, dimension, floor elevations and other pertinent data on existing buildings and improvements (roads, parking areas, mature trees) and existing utility lines (e.g. water, power, telephone, drainage, sewer, etc.).</p> <p>ii. Design Development Drawings Preparation of the following drawings for design development:</p> <p>a. Vicinity Map and Location Plan b. Exterior Perspective/s c. Site Development Plan d. Architectural Floor Plans e. Two (2) Sections and Four(4) Elevations, including complete space allocations and</p>

	<p>dimensions</p> <p>f. Schedule of Finishes</p> <p>g. Other required</p> <p>2. DETAILED DESIGN</p> <p>Preparation of the following Detailed Design Drawings based on the Design Development Drawings including any revisions and refinements as approved and required by the Philippine Coast Guard:</p> <ul style="list-style-type: none"> i. General Notes and Technical Specifications describing type and quality of materials and equipment to be used, manner of construction and the general conditions under which the project is to be constructed. ii. Detailed Bill of Quantities, Cost Estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals. iii. Scope/Summary of Works <p>3. CONSTRUCTION</p> <p>As a rule, contract implementation guidelines for procurement of infrastructure projects shall comply with Annex "E" of IRR-A, RA 9184. The following provisions shall supplement these procedures:</p> <p>No works shall commence unless the Designer-Contractor has submitted the prescribed detailed design drawings as required by Philippine Coast Guard. Work execution shall be in accordance with reviewed and approved documents.</p> <p>The contractor shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents as maybe required by the Philippine Coast Guard.</p> <p>The contractor shall submit a detailed program of works within ten (10) calendar days after the issuance of the Notice to Proceed for approval by the procuring entity that shall include, among others:</p> <ul style="list-style-type: none"> (a) The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction; (b) Periods for review of specific outputs and any other submissions and approvals;
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	<ul style="list-style-type: none"> (c) Sequence of timing for inspections and tests; (d) General description of the design and construction methods to be adopted; (e) Number and names of personnel to be assigned for each stage of the work; (f) List of equipment required on site for each stage of the work; and (g) Description of the quality control system to be utilized for the project. <p>Any errors, omissions, inconsistencies, inadequacies or failure submitted by the contractor that do not comply with the requirements shall be rectified, resubmitted and reviewed at the contractor's cost. If the contractor wishes to modify any design or document which has been previously submitted, reviewed and approved, the designer-contractor shall notify procuring entity within a reasonable period of time and shall shoulder the cost of such changes</p> <p>As a rule, changes in Design and Build requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders.</p> <ul style="list-style-type: none"> (a) Change Orders resulting from design errors, omissions or non-conformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the Philippine Coast Guard (b) Provided that the contractor suffers delay and/or incurs costs due to changes or errors in Philippine Coast Guard's performance specifications and parameters, the contractor shall be entitled to the following: <p>An extension of time for any such delays under Section 10 of Annex "E" of IRR-A (RA 9184).</p> <p>The contract documents shall include the manner and the schedule of payment specifying the estimated contract amount and installments in which the contract will be paid. The contractor shall be entitled to advance payment subject to the provision of Section 4 of Annex "E", IRR-A (RA 9184).</p> <p>The procuring entity shall define the quality control procedures for the Design and Build project in accordance with the guidelines and shall issue the proper certificates of acceptance for sections of the works or whole of the works as provided for in the contract documents.</p> <p>The contractor shall provide all necessary equipment, personnel, instruments, documents and others to carry out specified tests.</p> <p>This Design and Build project shall have a minimum Defects</p>
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	<p>Liability Period of one (1) year after contract completion or as provided for in the contract documents. This is without prejudice to the liabilities imposed upon the Engineer/Architect who drew up the plans and specifications for buildings sanctioned under Section 1723 of the New Civil Code of the Philippines.</p> <p>The contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty period.</p>									
2.2	No further instructions.									
5.1	During the Construction Phase, the Procuring Entity shall give possession of all parts of the Site to the Contractor one (1) month prior to the submittal of the approved detailed design drawings.									
6.1	<p>The Contractor shall have the following Minimum Plant/Equipment Requirements for the Project:</p> <table><tr><td>Plant/Equipment</td></tr><tr><td>Backhoe</td></tr><tr><td>Wheel Loader</td></tr><tr><td>Vibratory Single Smooth Drum Roller</td></tr><tr><td>Water Truck</td></tr><tr><td>Plate Compactor</td></tr><tr><td>Concrete Vibrator</td></tr><tr><td>Dump Truck</td></tr><tr><td>Concrete Mixer</td></tr></table> <p>The bidder shall state in their bids a complete technical description of their pledge equipment, whether owned or leased, such as but not limited to the engine number, year model, chassis number, plate number and capacity including the particular place or site where the equipment are located.</p> <p>Attached is the sample form (List of Equipment Pledge to the Contract) in Section IX-Bidding Forms, to be filled up by the bidders during the preparation of bids per D.O. Nos. 58 & 09, Series of 2012.</p> <p>The proof of ownership of equipment requirements are copies of Official Receipt (OR) and Certificate of Registration (CR) of the equipment which should be attached together with the notarized affidavit of ownership. In case of Leased Equipment, a Lease Contract or Affidavit of Commitment should be submitted with the lessor/owner as the pledger of the equipment, stating therein that the equipment will be available for the whole duration of the project.</p> <p>All documents in support of the ownership of equipment pledged (CR-Certificate of Registration and OR-Official Receipt, if applicable) and other documents photocopied from the original shall be legibly readable and will be authenticated as needed</p>	Plant/Equipment	Backhoe	Wheel Loader	Vibratory Single Smooth Drum Roller	Water Truck	Plate Compactor	Concrete Vibrator	Dump Truck	Concrete Mixer
Plant/Equipment										
Backhoe										
Wheel Loader										
Vibratory Single Smooth Drum Roller										
Water Truck										
Plate Compactor										
Concrete Vibrator										
Dump Truck										
Concrete Mixer										

	during the post-qualification process.																																				
6.5	<p>The Contractor shall employ the following Key Personnel:</p> <table><tr><th>Manpower Requirements</th><th>No. of Personnel</th><th>Total Experience in Years of the Proposed Position (years)</th><th>Same Position in Similar Works (years)</th></tr><tr><td>Project Manager</td><td>1</td><td>10</td><td>10</td></tr><tr><td>Project Engineer/Architect</td><td>1</td><td>5</td><td>5</td></tr><tr><td>Materials Engineer II</td><td>1</td><td>5</td><td>5</td></tr><tr><td>Electrical Engineer</td><td>1</td><td>10</td><td>10</td></tr><tr><td>Mechanical Engineer</td><td>1</td><td>5</td><td>5</td></tr><tr><td>Sanitary Engineer/ Master Plumber</td><td>1</td><td>5</td><td>5</td></tr><tr><td>Safety & Health Officer</td><td>1</td><td>5</td><td>5</td></tr><tr><td>General Foreman</td><td>1</td><td>5</td><td>5</td></tr></table> <p>The key personnel should meet the following number of years' work experience.</p> <p>The experience means total years of civil works experience (of any nature in construction and engineering consultancy services)</p> <p>Except for Materials & Quality Control Engineer, "Same Position in Similar Works" covers overall work experience for the designated position in Concrete Paving, Installation of Road Safety Devices and Pavement Markings.</p> <p>That key personnel can be pulled out/substituted from an on-going project under the conditions set in D.O. No. 09, s. 2012, Technical Requirements for Civil Works Projects for Public Bidding, which states, among others:</p> <p>If a proposed Key Technical Personnel is an employee of the bidder and working on another project at the same time of the bidding, the bidder shall submit a certification that (1) the personnel will be pulled-out from the on-going project once the bidder is awarded the contract, and (2) he/she will be replaced with another person with equal or better qualifications, as certified by the Head</p>	Manpower Requirements	No. of Personnel	Total Experience in Years of the Proposed Position (years)	Same Position in Similar Works (years)	Project Manager	1	10	10	Project Engineer/Architect	1	5	5	Materials Engineer II	1	5	5	Electrical Engineer	1	10	10	Mechanical Engineer	1	5	5	Sanitary Engineer/ Master Plumber	1	5	5	Safety & Health Officer	1	5	5	General Foreman	1	5	5
Manpower Requirements	No. of Personnel	Total Experience in Years of the Proposed Position (years)	Same Position in Similar Works (years)																																		
Project Manager	1	10	10																																		
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Sanitary Engineer/ Master Plumber	1	5	5																																		
Safety & Health Officer	1	5	5																																		
General Foreman	1	5	5																																		

	<p>of the Implementing Office.</p> <p>The bidder may propose a Key Technical Personnel who is not its employee provided that the said personnel is required to submit a certification that he/she will work for the bidder if it is awarded the contract under bidding.</p> <p>These Certifications shall be included in the first envelope of the sealed bid.</p>
7.4(c)	No further instructions.
7.7	No further instructions.
8.1	No further instruction
9.1	<p>The applicable liquidated damages is at least one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent (10%) of the amount of the contract, the Procuring Entity shall rescind the contract, without prejudice to other course of action and remedies open to it.</p>
10	The site investigation is optional and not a requirement.
12.3	No further instructions.
13	"All partners to the joint venture shall be jointly and severely liable to the Procuring Entity."
18.3(h)(i)	No further instructions.
21.2	The Arbiter is: Construction Industry Commission, Makati City, Philippines
29.1	No dayworks are applicable to the contract.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten (10) calendar days upon delivery of the Notice of Award.
31.3	<u>The period between Progress Report updates is weekly. The amount to be withheld for late submission of an updated Progress Report is 10% of the progress billing.</u>
39.1	No mobilization fees and advance payment shall be made to the winning bidder/contractor.
40.1	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
51.1	<p>The construction logbook, operating and maintenance manuals shall be submitted as part of the requirements during inspection and acceptance.</p> <p><u>The Contractor is required to submit three (3) sets of "as built" drawings in 20" x 30" size and electronic copy in pdf file format thirty (30) days from project completion.</u></p>
51.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is one percent (1%) of the contract price.

Section VI. Scope of Work

Design and Build Projects for Coast Guard Base Taguig Inclusive of Land Development, Maritime Security and Law Enforcement (MARSLEC) Headquarters (Admin) Building, & MARSLEC Barracks Building

PART I

GENERAL PROJECT INFORMATION

1.0 PROJECT DESCRIPTION

1.1 Project Title : **Design and Build Projects for Coast Guard Base Taguig Inclusive of Land Development, Maritime Security and Law Enforcement (MARSLEC) Headquarters (Admin) Building, and MARSLEC Barracks Building.**

1.2 General Description :

The Philippine Coast Guard intends to develop the 9.34 hectares Coast Guard Base Taguig located at New Lower Bicutan, Taguig City. The Base currently houses the training facilities, where recruits were being trained and groomed to perform PCG mandate. This land development project aims to strengthen this agency in conducting maritime security operations, safeguarding life and property at sea, and protecting marine environment and resources.

Alongside with this planned land development, the Maritime Security and Law Enforcement Headquarters (Admin) and Barracks Building shall also be constructed. The three (3) storey Headquarters Building shall have a ground area of 336 square meters of concrete structure with roof deck. And the two (2) storey Barracks Building shall have a ground area of 504 square meters of concrete structure with roof deck.

The Philippine Coast Guard requires the services of a construction company for the design and construction of Coast Guard Base Taguig Projects for Land Development, Maritime Security and Law Enforcement (MARSLEC) Headquarters (Admin) Building, and MARSLEC Barracks Building.. The project location is within the compound of Coast Guard Base Taguig, at 56 M.L. Quezon Street, New Lower Bicutan, Taguig City.

The site shall be developed to accommodate standard requirements for a multi-occupancy structures as prescribed by the National Building Code and other generally accepted design standards with an appropriate parking space and other amenities inclusive of the following:

1.2.1 Land Development:

- 1.2.1.1 The proposed project which shall be designed and constructed to meet the current and future structures and development, shall be in accordance with all applicable codes, regulating authorities, and established guidelines relative to land improvement and no blue sky concept and others as prescribed in this Terms of Reference;
- 1.2.1.2 Four (4) sentries and two (2) guard houses.

1.2.2 Headquarters Building

- 1.2.2.1 One (1) Unit 3-Storey Building with Concrete Roof Deck;
- 1.2.2.2 Interior and Exterior Finishes of the 3-Storey Building;
- 1.2.2.3 Site/Land Development of the 3-Storey Building;
- 1.2.2.4 Geotechnical Investigation (Soil Testing and Analysis for the Building), Slope Stability Analysis if there should be any;
- 1.2.2.5 **Cistern Tanks** (at least 7,000 liters), **Overhead Water Tanks** (as appropriate), **Septic and Sewage Treatment System** (as appropriate), **Waste Water Treatment and Recycling System** (at least 15,000 liters), **Rain Water Harvesting System** (at least 5,500 liters);
- 1.2.2.6 Utilities such as electric, water and communication system;
- 1.2.2.7 Flagpole mounted on Concrete Pavement;
- 1.2.2.8 Appropriate Generator Set with Shed and integration of solar power system;
- 1.2.2.9 Landscape and Greeneries, Parking Space

1.2.3 Barracks Building

- 1.2.3.1 One (1) Unit 2-Storey Building with Concrete Roof Deck;
- 1.2.3.2 Interior and Exterior Finishes of the 2-Storey Building;
- 1.2.3.3 Site/Land Development of the 2-Storey Building;
- 1.2.3.4 Geotechnical Investigation (Soil Testing and Analysis for the Building), Slope Stability Analysis if there should be any;
- 1.2.3.5 **Cistern Tanks** (at least 15,000 liters), **Overhead Water Tanks** (as appropriate), **Septic and Sewage Treatment System** (as appropriate), **Waste Water Treatment and Recycling System** (at least 15,000 liters), **Rain Water Harvesting System** (at least 5,500 liters);
- 1.2.3.6 Utilities such as electric, water and communication system;

- 1.2.3.7 Appropriate Generator Set With Shed and integration of solar power system;
- 1.2.3.8 Landscape and Greeneries, Parking Space

1.3 Project Components :

The project shall have the following basic components.

- 1.3.1 Completed Architectural and Engineering (A&E) Plans, specifications, and detailed designs and design references, analysis, and calculations for buildings, inclusive of: site and landscape development, access road and parking spaces, structures and facilities.

1.3.1.1 Land Development:

- 1.3.1.1.1 Complete, sustainable, and fully functional land improvement providing a green environment and landscapes, including perimeter security fence with guardhouses and sentry towers;

- 1.3.1.1.2 Road network and parking spaces, including curbs and sidewalks, **inclusive of appropriate street lighting system;**

- 1.3.1.1.3 Drainage/storm drain systems;

- 1.3.1.1.4 Water supply system with two (2) water depository units- **each with 40,000 liters overhead tank and 20,000 liters cistern tank;**

- 1.3.1.1.5 Complete medium voltage distribution system and power supply;

- 1.3.1.1.6 Utilities such as, communication systems, security and monitoring systems, Local Area Networks/Wide Area Networks;

- 1.3.1.1.7 Fire Protection System **with appropriate working wet fire hydrants located on each street crossings and ready to use;** and

- 1.3.1.1.8 Other facilities required as necessary.

1.3.1.2 Headquarters and Barracks Building:

- 1.3.1.2.1 Complete, sustainable, and fully functional structures and site development providing a

green environment and landscapes, resilient design in response to climate change;

1.3.1.2.2 Construction of new Headquarters and Barracks Buildings, Site and Landscape Development, Access Road and Parking Spaces and other associated Facilities.

1.3.1.2.3 Bidders should provide mechanical, electrical and plumbing systems sized for design loads at full occupancy. Ductwork, piping and electrical panels shall be provided.

1.3.1.2.4 Water Recycling System, Waste water treatment system and Rain water harvesting system;

1.3.1.2.5 Utilities such as, communication systems, security and monitoring systems, Local Area Networks/Wide Area Networks;

1.3.1.2.6 Fire Protection System; and

1.3.1.2.7 Other facilities required as necessary.

1.3.2 All plans, designs and specifications shall be subject for review and approval of Philippine Coast Guard through the Design and Build Committee (DBC) / Technical Working Group (TWG) on the established design concept, construction time, cost requirements, quality and other relevant parameters.

1.3.3 The design development and contract documentation phases of the design shall continue after the bid is awarded, which shall be subject for review and approval of Coast Guard Infrastructure Development Service (CGIDS).

1.3.4 Other than the A & E professional design fees, incidental expenses that are also to the account of the winning bidder, shall include: geodetic survey of the allocated lot, geotechnical and soil bearing tests, and other required geologic and geomorphologic tests, including also other design and construction requirements.

1.3.5 All applicable permits/licensing and documentary requirements shall be observed and expenses to be incurred shall be to the account of the winning bidder.

2.0 BACKGROUND

The Philippine Coast Guard aspirations of developing its capabilities, by establishing a fully functional and modern facility responsive to the needs of coast guard personnel, and proportionate to the implementation of its mandate as a uniformed armed service, hence, the need for a design and build contractor to prepare detailed architectural and engineering plans and implement the project.

3.0 PROCUREMENT OVERVIEW

- 3.1 The procurement of this project will be conducted through open and competitive bidding in adherence to the policies stated in the implementing Rules and Regulations (IRR-A), Section 2 of Republic Act (RA) 9184.
- 3.2 Eligibility requirements shall be subject to Section 23 and Section 24, Rule VIII, RA 9184 and in compliance with the requirements enumerated under the Instruction to Bidders (ITB) and in the forms prescribed by the Government Procurement Policy Board (GPPB) for this type of procurement.
- 3.3 The determination of award to the winning bidder shall be subject to compliance with minimum qualification requirements for this contract and through a series of pre-determined evaluation processes and procedures as enumerated under this Terms of Reference (TOR) and in accordance with the provisions of RA 9184 and other pertinent laws, circulars and orders.
- 3.4 Philippine Coast Guard (PCG) shall accept the bid proposal determined to be the most advantageous to the Government and consider award of the contract on a best value for money basis.
- 3.5 PCG reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award without thereby incurring any liability to the affected party(ies).

4.0 PROCUREMENT MODE

- 4.1 The design and build method of procurement was adopted, endorsed and recommended pursuant to the guidelines stipulated in Annex “G” – Guidelines for the Procurement and Implementation of Contracts for Design and Build of Infrastructure Projects of the IRR of RA 9184.

5.0 PROCUREMENT OBJECTIVE

The objective of the project is to design and construct a complete, sustainable, and fully functional Land Development, Headquarters and Barracks Buildings providing a green environment and a resilient design in response to climate change, and landscapes as part of the Command’s facility development program.

- 5.1 To prepare complete Architectural and Engineering Plans and related studies/research that consider the following:
 - 5.1.1 Most favorable benefits to the procuring entity and the Coast Guard community, and for all stakeholders;
 - 5.1.2 Financial and economic viability balanced with social responsibility;
 - 5.1.3 Adaption of relevant laws, design standards and legal procedures;
 - 5.1.4 Construct a facility that can be readily occupied and operated after move-in.
- 5.2 To construct a facility that is consistent with the following principles:
 - 5.2.1 Sustainable buildings and development by using the rating system of a green environmental excellence and resilient design in response to climate change. Also, minimizing adverse impacts on the natural environment and occupied range settings.
 - 5.2.2 Site development and building designs that will be flexible and can accommodate changes in PCG Organization and composition, and technological change.
- 5.3 To implement a turnover procedure in accordance with Project Acceptance and Turnover.

6.0 GENERAL SCOPE OF WORK

- 6.1 To attain the above objectives, the Proponent shall render the following:
 - 6.1.1 Provide and guarantee the highest quality and best practice in the Construction and Detailed Architectural and Engineering Plan of the Project.
 - 6.1.2 Provide a design that strictly adheres to the site and space planning which are governed by the standards, rules and regulations on the design and level of maritime safety as prescribed by the Philippine Coast Guard and other concerned agencies. Building design shall conform to the provisions of the National Building Code of the Philippines (PD1096) and its Revised IRR, Accessibility Law (BP344), National Structural Code of the Philippines, Philippine Electrical Code (RA7920), Philippine Mechanical Engineering Code (RA5336), Uniform

Plumbing Code Of the Philippines (RA1378,1993-1994Revisions), Fire Code of the Philippines (RA9514), Philippine Green Building Code, Principles of Gender and Development, and other laws and regulations covering environmental concerns and local ordinances and regulations., and the highest standard of Philippine Coast Guard safety requirements.

- 6.1.3 Undertake the design of the architectural, structural/civil, electrical, mechanical, sanitary/plumbing, IT infrastructure, access road including curbs, sidewalks, and parking spaces, drainage systems, including landscapes and security fence should there be any, and the strict adherence to it during the implementation or construction phase.
- 6.1.4 Conduct topographic survey and geotechnical investigation, and other geological survey as required, of the Project before the design. All areas that need backfilling shall be implemented in accordance with the approved engineering plans. Provisions shall be made for protection of existing waterways should there be any.
- 6.1.5 Provide the necessary design calculations, technical specifications and bill of materials for the Project. Technical specifications shall include descriptions of work items, material requirements, construction requirements and methods, methods of measurements, and basis of payments, sampling, testing and inspection requirements, material requirements and delivery schedules, which shall be all included in the specifications on applicable work items.
- 6.1.6 Provide quantity calculations, cost estimates and unit price analysis (UPA) of the Project. The final draft of the cost estimates and the UPA shall not be linked to any other excel sheets aside from the sheet wherein it is encoded.
- 6.1.7 Provide the construction plans and drawings for, but not limited to, the following:
 - 6.1.7.1 Vicinity Map, Site Development and Locations Plans;
 - 6.1.7.2 Topographic Plans;
 - 6.1.7.3 Soil Investigation;
 - 6.1.7.4 Geotechnical and Geological Investigation
 - 6.1.7.5 Slope stability analysis and Protection of Waterways
 - 6.1.7.6 Plans and details for the following:
 - 6.1.7.6.1 Architectural
 - 6.1.7.6.2 Civil/Structural
 - 6.1.7.6.3 Electrical System
 - 6.1.7.6.4 Mechanical System

- 6.1.7.6.5 Sanitary/Plumbing System
- 6.1.7.6.6 IT Infrastructure and Communication System
- 6.1.7.6.7 Access Roads and Drainage system
- 6.1.7.6.8 Landscape and Parking spaces

- 6.1.8 Provide the manpower and equipment utilization program, construction schedule and S- Curve of the Project.
- 6.1.9 Provide on-call services during the design and construction stages of the Project at no cost to the Philippine Coast Guard.
- 6.1.10 Provide technical assistance in the modification of the design that may arise during the implementation of the Project at no cost to Philippine Coast Guard.
- 6.1.11 Provide all other drawings and reports that may be required by Philippine Coast Guard in relation to the design and construction of the Project.

All measurement for payment shall be referred to in the bill of quantities and the shall be verified based on the projected accomplishments provided in the construction schedules, thus all other works not specified here in shall be deemed incidental for payment and have been considered by the contractor in his unit cost estimate.

6.2 Design Phase

6.2.1 Pre-detailed Design

- 6.2.1.1 Geodetic and geological Survey, Soil Foundation Investigation - Surveys and investigations of the site include boundaries of the property, elevations and contours, soil tests as necessary, location, dimension, and other pertinent data on existing roads and existing utility lines (e.g. water, power, telephone, drainage).
- 6.2.1.2 Design Development Drawings - Preparation of drawings for design development:
 - 6.2.1.2.1 Vicinity Map and Location Plan
 - 6.2.1.2.2 Perspective
 - 6.2.1.2.3 Site Development Plan
 - 6.2.1.2.4 Architectural and Engineering Design Development Plans, Elevations and Sections

- 6.2.1.2.5 Furnishing Development Plans – indicate casework and base building equipment, including contractor furnished / contractor installed (CFCI) equipment, if there's any.

6.2.2 Detailed Design

- 6.2.2.1 Preparation of the following Detailed Design Drawings based on the Design Development Drawings including any revisions and refinements as approved and required by Philippine Coast Guard:

- 6.2.2.1.1 Detailed Architectural and Engineering Design and Plans of Land Development, Headquarters and Barracks Buildings.

- a) Including energy saving glass doors and windows, thermal and moisture protection.
 - b) Including Exterior and Interior Landscape architecture design and plans.

- 6.2.2.1.2 Detailed Site and Building Engineering Design and Plans

- a) Structural/Civil
 - b) Sanitary and Plumbing
 - c) Electrical and Electrical Auxiliaries
 - d) Mechanical Ventilation and Air-Conditioning Systems
 - e) Public Address System
 - f) Fire Protection, Detection and Alarm System
 - g) CCTV, Cable TV and LAN/WAN Systems
 - h) All others that PCG may require.

- 6.2.2.1.3 Engineering Computations such as Civil/Structural, Electrical, Mechanical, Plumbing and Sanitary, and Electronics Engineering Design Analysis and Computations.

- 6.2.2.1.4 General Notes and Technical Specifications describing the type and quality of materials and equipment to be used, manner of construction and the general conditions under which the project is to be constructed.

- 6.2.2.1.5 Detailed Bill of Quantities, Cost Estimates including a summary sheet indicating the

unit prices of construction materials, labor rates and equipment rentals.

6.2.2.1.6 Scope/Summary of Works. Identify fully-fitted offices, amenity spaces, and support space included in the scope of works.

6.2.2.1.7 Proposed design and construction schedule.

6.2.2.1.8 Occupational Health and Safety Program for the Construction Phase.

6.3 Construction Phase

As a rule, contract implementation guidelines for procurement of infrastructure projects shall comply with Annex “E” of IRR-A, RA9184, and guidelines for the implementation of contracts for DESIGN AND BUILD, infrastructure projects shall comply with Annex “G” of IRR, RA 9184. The following provisions shall supplement these procedures:

6.3.1 The contractor shall commence works upon approval of the prescribed detailed design drawings as required by Philippine Coast Guard. Work execution shall be in accordance with reviewed and approved documents.

6.3.2 The contractor shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances, which may affect the works and shall prepare and submit all necessary documents specified by the Philippine Coast Guard to meet all regulatory approvals as specified in the contract documents.

6.3.3 The contractor shall submit a detailed program of works within ten (10) calendar days after the issuance of the Notice to Proceed for approval by the procuring entity that shall include, among others:

6.3.3.1 The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction;

6.3.3.2 Periods for review of specific outputs and any other submissions and approvals;

6.3.3.3 Sequence of timing for inspection and tests;

6.3.3.4 General description of the design and construction methods to be adopted;

6.3.3.5 Number of personnel to be assigned for each stage of the work;

- 6.3.3.6 List of equipment required on site for each stage of the work; and;
- 6.3.3.7 Description of the quality control system to be utilized for the project.
- 6.3.4 Any errors, omissions, inconsistencies, inadequacies or failure submitted by the contractor that do not comply with the requirements shall be rectified, resubmitted and reviewed at the contractor's cost. If the contractor wishes to modify any design or document which has been previously submitted, reviewed and approved, the Designer- Contractor shall notify the Philippine Coast Guard within a reasonable period of time and shall shoulder the cost of such changes.
- 6.3.5 As a rule, changes in Design and Build requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval.
- 6.3.6 Change Orders resulting from design errors, omissions or non-conformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to Philippine Coast Guard.
- 6.3.7 The contractor shall undertake/furnish all the necessary items, materials, tools, equipment, labor, plants, appliances, methods and all operations that may be needed and other incidentals for the satisfactory completion of the proposed Land Development, MARSLEC HEADQUARTERS (Admin) and Barracks BUILDINGS.
- 6.3.8 Provided that the contractor suffers delay and/or incurs costs due to changes or errors in the performance specifications and parameters, the contractor shall be entitled to either one of the following:
- An extension of time for any such delays under Section 10 of Annex "E" of IRR (RA 9184);.
- 6.3.8.1 The contract documents shall include the manner and schedule of payment specifying the estimated contract amount and installments in which the contract will be paid.

- 6.3.8.2 The contractor shall be entitled to advance payment subject to the provisions of Section 4 of Annex “E”, 2016 IRR-A (RA 9184).
- 6.3.8.3 The Philippine Coast Guard shall issue the proper certificates of acceptance for sections of the works or whole of the works as provided for in the contract documents.
- 6.3.8.4 The contractor shall provide all necessary equipment, personnel, instruments, documents and others to carry out specified tests.
- 6.3.8.5 This Design and Build project shall have a minimum Defects Liability Period of one (1) year after contract completion or as provided for in the contract documents. This is without prejudice to the liabilities imposed upon the Engineer/Architect who drew up the plans and specifications for building sanctioned under Section 1723 of the New Civil Code of the Philippines.
- 6.3.8.6 The contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty period of 1 year as specified in Section 62.2.2 of the 2016 Revised IRR (RA 9184).
- 6.3.9 Construction Phase scope of works includes but not limited to the following:
 - 6.3.9.1 General Requirements
 - 6.3.9.1.1 Permit to Construct
 - 6.3.9.1.2 Permits (Building Permit, Electrical Permit, Sanitary Permit, Mechanical Permit, Zoning Permit, Fire Safety Permit, etc.)
 - 6.3.9.1.3 Project Billboard
 - 6.3.9.2 Temporary Facilities and Facilities for CGIDS
 - 6.3.9.3 Earthworks
 - 6.3.9.4 Structural/Civil Works
 - 6.3.9.5 Architectural and Furnishing Works
 - 6.3.9.6 Site and Landscape Architectural Works
 - 6.3.9.7 Sanitary/Plumbing Works
 - 6.3.9.8 Electrical Works and Electrical Auxiliaries Works
 - 6.3.9.9 Architectural Interior Design Works
 - 6.3.9.10 Engineered Mechanical Building Utilities and Ventilation and air-conditioning Systems
 - 6.3.9.11 Fire Alarm, Detection, and Protection system.

6.3.9.12 Public Address, CCTV and Cable Systems, and LAN Network.

6.3.9.13 Quality Assurance

7.0 BUILDING SUMMARY

7.1 MARSLEC HEADQUARTERS BUILDING

FLOOR	AREA (Sq M)	BASIC COMPONENT
Ground	336.0	6 units - Office, three of which are larger than the other three; 3 units - Comfort Rooms, one each for male, female and PWD. A space for information center near the main entrance Stairways, Front and Rear Entrances; Electrical Room; Utility Room and Armory; Dry wall partitions; and rest is lobby and hallway. Provide standard ramps at the front entrance of the building other than the main outdoor stair for both entrance and rear under a canopy. Provide plant box on the perimeter of the building. Finished floor to floor shall be 3.5 meters and finished floor to ceiling shall be 2.9 meters.
Second	336.0	Commander's Office, Deputy Commander's Office, Chief of Staff's Office, each with dedicated quarters and T&B rooms; Conference Room; Flag Office and Admin Area Combined; MCPO Office; Operations Office and situation room combined; 2 separate units -comfort rooms for male (2-Urinals, 2-Water Closets, & 2-Lavatories) and female (3-Water Closets and 3-Lavatories); Stairway; Dry wall partitions; and rest is lobby and hallway; front and rear balcony. Provide a concrete parapet wall, for the surrounding outdoor perimeter hallway of second floor with access to both front and rear balconies, at least 1 meter from the building wall. Provide egresses and ladders for emergency exit purposes. Finished floor to floor shall be 3.5 meters and finished floor to ceiling shall be 2.9 meters.
Third	336.0	Function/Multi-purpose/Class Room; Mess Hall; Common Pantry, Kitchen, Separate Male and Female Comfort Rooms for function and mess hall; Wardroom with dedicated Pantry and Comfort/Wash Room; MTI Office, Stairway; Dry wall partitions; and the rest is lobby; Front and rear balcony. Provide a concrete parapet wall, for the surrounding outdoor perimeter hallway of third floor with access to both front and rear balconies, at least 1 meter from the building wall. Provide egresses and ladders for emergency exit purposes. Finished floor to floor shall be 3.5 meters and finished floor to ceiling shall be 2.9 meters.
Roof Deck	486.0	Rain/Water tight concrete roof deck with at least 1.2 meters concrete parapet wall. Atop the stairway is enclose with rain/water tight concrete walls having two adjacent full size aluminum-framed double swing type glass doors as access and aluminum-framed sliding glass window and electrical room, also, provided with concrete roofing and trellis. Provide solar panels and overhead tank and pump.

7.2 MARSLEC BARRACKS BUILDING

FLOOR	AREA (Sq M)	BASIC COMPONENT
Ground	504	Classrooms; Social Hall/Mess Hall/Multipurpose Hall with dedicated Kitchen and Pantry; Foldable partitions shall be provided as necessary; Separate Male (2-Urinals, 2-Water Closets, 2-Lavatories) and Female (3-Water Closets, 3-Lavatories) Comfort Rooms; Officers' Wardroom with pantry and M & F Comfort room;; Electrical Room; Female Officer's Quarters with T & B (2 cubicles for shower, 2 cubicles for water closets, 2-Lavatories) and Laundry Area; Female MCPO/SCPO/CPO's Quarters with T & B (2 cubicles shower, 2 cubicles Water Closets, 2 Lavatories), Female EP's Quarters with T & B (3 cubicles for shower, 3 cubicles for water closets, 3-Lavatories) and Laundry Area; Utility room; Stairways, Front Entrance; Dry wall partitions ; and rest is lobby and corridor. Provide standard ramps at the front entrance of the building other than the main outdoor stair and lobby under a canopy. Provide concrete stair at the back as access to second floor, utilizing as storage area under the stair. Provide plant box on the perimeter of the building. Finished floor to floor shall be 3.5 meters and finished floor to ceiling shall be 2.9 meters.
Second	525	Male Senior Officer's Quarters with dedicated 2 - units Toilet and Bathrooms; Male Junior Officer's Quarters with T & B (2 cubicles shower, 2 cubicles Water Closets, 2 Lavatories) and wash area; Male MCPO/SCPO/CPO's Quarters with T & B (2 cubicles shower, 2 cubicles Water Closets, 2 Lavatories) and laundry area; Male EP's Quarters with T & B (3 cubicles shower, 3 cubicles Water Closets, 3 Lavatories) and laundry area; Stairways; Dry wall partitions; and rest is lobby and corridor; Entrances shall be at the back of the building through stairs on both ends of the building connected by an outdoor corridor; Another access shall be provided going to front entrances at the ground floor; Finished floor to floor shall be 3.5 meters and finished floor to ceiling shall be 2.9 meters.
Roof Deck	525	Rain/Water tight concrete roof deck with at least 1.2 meters concrete parapet wall. Atop the stairway is enclose with rain/water tight concrete walls with access glass doors; provide two units stockroom, and electrical room adjacent to stairways. Provide solar panels and overhead tank and pump.

8.0 APPROVED BUDGET AND PROJECT DURATION

8.1 The project shall have an Approved Multi-Year Contractual Authority (MYCA) Budget of:

8.1.1 ONE HUNDRED TWENTY SEVEN MILLION TWO HUNDRED EIGHTY FOUR THOUSAND THREE HUNDRED TWENTY

**PESOS AND FORTY CENTAVOS (Php 127,284,320.39) –
FOR LAND DEVELOPMENT**

8.1.2 FORTY TWO MILLION ONE HUNDRED NINETY THREE THOUSAND THREE HUNDRED TWO PESOS AND NINETY ONE CENTAVOS (P42,193,302.91) – FOR MARSLEC HEADQUARTERS (ADMIN) BUILDING.

8.1.3 FORTY THREE MILLION NINE HUNDRED FIFTY ONE THOUSAND THREE HUNDRED FIFTY SEVEN PESOS AND TWENTY EIGHT CENTAVOS (Php 43,951,357.28) – FOR MARSLEC BARRACKS BUILDING.

8.2 The approved period of design and construction is **One Thousand Ninety Five (1095) calendar days or equivalent to three (3) years**, and to commence upon receipt by the Contractor of the Notice to Proceed.

8.3 The annual budget plan shall be as follows:

8.3.1 For the First Calendar Year

• CGBT Land Development	-	13,592,233.01
• MARSLEC Headquarters Building	-	4,279,769.90
• MARSLEC Barracks Building	-	4,458,094.17

TOTAL	₱	22,330,097.08

8.3.2 For the Second Calendar Year

• CGBT Land Development	-	56,846,601.94
• MARSLEC Headquarters Building	-	18,953,509.71
• MARSLEC Barracks Building	-	19,750,373.79

TOTAL	₱	95,550,485.44

8.3.3 For the Third Calendar Year

• CGBT Land Development	-	56,845,485.44
• MARSLEC Headquarters Building	-	18,960,023.30
• MARSLEC Barracks Building	-	19,742,889.32

TOTAL	₱	95,548,398.06

GRAND TOTAL	₱	213,428,980.58
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End of Part I

PART II DETAILED PROJECT REFERENCE

1.0 ELIGIBILITY AND QUALIFICATION PROCESS

1.1 All submittals and attendances required for this bidding and enumerated in the Invitation to Bid must be strictly complied with, without exemption to the place, date and time unless otherwise modified with proper notification thru Bid Bulletin by PCG. The eligibility requirements and qualification process shall be in accordance with the provisions of Annex "G" of the IRR of RA 9184.

1.1.1 The eligibility requirements shall be in accordance with the provisions of Section 24.1 and Section 23.1 of the IRR of RA 9184 for the design phase and construction phase, respectively.

1.1.2 The eligibility criteria shall be in accordance with the Section 24.3 and Section 23.5.2 of the IRR of RA 9184 for the design phase and construction phase, respectively.

2.0 CONCEPTUAL DESIGNS

The proposed projects shall have two main phases: the design phase and the construction phase, and the proponent/bidder shall abide by these criteria and parameters for the Design of CGBT Land Development, MARSLEC Headquarters and Barracks Buildings.

2.1 Background for Program

The proponent/bidder shall consider in their proposal the following space requirements for the offices, related support spaces and shared amenities/facilities to be designed in the intended new land development and buildings:

2.1.1 Exterior Elements

The proponent/bidder shall consider in their proposal the following supplemental physical requirements:

2.1.1.1 Security

- 2.1.1.1.1 Gates and Locking Systems
- 2.1.1.1.2 CCTV Perimeter Security Systems
- 2.1.1.1.3 Unit Door Lock, Chain Lock, Door Eye, and Biometric Door Lock

2.1.1.2 Vehicular and Pedestrian Access System

- 2.1.1.2.1 Electronic Access System with Intercommunications System
- 2.1.1.2.2 Entrance and Exit Access (Stairs, ramps, and the like)
- 2.1.1.2.3 Parking Spaces

2.1.1.3 Universal Design Access Systems

- 2.1.1.3.1 Ramps
- 2.1.1.3.2 Clear accessible widths
- 2.1.1.3.3 Universal design for toilet rooms and locker rooms
- 2.1.1.3.4 Selection of signage and alarm systems that are accessible to persons who are visually and hearing impaired

2.1.2 Site Development Plan

- 1.1.1.1 Site components for the CGBT Land Development shall consists of; (a) complete, sustainable, and fully functional land improvement providing a green environment and landscapes, including perimeter security fence with guardhouses and sentry towers; (b) road network and parking spaces, (c) drainage and storm drain system; (d) water supply system; (e) complete medium voltage electrical distribution system, substation, and power supply; and (f) utilities such as, communication system, security and monitoring system, Local Area Networks/Wide Area Networks; (g) Fire Protection System, and other facilities required as necessary.
- 1.1.1.2 Site components for MARSLEC Headquarters and Barracks Buildings shall consist of buildings, driveways, ample parking, green areas and other landscape elements.
- 1.1.1.3 The proponent/bidder shall fit in the above mentioned services in the Site Development Plan taking into consideration the functional design requirements and relationships with the proposed development and other

services, should there be any, in the Coast Guard Base Taguig Master Plan.

1.1.1.4 Lot Occupancy, Building Shape and Orientation:

1.1.1.4.1 To allow for efficient traffic circulation between future buildings and to provide adequate ventilation, individual building footprint shall not cover more than 20% of its allocated lot (building to block ratio).

1.1.1.4.2 Minimum building setbacks shall be as specified in the National Building Code.

1.1.1.5 Circulation

1.1.1.5.1 Minimum number of entry points and total width shall follow the NBC and Fire Code provisions.

1.1.1.5.2 Detailed designs shall provide for pedestrian and vehicular traffic for the projected user population. Circulation shall also be provide.Circulation shall be provided in relation to the Coast Guard Base Taguig Master Plan, if there are any.

1.1.1.5.3 The circulation system shall identify emergency routes.

3.0 ARCHITECTURAL AND ENGINEERING DESIGN PARAMETERS

3.1 General Architectural & Engineering Design Parameters

3.1.1 Use of appropriate Land Development Design and Technology

3.1.1.1 The architectural land/site development shall be based on a sustainable fully functional green environment and landscapes;

3.1.1.2 The landscape component shall utilize easily propagating plants, grasses, trees or shrubs;

3.1.1.3 Addressing occupational hazards and environmental health concepts;

3.1.1.4 Addressing perimeter security of the area;

- 3.1.1.5 Addressing proper vehicular and pedestrian traffic management;
- 3.1.1.6 Drainage shall likewise be a consideration in this design concept, the expected amount of water shall be directed towards the existing creek;
- 3.1.1.7 Rain water collection facility shall also be considered in the design concept;
- 3.1.1.8 Providing an appropriate elevation of grade line consideration in this design concept to mitigate flooding in the whole facility/area;
- 3.1.1.9 Addressing the fresh/potable water requirement of the whole facility based on the existing and projected development of the area. Two (2) Water depository units – each with 40,000 liters overhead tank and 20,000 liters cistern tank, shall be integrated;
- 3.1.1.10 Providing an efficient medium voltage electrical system, a substation and powerhouse for emergency and stand-by power, and appropriate street lighting system;
 - 3.1.1.10.1.1 Quality of electrical power shall be consistent with power surges eliminated to protect equipment.
 - 3.1.1.10.1.2 Earthgrounding for the existing and future building shall be provided having a wired connection to grounding plates.
 - 3.1.1.10.1.3 Lightning Protection System of the whole facility.
- 3.1.1.11 Providing appropriate fire mitigating system by incorporating water depository unit, cistern tanks and fire hydrants complete with all the necessary requirement for fire protection system.
- 3.1.1.12 Information Technology and Local/Wide Area Network (IT/LAN/WAN) Infrastructure for existing structure and future infrastructure development.
- 3.1.1.13 Design considerations involving future solid waste management and environmental protection of the facility.

3.1.2 Use of appropriate Building Design and Technology

- 3.1.2.1 The architectural character of the buildings should appropriately project the image of Headquarters and Barracks with mixed occupancies under the National Building Code of the Philippines;
- 3.1.2.2 Building form shall be adapted to tropical climate conditions and the functional requirements of a headquarters and barracks;
- 3.1.2.3 Detailed design of interior spaces should accommodate the building program and equipment requirements;
- 3.1.2.4 Building systems shall adopt energy-efficient and user-friendly technologies. Day lighting shall be interfaced with energy-efficient electric lighting. Passive cooling and thermal comfort systems and monitoring of power consumption shall be incorporated;
- 3.1.2.5 Building envelope, materials and finishes shall be specified in accordance with green building principles. Use of renewable and recyclable materials should be maximize.
- 3.1.2.6 The landscape component shall utilize easily propagating plants, grasses, trees or shrubs;
- 3.1.2.7 Addressing occupational hazards and environmental health concepts;
- 3.1.2.8 Addressing perimeter security of the area;
- 3.1.2.9 Drainage shall likewise be a consideration in this design concept, the expected amount of water shall be directed towards the existing creek through a waste water treatment system/plant;
- 3.1.2.10 Rain water collection facility shall also be considered in the design concept;
- 3.1.2.11 Providing an appropriate elevation of grade line consideration in this design concept to mitigate flooding in the whole area;
- 3.1.2.12 Addressing the fresh/potable water requirement of the buildings based on the existing and projected development of the area. Water depository units shall be integrated;

3.1.2.13 Providing an efficient electrical system, a powerhouse for emergency and stand-by power, and appropriate perimeter lighting system;

3.1.2.13.1 Quality of electrical power shall be consistent with power surges eliminated to protect equipment.

3.1.2.13.2 Earthgrounding for the buildings shall be provided having a wired connection to grounding plates.

3.1.2.13.3 Lightning Protection System of the buildings.

3.1.2.13.4 Solar Power System shall be integrated to provide sufficient supply of electrical energy other than the normal and emergency power.

3.1.2.14 Providing appropriate fire mitigating system complete with all the necessary requirement for fire protection system.

3.1.2.15 Information Technology and Local/Wide Area Network (IT/LAN/WAN) Infrastructure for existing structure and future infrastructure development.

3.1.2.16 Design considerations involving future solid waste management and environmental protection of the facility.

3.1.2.16.1 All liquid waste and sewage shall be treated and free from harmful elements prior to their disposal to the waste disposal system.

3.1.2.16.2 All solid waste shall be sorted and recycled.

3.1.3 Compliance with Relevant Laws and Design Standards

3.1.3.1 PD 1096 or National Building Code of the Philippines and its Latest and Amended IRR

3.1.3.2 BP 344 or Accessibility Law and its Latest and Amended IRR

3.1.3.3 RA 9514 or Fire Code of the Philippines and its Latest and Amended IRR

- 3.1.3.4 National Structural Code of the Philippines (NSCP) 2010
- 3.1.3.5 National Plumbing Code of the Philippines (NPCP)
- 3.1.3.6 Sanitation Code of the Philippines
- 3.1.3.7 Mechanical Engineering Code of the Philippines
- 3.1.3.8 Philippine Electrical Code
- 3.1.3.9 National Electrical Code
- 3.1.3.10 Principles of Gender and Development

- 3.1.3.11 Underwriter's Laboratory (UL) Standards
- 3.1.3.12 National Electrical Manufacturers Association (NEMA) Standards
- 3.1.3.13 Bureau of Product Standards (BPS)
- 3.1.3.14 Philippine National Standards (PNS)
- 3.1.3.15 American Concrete Institute (ACI)
- 3.1.3.16 American Society for Testing Materials (ASTM)
- 3.1.3.17 American Welding Society (AWS)
- 3.1.3.18 American National Standards Institute (ANSI)

End of Part II

PART III

DETAILED ARCHITECTURAL AND ENGINEERING DESIGNS

1.0 DETAILED ARCHITECTURAL AND ENGINEERING DESIGN PLANS AND SPECIFICATIONS

1.1 The Contractor shall prepare and submit a complete set of detailed architectural drawings/plans and specifications of the facility, including Landscape Architecture.

1.2 The Contractor shall prepare and submit a complete set of detailed engineering drawings/plans and specifications for the below cited engineering discipline of the facility.

1.2.1 Structural/Civil Designs

1.2.2 Sanitary/Plumbing Designs

1.2.3 Electrical Designs

1.2.4 Mechanical Designs

1.2.5 IT Infrastructure Designs

1.2.6 Water Supply System Engineering Designs

1.2.7 Slope and Waterways Protection System Designs

1.3 Minimum Qualifications Required:

1.3.1 The contractor shall provide adequate and qualified staff to perform the services required herein. The key professionals and the respective qualifications of the DESIGN PERSONNEL shall be as follows:

1.3.1.1 The individual or the designated principal of the firm must be a PRC Licensed Architect having a minimum of ten (10) years experienced and solid background in Architecture and Engineering Design and Enhancement of land development facility.

1.3.1.2 The Designer(s) shall be an architect, an architectural firm of two or more associated individuals or a partnership with expertise in land development and facilities belonging to mixed occupancies under the National Building Code of the Philippines and latest amendments. Minimum experience shall be ten (10) years, which include projects with mixed occupancies in ports and maritime facilities or military bases and

facilities, including the application of sustainable, fully functional green environment and landscapes.

- 1.3.1.3 **STRUCTURAL/CIVIL ENGINEER** - The Structural/Civil Engineer must be a PRC Licensed Structural/Civil Engineer with at least five (5) years of experience in horizontal and vertical structural design and shall preferably be knowledgeable in the application of rapid construction technologies.
- 1.3.1.4 **GEOTECHNICAL ENGINEER** - The Geotechnical Engineer must be a PRC Licensed Civil Engineer with at least ten (10) years experienced in the geotechnical and hydrological survey and investigation. He/she must be knowledgeable in generating land/slope stability analyses and interpreting its results. Similarly, the Geotechnical Engineer shall preferably be knowledgeable in the application of rapid construction technologies.
- 1.3.1.5 **ELECTRICAL ENGINEER** - The Electrical Engineer must be a Registered (PRC) Professional Electrical Engineer with at least ten (10) years experienced in the design of medium voltage electrical system with emergency and stand-by power and knowledgeable in developments in emergent efficient lighting technologies and energy management.
- 1.3.1.6 **MERCHANICAL ENGINEER** - The Mechanical Engineer must be Registered (PRC) Professional Mechanical Engineer with at least five (5) years minimum experience in the design of waste water treatment system and fire protection system.
- 1.3.1.7 **SANITARY ENGINEER** - The Sanitary Engineer must be a PRC Licensed Sanitary Engineer with minimum experienced of five (5) years in the design of environmental waste management and drainage system.
- 1.3.1.8 **ELECTRONICS AND COMMUNICATION ENGINEER** - The Electronic and Communication Engineer must be a PRC License Electronic and Communication Engineer having a minimum experienced of at least five (5) years in the design of Information Technology and Local/Wide Area Network (IT/LAN/WAN) Infrastructure for existing structure and future infrastructure development.

1.3.2 The key professionals and the respective qualifications of the CONSTRUCTION PERSONNEL shall be as follows:

1.3.2.1 PROJECT MANAGER - The Project Manager shall be a PRC Licensed Civil Engineer and/or a practicing Geotechnical Engineer with at least ten (10) years of relevant experience in projects involving land development and facilities including land/slope stabilization and protection and other similar or comparable projects in different locations. The Project Manager should have a proven record of managerial capability through the directing/managing of major civil engineering works, including projects of a similar magnitude.

1.3.2.2 PROJECT ENGINEER - The Project Engineer shall be a PRC Licensed Civil Engineer with at least five (5) years experienced in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.

1.3.2.3 MATERIALS ENGINEER - The Materials Engineer must be a duly accredited Materials Engineer in accordance with the DPWH Materials Testing standards and must have at least five (5) years experienced in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.

1.3.2.4 ELECTRICAL ENGINEER - The Electrical Engineer must be at least Registered (PRC) Electrical Engineer with at least ten (10) years minimum experienced in similar and comparable projects and shall be knowledgeable in the application of rapid construction technologies.

1.3.2.5 MECHANICAL ENGINEER - The Mechanical Engineer must be a Registered (PRC) Mechanical Engineer with at least five (5) years minimum experienced in similar and comparable projects and shall be knowledgeable in the application of rapid construction technologies.

1.3.2.6 SANITARY ENGINEER - The Sanitary Engineer must be a PRC Licensed Sanitary Engineer with at least five (5) years minimum experienced in similar and comparable projects and shall be knowledgeable in the application of rapid construction technologies.

1.3.2.7 FOREMAN - The Foreman must have at least five (5) years experienced in similar and comparable projects

and shall be preferably knowledgeable in the application of rapid construction technologies.

- 1.3.2.8 SAFETY OFFICER - The Safety Officer must be an accredited safety practitioner by the Department of Labor and Employment (DOLE) and must have undergone the prescribed forty (40) hour Construction Safety and Health Training (COSH).

The above key personnel listed are required. The Contractor may, as needed and at its own expense, add additional professionals and/or support personnel for the optimal performance of all Construction Services, as stipulated in these Terms of Reference, for the Project. Prospective bidders shall attach each individual's resume, PRC license of the professional staff, certificates of training and all other pertinent documents proving the said professional's expertise.

End of Part III

PART IV DETAILED ESTIMATES

1.0 PROJECT COST ESTIMATES

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

1.1.1 Design Development Phase

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

1.1.1.1 Preliminary Surveys/Studies, including:

- 1.1.1.1.1 Geodetic Survey of the Lot
- 1.1.1.1.2 Soil Foundation Investigation
- 1.1.1.1.3 Geological and Geohazard Survey
- 1.1.1.1.4 Location and Invert Elevations of Existing Utilities

1.1.1.2 Architecture & Engineering (A&E) Site Design Development Plans and Sections

1.1.1.3 Detailed Site Landscape Architectural Designs and Plans

1.1.1.4 Detailed Structural/Civil Engineering Designs and Plans

1.1.1.5 Detailed Electrical Engineering Designs and Plans

1.1.1.6 Detailed Mechanical Engineering Designs and Plans

1.1.1.7 Detailed Sanitary Engineering Designs and Plans

1.1.1.8 Detailed Water Supply System Engineering Designs and Plans

1.1.1.9 Detailed Information Technology Designs and Plans

1.1.1.10 Detailed Estimates and Bill of Quantities.

1.1.1.11 Scope of Works and Technical Specifications

1.1.1.12 Proposed Design and Construction Schedule

1.1.1.13 Health and Safety Program

1.1.2 Construction Phase

1.1.2.1 Detailed A&E Fee for construction administration and weekly meetings with the Construction Management Team and PCG Representatives for the duration of the project construction.

1.1.2.2 General Requirements

- Permit to Construct (PTC)
- Permits (including Building Permit, Electrical Permit, Sanitary Permit, Mechanical Permit, Zoning Permit, Fire Safety Permit, etc.)
- Application for the Local Utility Companies
- Project Billboard

1.1.1.1 Temporary Facilities and Facilities for the Engineer Staff and Meeting Room including Facilities for Coast Guard Infrastructure Development Service (CGIDS) Personnel.

1.1.1.2 Site and Landscape Architectural Works and Finishes

1.1.1.3 Architectural/Structural/Civil Works and Finishes

1.1.1.4 Earth Works

1.1.1.5 Electrical Works and Finishes

1.1.1.6 Mechanical Works and Finishes

1.1.1.7 Sanitary/Plumbing Works and Finishes

1.1.1.8 Electronic and Communication Works and Finishes

1.1.1.9 Quality Assurance

1.0 COST ESTIMATE GUIDELINES

- 1.1 In the preparation of all detailed cost estimates, the proponent/bidder shall be guided by the Cost Estimate Form provided.
- 1.2 The Labor Component of the cost estimates shall follow the ranges provided in the ordinance and the latest wage order of the Department of Labor and Employment (DOLE) of the National Capital Region (NCR).

2.0 UNIT PRICE ANALYSIS

- 2.1 The Proponent/Bidder shall draw up a unit price analysis for each of the pay items.

End of Part IV

PART V CONSTRUCTION PHASE

1.0 PERMITS AND CLEARANCES

- 1.1 The Contractor shall pay for any and all expenses necessary and incidental for PCG to be able to secure the following:
 - 1.1.1 Permit to Construct (PTC);
 - 1.1.2 Environmental Clearance Certificate (ECC), including the corresponding Tree Cutting Permit from the concerned government agencies, if necessary;
 - 1.1.3 Building Permit, Zoning Permit, Electrical Permit, Fire Safety Permit;
 - 1.1.4 Application for the Local Utility Companies.
- 1.2 The Contractor shall upon authorization by the City Government, make representation with the concerned government agencies to expedite the release of the same.

2.0 TEMPORARY STRUCTURES AND FACILITIES

- 2.1 The Contractor shall provide and maintain the following:
 - 2.1.1 Temporary office and/or quarters with water, light, telephone and toilet facilities for the contractor's project team personnel.
 - 2.1.2 Temporary bunkhouses/quarters for the contractor's work force complete with toilet and bath facilities.
 - 2.1.3 Facilities for Coast Guard Infrastructure Development Service (CGIDS) Personnel.
- 2.2 The Contractor shall also prepare and implement a plan for egress upon completion of the project.

3.0 MOBILIZATION AND DEMOBILIZATION

- 3.1 Mobilization

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

3.2 Demobilization

3.2.1 Demobilization shall include the following:

- 3.2.1.1 The dismantling, preparation and loading for removal and shipment of all Contractor's plant and equipment at the Site.
- 3.2.1.2 Transportation of all the above plant, equipment and materials of the site to the home station or somewhere else outside the Site.
- 3.2.1.3 Dismantling and removing of all temporary building and structures.
- 3.2.1.4 Removal of all supplementary markers furnished and installed by the Contractor, provided that the Engineer has not taken the option to retain the markers,
- 3.2.1.5 The clean-up of the Site and Work area, and the removal of material, debris, waste, etc., and making good damage or temporary alterations.

4.0 CONSTRUCTION SUPERVISION

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

5.0 ELECTRIFICATION AND OTHER UTILITIES

The contractor shall pay for expenses for the acquisition of the power, water and other utility connection to the local utility companies for the temporary work area and other temporary facilities.

- 5.1 Water: The Contractor shall provide and maintain the necessary pumps, valves, motors, storage tanks or reservoir and distribution lines to adequately supply water for the Project.

- 5.1.1 Drinking Water: Provide and maintain canister, coolers or connected drinking fountains, of sufficient number to reasonable serve the Project.
- 5.1.2 Construction Water: Provide and maintain temporary water service and distribution of adequate capacity for construction purposes. Include portable units, lines extensions, hoses, valves, etc., as necessary.
- 5.2 Electricity: The Contractor shall provide and maintain supply of electricity, including a stand-by generator of adequate capacity, to reasonably serve the Project.
 - 5.2.1 Provide and maintain temporary electric service and distribution of adequate capacity of power, lighting and other construction needs including wiring, transformers, safety devices, connections, etc., as necessary.
 - 5.2.2 Provide temporary lighting as necessary to properly and safely perform work at enclosed spaces or under hazardous conditions. Likewise, provide lights for night protection as necessary.
 - 5.2.3 Temporary electrical system shall comply with the Philippine Electrical Code. The Employer will assist the contractor to secure the necessary power source and permit prior to the temporary installation of electric service to site. However, the cost of installation, permits and other related works for this purpose shall be borne by the Contractor.
- 5.3 Communication Facilities
 - 5.3.1 The Contractor shall provide telephone and other means of communication between jobsite and CGIDS's/Contractor's Office

6.0 ACCESS AND TRAFFIC MANAGEMENT PLAN

6.1 Access

- 6.1.1 The Contractor shall provide and maintain adequate access to the Project Site and all areas related to the Works.
 - 6.1.1.1 The Contractor shall provide, maintain, and remove on completion of the works, for which are required adequate access to the Project Site, including sleepers, tracks, and stagings over roads, access and service roads, temporary crossings or bridges over streams or unstable ground. He shall make them suitable in every respect for carrying all Constructional

Plant required for the Work, for providing access and traffic for himself or others or for any other purpose. Such temporary road works shall be constructed to the satisfaction of PCG but the Contractor shall nevertheless be responsible for any damage done to or used by such temporary road works.

6.1.1.2 Before constructing temporary road works, the Contractor shall make all necessary arrangement, including payment if required, with the public authorities or landowners concerned, for the use of the land, and he shall obtain the approval of PCG. Such approval will not, however, relieve the contractor to clean up and restore the land to the satisfaction of PCG or the landowner concerned. If existing roads will be used for access to the Site, the Contractor shall maintain such road for the duration of its use.

6.1.1.3 The Contractor shall make all arrangement necessary to permit the passage along the railway section relating to this Contract of the Constructional Plants, Materials and employees belonging to other contractors engaged in the construction of contiguous stretches of railway (if any). For this purpose, the Contractor and Contractors concerned in the construction of the stretches contiguous to those through which they pass shall, when necessary and with at least 15 day-notice, request the Engineer for permission to pass and submit a schedule for passage. After PCG has granted such permission and approved the schedule submitted, both the Contractors permitting the passage and those requesting it shall undertake to observe the schedule approved by PCG, for the passage along the site without any right to extra payment in consequence of the restriction on passage or the necessary temporary suspension of works due to the aforesaid schedule.

6.2 Traffic Management Plan

The Contractor within 15 days shall submit a detailed Traffic Management Plan that states clearly the Contractor's environmental objectives in detailed to be adopted by Contractor to ensure the safe and efficient movement of traffic and also to ensure the safety of workmen at construction sites.

6.2.1 Temporary Traffic Ramp

In cases where it is necessary or required by PCG, the Contractor shall construct and maintain temporary traffic ramps, and furnish all the labor and materials required thereof.

6.2.2 Temporary Traffic Control

6.2.2.1 In order to facilitate traffic through or around the Works, or whenever ordered by PCG, the Contractor shall erect and maintain at prescribed points on the work and at the approaches to the work, traffic signs, lights, flares, barricades and other facilities as required by PCG for the direction and control of traffic.

6.2.2.2 Where required, or where directed by PCG, the Contractor shall furnish and station competent flagmen whose sole duties shall consist in directing the movement of traffic through or around the work.

6.2.2.3 In addition to the requirements of (1) and (2) above, the Contractor shall furnish and erect, within or in the vicinity of the project area, such warning and guide signs as may be ordered by PCG.

6.2.3 Extraordinary Traffic

The Contractor is responsible for carrying out any necessary investigations and the obtaining of approvals, licenses, escorts and any other necessary facilities in order to enable extraordinary traffic to be moved on the roads in the project area. Any expenses arising out of this requirement shall be deemed to have been included in other item of works.

6.2.4 Maintenance and Protection of Traffic

The Contractor shall keep the existing road open to traffic during the performance of the works, provided that when approved by PCG the Contractor may bypass traffic over a detour.

The contractor shall take necessary care at all times during the execution of the works to ensure the existing convenience and safety of residents along and adjacent to the road, and any public highway that may be affected by the Works. Any failure of the Contractor to meet this requirement will entitle the PCG to carry out such work as he deems to be necessary and to charge the Contractor with the full cost thereof plus ten percent of such cost, which sum will be deducted from any money due or which may become due to the Contractor under the Contract. The Contractor shall indicate the number and type of road crossings involve in this Project.

6.2.5 Parking

The parking space for use of vehicles for the project shall be maintained by the Contractor.

7.0 QUALITY CONTROL

7.1 General

This Section sets forth supplementary and additional provisions relating to quality control and workmanship required under this Contract.

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

7.2 Contractor's Submission

All shop drawings, certificates of compliance manufacturer's literature, material samples; design mix, guaranteed, equipment data, and other information as called for under the various headings of these specifications shall be submitted by the Contractor as required. The adequacy and accuracy of submittals for compliance and so certify them in accordance with the quality control requirements. Except in cases where approval by the PCG is required under the various headings of these specifications or on the Contract Drawings, certification by the Contractor that a submittal, complies with the contract requirements shall signify completion of the review process. However, PCG reserves the right to review and require correction of any submittal, but failure to do so shall not constitute a waiver of any requirement of the specifications.

7.2.1 Within twenty-eight (28) calendar days after receipt of Notice to Proceed, the Contractor shall submit to the PCG four (4) copies of submittals control document listing all submittal items. In preparing the document adequate time will be allowed for review by the Contractor's quality control organization and a minimum of fourteen (14) calendar days for review approval, and possible re-submittal of items for which approval by PCG is required and items for which specifications is proposed by the Contractor. Scheduling of submittals on the control document shall be coordinated with the approved progress schedule. All required submittals must be made in time to allow for review, certification, approval if required, procurement, delivery and preparatory inspection of the item before it is needed in construction. It is the Contractor's obligation to comply with the specification requirements of the item on the schedule. The Contractor's quality control representative shall review the listing at least every fifteen (15) calendar days and take appropriate action to maintain a complete and current listing. Copies of updated or corrected listing shall be submitted to

PCG at least every twenty (20) calendar days in four (4) copies. Payment will not be made for any material or equipment, which does not comply with contract requirements. The Contractor shall submit a preliminary submittal control document covering submittals required within first sixty (60) calendar days after receipt of Notice to Proceed prior to making any submittals.

7.2.2 All submittals made under this Section entitled "Shop Drawings" in a foreign language shall be accompanied by an English translation.

7.2.3 The Contractor shall maintain a complete file of all submittals which he has certified and all submittals which have also been approved by the PCG. Upon the completion of the work under this Contract, the Contractor shall furnish one complete set of prints and e-copy of all shop drawings as finally certified in addition to those furnished in accordance with the Specification requirements for shop drawings. These drawings shall show changes and revisions made up to the time the Project is completed and accepted.

7.2.4 The Contractor shall perform on the site, and with his own organization, work equivalent to at least fifty (50) percent of the total amount of work to be performed under the contract. If during the progress of the work hereunder, the Contractor shall request a reduction in such percentage to the Employer through the Engineer, and the Engineer determines that it would be to the Employer's advantage, the percentage of the work required to be performed by the Contractor may be reduced, provided, written approval of such reduction is obtained by the Contractor from PCG. If the above percentage is less than 100%, the successful bidder must furnish to the PCG within fifteen (15) days after award a description of the items of work which he will perform with his own forces, the estimated cost of those items, and the percentage of total work those items represent.

7.3 Contractor's Quality Control

7.3.1 The Contractor shall provide and maintain an effective quality control program.

7.3.1.1 The Contractor shall establish a quality control system to review all submittals made to the PCG in accordance with the above submission requirements, and to perform sufficient inspection and/or tests of all items of work, including that of his subcontractors, to ensure conformance to applicable specifications and drawings with respect to the materials, workmanship, construction, with emphasis on the surveillance tests

and submittals required in the technical provisions of the contract specification including in plant inspection. The Contractor's quality control system will be established to include all construction, except where the technical provisions of the contract provide for specific Government control by inspection, tests, or other means. The Contractor's quality control system will be keyed to the proposed construction deficiencies. PCG reserves the right to direct the location of the required test. Any of the test that, when performed, do not indicate compliance with contract requirements will be reported but will not be considered as a test to satisfy the required number of tests.

- 7.3.1.2 PCG reserves the right to inspect at the source supplies or services not manufactured or performed within the Contractor's facility. PCG's inspection shall not constitute acceptance, or shall it in any way replace Contractor inspection or otherwise relieve the contractors, or suppliers' plants is performed by PCG, such inspection shall not be used by Contractor as evidence of effective inspection by such subcontractors or suppliers.
- 7.3.1.3 The quality control program may be implemented by the contractor utilizing his job supervisory staff to insure compliance with the contract Plans and Specifications. It will be supplemented as necessary with special technicians, part-time specialty quality control men, and testing facilities to provide capability for the reviews, inspection, controls and tests required. The Contractor's quality control personnel shall be experience and qualified in the specialty of work they are performing. They will report to PCG when required.
- 7.3.1.4 The prime Contractor's designated quality control representative, will be required to certify, with each submittal, that it has been reviewed in detail and that it is correct and in strict conformance with the contract drawings and specifications, except as may be otherwise explicitly stated.
- 7.3.1.5 The contractor's inspection system shall for producers which will assure that the latest applicable contract drawings, specifications, certified submittals, approved submittals, and instructions required by the contract, as well as for any inspection or test desired.

7.3.2 The Contractor's quality control system at the job site shall follow three-step procedure.

7.3.2.1 First, to ensure that the plant, materials, equipment, and safety auxiliaries meet the submittals and contract requirements. The Contractor will perform preparatory inspections as soon as possible after delivery of plant, equipment and material to the site and, in any event prior to incorporation of material and equipment in the work. The Contractor will appropriately annotate his quality control reports for all preparatory inspections with a detailed list of items if plant, equipment and material inspected or tested, findings relative to compliance with approvals, Contractors-certified submittals and contract requirements, and actions taken where non-compliance is discovered. In addition, during preparatory inspections, the Contractor will make an examination of the work area to ensure that all preliminary works has been completed, check to assure that provisions have been completed to provide required control testing and take necessary action to ensure that all plant, equipment and material is properly stored to prevent damage from the elements and constructions operations and will so note on the quality control. Names of all personnel who participate in each preparatory inspection will be listed on the quality control report.

7.3.2.2 Second, at the start of each new phase of construction to establish that methods, techniques, and standards of workmanship are in strict compliance with the contract requirements. The Contractor will appropriately annotate his quality control reports for all initial inspections to include a detailed description and location of the segment or phrase of work inspected including checks, tests and measurements made to determine that quality of construction, tolerances and workmanship standards are in strict compliance with the contract requirements. The names of personnel who participate in the initial inspection will be listed on the quality control reports.

7.3.2.3 Third, follow-up inspections will be performed on a daily or re-curing basis as necessary to ensure that construction is proceeding in accordance with contract requirements. The Contractor's quality control reports

will detail the results of follow-up testing, inspection and corrective actions.

7.3.2.3.1 The Contractor shall furnish a daily construction quality control report. The report shall be in accordance with a form as may be proposed by the Contractor and approved by PCG. Additional check lists and forms for specific operations may be required to supplement the daily inspection form. The report shall include all inspections and test made. It shall provide factual evidence that the required inspections or tests have been performed, including type and number of inspections or test have been performed, including type and number of inspections or rejection and the corrective action taken. The daily report shall cover both conforming and defective items. It shall include a statement that all materials and equipment incorporated in the work are full compliance with the terms of the contract except as noted. The report will cover all items and specifically include the items listed in the quality control paragraphs of the technical provisions. The report will be verified and signed by the prime Contractor's designated quality control representative. The daily reports will be furnished in two copies (Original and one duplicate) to PCG at the job site. The report will be legibly handwritten in ink or typewritten. Reports shall be submitted not later than the close of business on the first working day following the date of the report. Reports shall have all supporting documents (such as concrete placement checklist, laboratory reports of compaction test, sieve analysis, etc.) attached. Incomplete reports will not be accepted. The Contractor is responsible for insuring that test reports are prepared and attached to the daily report for the day that the test was performed. Negative reports are required for days during which there is no activity on the project site to include a brief statement as to why there was no activity during a normal workday or schedule.

- 7.3.2.3.2 After the contract is awarded and before field construction operations are started, the Contractor shall meet representative from PCG, and discuss quality control requirements. The meeting shall and discuss develop mutual understanding relative to details of the system, including the forms to be used for recording the quality control operations, inspections, administration of the system, and the interrelationship of Contractor and Engineer inspection.
- 7.3.2.3.3 The Contractor will need to consider his quality control plan prior to bidding. This will assist in the early submission of an acceptable plan. The Contractor will furnish to the PCG not later than fifteen (15) calendar days after receipt of Notice to Proceed, a quality control plan which will include the procedures, instructions, and reports to be used. This document will include as a minimum.
- 7.3.2.4 The quality control organization. This will be in the form of an organization chart that shows names and specific responsibilities of each of the quality control personnel.
- 7.3.2.5 The qualifications of each person performing submittal review and certification, and inspection will be summarized not to exceed one (1) typewritten page, giving education, present job position, and previous work experiences but in no cases not later than fifteen (15) calendar days before coming on the job.
- 7.3.2.6 A copy of a letter of direction to each of the Contractor's quality control representatives, outlining his duties, authority, and responsibilities, and signed by a responsible officer of the firm.
- 7.3.2.7 Proposed methods of performing quality control inspections, including those for his subcontractors' work.
- 7.3.2.8 Test methods to include the names and qualifications of technicians employed by the Contractor as well as specific test to be performed by each, the names of all qualified test organization to be used, and the location and availability of test facilities and equipment.

- 7.3.2.9 Procedures for reviewing all shop drawings, samples, certificates, etc., for contract compliance and certifying them.
- 7.3.2.10 Method of documenting quality control operation, inspection, and testing. Including samples of proposed forms.
- 7.3.2.11 Each copy of the complete plan will be assembled in a folder in the order listed above. Four (4) copies will be submitted for approval. Revisions to the plan will be submitted in four (4) copies.
- 7.3.2.12 Unless specifically authorized by the PCG, no construction shall be started until the Contractor's quality control plan is approved. The approval will be contingent on satisfactory implementation and results. Payments will be withheld for all work until the quality control has been submitted and approved.
- 7.3.2.13 The Contractor shall notify the Engineer in writing of any proposed change in his quality control system or personnel. No such change will be implemented prior to acceptance by the PCG.

8.0 PROPOSED DESIGN AND CONSTRUCTION SCHEDULE

The target number of days to complete the DESIGN AND BUILD OFCGBT LAND DEVELOPMENT, MARSLEC HEADQUARTERS AND BARRACKS BUILDINGS at Coast Guard Base Taguig is One Thousand Ninety five (1095) calendar days, and to commence ten (10) calendar days upon receipt by the Contractor of the Notice to Proceed.

9.0 MINIMUM SAFETY AND HEALTH PROGRAM

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

9.1 Safety Program

- 9.1.1 Contractor provides skull guards, raincoats, working shades, and boots to employees and CGIDS Personnel;
- 9.1.2 Operators, drivers, and other employees who handle equipment must thoroughly check their equipment, lubricate and handle them properly and should be cautious, extra careful at all times to avoid accidents while on duty;

- 9.1.3 Wires, nails, bolts and other pointed objects shall be eradicated in the working areas to avoid possible injuries/accidents;
- 9.1.4 Seat belts shall be provided in every truck/vehicle that is being used in the project site;
- 9.1.5 Fire extinguishers are to be placed in equipment such as fuel truck; and
- 9.1.6 Employees shall be advised on the use of cigarettes, candles and other flammable materials to avoid occurrence of fire.

9.2 Health Program

- 9.2.1 Upon entrance as construction site employees, the Contractor will provide that every construction employee automatically becomes a member of SSS and Phil Health Corporation;
- 9.2.2 A cabinet which contains over the counter drugs and other first aid supplies are ready for use in case of sickness or accidents that occur. In case of serious incidence, they are immediately brought to the emergency room of the nearest hospital;
- 9.2.3 Employees shall be lectured once in a while of personal hygiene, number of children one family would have to be able to provide the family's needs of food, clothing and shelter; and

10.0 AS-BUILT PLANS

The contractor shall prepare and submit as-built plans duly signed and sealed by appropriate engineer in the same sheet size and scale as the original drawings in three (3) reproducible copies. Electronic copies of the as-built contract drawings shall also be submitted in native files for use with the Autodesk software Autocad and Revit. The *.PDF format files shall be delivered with the CAD or BIM files.

11.0 SUBMITTALS

11.1 General

- 11.1.1 This section sets forth general provisions regarding submittals required of the Contractor.
- 11.1.2 The Contractor shall submit to the CGIDS all construction schedules, monthly progress reports, final construction report, statement of completion, final statement survey data, shop drawings, as-built drawings, product data, samples and construction photographs as specified.

- 11.1.3 Until submittal is reviewed by the CGIDS, approved and released for distribution, work, involving relevant product data may not proceed.
- 11.1.4 CGIDS's review will be signified by comments as required identifying items for resubmission and by stamp of CGIDS when work is released for distribution.

11.2 Construction Schedules

- 11.2.1 Schedules, data, field drawings and shop drawings shall be originally prepared by Contractor, Sub-Contractor, Supplier or Distributor which shall illustrate appropriate portions of work. The work items shall be described in relation to responsibility, fabrication, layout, setting or erection details as specified in appropriate Sections.
- 11.2.2 Submittal drawings to be reproducible transparency with one opaque print.
- 11.2.3 Maximum sheet size is 610mm x 1070mm (23.5 in. x 33 in.)

11.3 Contractor's Responsibilities

- 11.3.1 Review shop drawings product data and samples prior to submission.
- 11.3.2 Verify:
 - 11.3.2.1 Field Measurements
 - 11.3.2.2 Field Construction Criteria
 - 11.3.2.3 Catalogue Numbers and Similar Data
- 11.3.3 Coordinate each submittal with the Project requirements and Contract Documents
- 11.3.4 Contractor's responsibility for errors and omissions on submittal is not relieved by CGIDS's review of submittals.
- 11.3.5 Contractor's responsibility for deviations on submittals from requirements of Contract Documents is not relieved by CGIDS's review of submittals, unless Engineers gives written acceptance of specified deviations.
- 11.3.6 Notify CGIDS, in writing at time of submission, of deviation on submittal from requirements of Contract Documents. After CGIDS's review, distribute copies.
- 11.3.7 The Contractor shall schedule submissions at least 5 working days before dates reviewed submittals will be needed.

11.3.8 The Contractor shall submit one (1) reproducible transparency and one opaque print of schedules, survey data and shop drawings, and number of copies of project data, which Contractor requires for distribution plus four (4) copies which will be retained by CGIDS.

11.3.9 The Contractor's submittals shall be accompanied with transmittal letter, in duplicate copies, containing:

11.3.9.1 Date

11.3.9.2 Project title and number

11.3.9.3 Contractor's name and address

11.3.9.4 Number of each shop drawing, product data and sample

11.3.9.5 Other pertinent data

11.3.10 Submittals shall include:

11.3.10.1 Data and revision dates

11.3.10.2 Project title and number

11.3.10.3 Name of Contractor

- Sub-Contractor

- Supplier

- Manufacturer

- Separate retailer when pertinent

11.3.10.4 Identification of product or material

11.3.10.5 Relation to adjacent structure or material

11.3.10.6 Field dimension, clearly identified as such

11.3.10.7 Specifications Section Number

11.3.10.8 Applicable standards, such as ASTM, JIS numbers

11.3.10.9 Contractor's stamp, initialed or signed, certifying review of submittal, verification of field measurement and compliance with Contract Documents

11.3.11 Distribution of Submittals after Review

11.3.11.1 Job-site file

11.3.11.2 Record document file

11.3.11.3 Sub-Contractor

11.3.11.4 Supplier

11.3.11.5 Fabricators

11.3.12 Construction Photographs

11.3.12.1 Provide record progress photographs taken at a fixed point and angle as when and where directed by the CGIDS as intervals of not more than twenty-eight (28) calendar days. The photographs shall be sufficient in number and location to record the exact progress of works, provide one (1) proof print of

each photograph taken and five (5) colored copies, 245 x 203 mm of any of the photographs selected by the engineer. Two (2) copies are to be signed by the Contractor and CGIDS. Albums to accommodate the selected photographs shall be supplied by Contractor.

11.3.13 Progress Report

11.3.13.1 The Contractor shall maintain a daily log describing the important events pertaining to the works, the working hours, the number of laborers employed, effective operation time of equipment, overtime hours, delays due to meteorological conditions, the lack of labor, materials or equipment, progress made and instructions, notifications and recommendations made by the CGIDS.

11.3.13.2 The Contractor shall furnish to the Coast Guard Infrastructure Development Service (CGIDS) ten (10) copies of the monthly progress reports within seven (7) days after the end of every month, indicating progress made, construction activities, inventories of material used and stored on jobsite numbers of labors, equipment available and hours utilized, number of working days, the summary of the daily log of the month and all-important events in relation to the Works.

End of Part V

PART VI PROPONENT/BIDDER RESPONSIBILITIES

1.0 BIDDING

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

2.0 PRELIMINARY SURVEYS AND STUDIES

The Philippine Coast Guard shall provide the bidders with storm drainage plans, sewer lines plan, and cold water supply line plan, and other utility plans only **if available**. The bidder shall include a line item that will cover the cost of completing geodetic site survey and soil investigation in the event that historical infrastructure plans are not available. The projected cost of preliminary surveys shall be included in the bid proposal.

3.0 PLANNING AND DESIGN PHASE

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

4.0 CONSTRUCTION PHASE

- 4.1 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.
- 4.2 The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- 4.3 The Contractor shall be responsible for the safety of all activities on the Site.
 - 4.3.1 The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
 - 4.3.2 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, to carry out the supervision of the Works. The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

- 4.3.3 If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract.
- 4.3.4 During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.
- 4.3.5 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.
- 4.3.6 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.
- 4.3.7 Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.
- 4.4 The Scope of works shall include but not limited to removal of existing structure, removal and filling of soil materials, concreting works, electrical works, underground drainage system and other works and others as may be necessary or required.

End of Part VI

PART VII PROCURING ENTITY'S RESPONSIBILITIES

1.0 RIGHT OF WAY

Being the Owner, Philippine Coast Guard shall secure the necessary Right-of-Way and access to the site from the date of contract award until building construction and site work is completed.

2.0 ENVIRONMENTAL CLEARANCE CERTIFICATE

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

3.0 ELECTRICAL AND OTHER UTILITIES

PCG shall assist in securing the electrical/water/communication facilities in the project by filing the application with the local utility companies. It shall be the responsibility of the contractor to pay for any and all expenses necessary in the acquisition of the electrical/water/communication facilities.

End of Part VII

PART VIII

PROJECT ACCEPTANCE AND TURNOVER

- 1.0** Coast Guard Infrastructure Development Service shall be the Philippine Coast Guard over-all construction monitoring team to ensure that completed work is
 - 1.1 In accordance with the For Construction contract documents (plans and specifications) approved by the Philippine Coast Guard.
 - 1.2 Able to perform as expected and was constructed in a way to allow successful testing, commissioning, and certification.
- 2.0** Should the Construction Monitoring Team members notice minor defects after completing the punchlist, new items may be added to the list which the contractor shall correct prior to final acceptance.
- 3.0** Upon final acceptance of the project, the retention money for the project shall be released accordingly, upon the request and posting of the required one (1) year guarantee bond for the contract.

END OF PART VIII

PART IX - ANNEXES

1.0 ANNEX 1: VICINITY AND SITE DEVELOPMENT PLAN





2.0 ANNEX 2: CHECKLIST OF REQUIREMENTS – DETAILED ARCHITECTURAL DESIGNS

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans and other Documents for New Construction Project Implementation.

Project : DESIGN AND BUILD FOR THE CONSTRUCTION OF MARSLEC HEADQUARTERS BUILDING

Location : CGBT, M.L. QUEZON, NEW LOWER BICUTAN, TAGUIG CITY

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	ARCHITECTURAL DRAWINGS (as applicable)	
A – 1 (a...n)	Perspective, Site Development Plan, Vicinity Map/Location Plan (1.5 km radius), Table of Contents	
A – 2 (a...n)	Floor Plan (scale 1:100m minimum) including equipment furniture layout	
A – 3 (a...n)	Four (4) Elevations (scale 1:100m minimum)	
A – 4 (a...n)	Two (2) Sections (scale 1:100m minimum) including spot details	
A – 5 (a...n)	Roof Plan/s showing Downspouts (scale 1:100m minimum) including detail of gutter, downspout, etc.	
A – 6 (a...n)	Reflected Ceiling Plan/s (scale 1:100m minimum) including details	
A – 7 (a...n)	Details of Stairs (if there's any), Fire escapes/exits, accessible ramps, etc. (scale 1:50m) including details of railings, treads, risers, etc. in the form of plans, elevation/section.	
A – 8 (a...n)	Details of Toilets (scale 1:50m) including accessible toilets in the form of plans, elevation/section.	
A – 9 (a...n)	Details of specialized design features (scale 1:50) such as exterior glass, curtain walls, partitions, cabinets and lockers, etc. and accessible design features.	
A – 10 (a...n)	Detailed plan and section of roof deck construction (scale 1:50m)	
A – 11 (a...n)	Schedule of doors, gates, emergency exits, etc. (scale 1:50 m), including specifications for materials and hardware	
A – 12(a...n)	Schedule of windows (scale 1:50 m), including specifications for materials and hardware	
A – 13 (a...n)	Schedule of finishes for interior and exterior floors, walls, ceilings	
	Architectural Interior Design Technical Specifications	
	Architectural Interior Design Scope of Works	
	Architectural Interior Design Bill of Quantities	
<i>*To be marked as either Complying or Non-Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (Use additional sheet if necessary)</i> Evaluated by: _____		

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

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

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans and other Documents for New Construction Project Implementation.

Project : DESIGN AND BUILD FOR THE CONSTRUCTION OF MARSLEC HEADQUARTERS BUILDING

Location : CGBT, M.L. QUEZON, NEW LOWER BICUTAN, TAGUIG CITY

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

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

4.0 ANNEX 4: CHECKLIST OF REQUIREMENTS – DETAILED LANDSCAPE ARCHITECTURE DESIGNS

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans and other Documents for New Construction Project Implementation.

Project : DESIGN AND BUILD FOR THE CONSTRUCTION OF MARSLEC HEADQUARTERS BUILDING

Location : CGBT, M.L. QUEZON, NEW LOWER BICUTAN, TAGUIG CITY

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	LANDSCAPE ARCHITECTURE DRAWINGS (as applicable)	
AL – 1 (a...n)	Site Development Staking Plan and Details	
AL – 2 (a...n)	Exterior Lighting Plan and Details	
AL – 3 (a...n)	Exterior Building Lighting and Details	
AL – 4 (a...n)	Detailed plan and sections of landscape design at roof deck showing hardscapes, softscapes and moisture control, among others	
AL – 5 (a...n)	Schedule of Landscape Exterior Finishes and Details	
AL – 6 (a...n)	Other Spot details	
AL – 7 (a...n)	Landscape Architectural Perspective/s	
AL – 8 (a...n)	Planting Schedule and Plant Identification	
	Landscape Architecture Design Technical Specifications	
	Landscape Architecture Design Scope of Works	
	Landscape Architecture Design Bill of Quantities	
<i>*To be marked as either Complying or Non-Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (Use additional sheet if necessary)</i> Evaluated by: _____		

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

5.0 ANNEX 5: CHECKLIST OF REQUIREMENTS – STRUCTURAL DESIGNS

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans and other Documents for New Construction Project Implementation.

Project : DESIGN AND BUILD FOR THE CONSTRUCTION OF MARSLEC HEADQUARTERS BUILDING

Location : CGBT, M.L. QUEZON, NEW LOWER BICUTAN, TAGUIG CITY

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

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

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

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans and other Documents for New Construction Project Implementation.

Project : DESIGN AND BUILD FOR THE CONSTRUCTION OF MARSLEC HEADQUARTERS BUILDING

Location : CGBT, M.L. QUEZON, NEW LOWER BICUTAN, TAGUIG CITY

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	PLUMBING/SANITARY DRAWINGS (as applicable)	
P – 1 (a...n)	General Notes and Legends	
P – 2 (a...n)	Location and Site Plan	
P – 3 (a...n)	Storm Water Drainage Layout (scale 1:100m minimum) including actual length of tapping line to Main Drainage Line	
P – 4 (a...n)	Water Line Layout (scale 1:100m minimum) including actual length of tapping line from main source when applicable	
P – 5 (a...n)	Sewer line and Vent line layout (scale 1:100m minimum) including actual length of tapping line to septic tank or existing sewer line	
P – 6 (a...n)	Isometric Layout, showing Waterline, sewer line and drainage line	
P – 7 (a...n)	Detail of connections, catch basins, downspouts, etc.	
P – 8 (a...n)	Detail of Cistern: Schedule of Pumps	
P – 9 (a...n)	Detail of Septic Tank/Sewer Treatment System	
P – 10 (a...n)	Details Water Tank (scale 1:50m)	
Design Analysis		
Plumbing/Sanitary Technical Specifications		
Plumbing/Sanitary Scope of Works		
Plumbing/Sanitary Bill of Quantities		
<i>*To be marked as either Complying or Non-Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (Use additional sheet if necessary)</i>		
Evaluated by: _____		

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

7.0 ANNEX 7: CHECKLIST OF REQUIREMENTS – ELECTRICAL DESIGNS

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans and other Documents for New Construction Project Implementation.

Project : DESIGN AND BUILD FOR THE CONSTRUCTION OF MARSLEC HEADQUARTERS BUILDING

Location : CGBT, M.L. QUEZON, NEW LOWER BICUTAN, TAGUIG CITY

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	ELECTRICAL DRAWINGS (as applicable)	
E – 1 (a...n)	General Notes and/or specifications, Legends or Symbols	
E – 2 (a...n)	Location and Site Plan	
E – 3 (a...n)	Lighting and Receptacle Outlets Layout (scale 1:100m minimum) and details including Schedule of Lighting Fixtures and Control Devices	
E – 4 (a...n)	Power Layout (scale 1:100m minimum) and details including Schedule of Panels	
E – 5 (a...n)	Fire Detection and Alarm Circuits Layout (scale 1:100m minimum) and details including Schedule of Equipment	
E – 6 (a...n)	Emergency alarm, lighting Layout for Exits and Hallways (scale 1:100m minimum) and details including Schedule of Emergency Lighting Fixtures and Signages	
E – 7 (a...n)	Schedules, Detail breakdown of Loads	
E – 8 (a...n)	One Line Diagrams	
E – 9 (a...n)	Other Details including and not restricted to wiring penetrations through fire-rated walls, section details of devices and wall plates located in exterior areas, and office/quarters areas.	
Electrical Computations/Calculations, and Design Analysis		
Electrical Technical Specifications		
Electrical Scope of Works		
Electrical Bill of Quantities		
<i>*To be marked as either Complying or Non-Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (Use additional sheet if necessary)</i> Evaluated by: _____		

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

8.0 ANNEX 8: CHECKLIST OF REQUIREMENTS – ELECTRICAL AUXILIARIES DESIGNS

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans and other Documents for New Construction Project Implementation.

Project : DESIGN AND BUILD FOR THE CONSTRUCTION OF MARSLEC HEADQUARTERS BUILDING

Location : CGBT, M.L. QUEZON, NEW LOWER BICUTAN, TAGUIG CITY

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	ELECTRICAL AUXILIARIES DRAWINGS (as applicable)	
EA – 1 (a...n)	General Notes and/or specifications, Legends or Symbols	
EA – 2 (a...n)	Location and Site Plan	
EA – 3 (a...n)	Telephone, Data and Wi-Fi Systems Layout, One Line Diagram (scale 1:100m minimum) and details including Schedule of Equipment	
EA – 4 (a...n)	Wi-Fi Layout, One Line Diagram (scale 1:100m minimum) and details including Schedule of Equipment	
EA – 5 (a...n)	Cable TV, Master Antenna TV and CCTV Layout, One Line Diagram (scale 1:100m minimum) and details including Schedule of Equipment	
EA – 6 (a...n)	Building section details showing cable tray and wiring pathways in relation to the work of other trades	
EA – 7 (a...n)	Paging System Layout, (scale 1:100m minimum) and details including Schedule of Equipment	
EA – 8 (a...n)	One Line Diagrams	
EA – 9 (a...n)	Other Details including and not restricted to wiring penetrations through fire-rated walls, section details for devices located in exterior areas, and office/quarters areas	
Electrical Auxiliaries Technical Specifications		
Electrical Auxiliaries Scope of Works		
Electrical Auxiliaries Bill of Quantities		
<i>*To be marked as either Complying or Non-Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (Use additional sheet if necessary)</i> Evaluated by: _____		

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

9.0 ANNEX 9: CHECKLIST OF REQUIREMENTS – MECHANICAL DESIGNS

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans and other Documents for New Construction Project Implementation.

Project : DESIGN AND BUILD FOR THE CONSTRUCTION OF MARSLEC HEADQUARTERS BUILDING

Location : CGBT, M.L. QUEZON, NEW LOWER BICUTAN, TAGUIG CITY

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	MECHANICAL DRAWINGS (as applicable)	
M – 1 (a...n)	General Notes and/or specifications, Legends or Symbols	
M – 2 (a...n)	Floor Plans/Isometric Drawings (scale 1:100m minimum) showing Fire Suppression Systems including sprinkler system, wet stand pipe, dry standpipe, fire pumps, and other installations	
M – 3 (a...n)	Floor Plan showing location of Fire Extinguishers (scale 1:100 minimum) and details including Complete with fire fighting equipment	
M – 4 (a...n)	Floor Plans/Isometric Drawings (scale 1:100m minimum) of Room Exhaust Ventilation System and Details	
M – 5 (a...n)	Floor Plans for Building Monitoring System (BMS) and Building Alarm System (BAS)	
M – 6 (a...n)	Detail of Other Machinery/Equipment (scale 1:50)	
M – 7 (a...n)	Longitudinal and Transverse Section of Building (scale 1:100m) showing manner of support of machines/equipment	
M – 8 (a...n)	One Line Diagrams	
M – 9 (a...n)	Other Details including and not restricted to wiring penetrations through fire rated walls, section details for devices located in exterior areas, containment areas, and office areas	
M – 10 (a...n)	Schedules including valves, air handling units, chilled beams, fume hoods, exhaust extraction devices, air conditioning units, chillers, and other HVAC equipment for ventilation.	
	Mechanical Technical Specifications	
	Mechanical Scope of Works	
	Mechanical Bill of Quantities	
<i>*To be marked as either Complying or Non-Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (Use additional sheet if necessary)</i>		
Evaluated by: _____		

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

10.0 ANNEX 10: CHECKLIST OF REQUIREMENTS – DETAILED ARCHITECTURAL DESIGNS

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans and other Documents for New Construction Project Implementation.

Project : DESIGN AND BUILD FOR THE CONSTRUCTION OF MARSLEC BARRACKS BUILDING

Location : CGBT, M.L. QUEZON, NEW LOWER BICUTAN, TAGUIG CITY

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	ARCHITECTURAL DRAWINGS (as applicable)	
A – 1 (a...n)	Perspective, Site Development Plan, Vicinity Map/Location Plan (1.5 km radius), Table of Contents	
A – 2 (a...n)	Floor Plan (scale 1:100m minimum) including equipment furniture layout	
A – 3 (a...n)	Four (4) Elevations (scale 1:100m minimum)	
A – 4 (a...n)	Two (2) Sections (scale 1:100m minimum) including spot details	
A – 5 (a...n)	Roof Plan/s showing Downspouts (scale 1:100m minimum) including detail of gutter, downspout, etc.	
A – 6 (a...n)	Reflected Ceiling Plan/s (scale 1:100m minimum) including details	
A – 7 (a...n)	Details of Stairs (if there's any), Fire escapes/exits, accessible ramps, etc. (scale 1:50m) including details of railings, treads, risers, etc. in the form of plans, elevation/section.	
A – 8 (a...n)	Details of Toilets (scale 1:50m) including accessible toilets in the form of plans, elevation/section.	
A – 9 (a...n)	Details of specialized design features (scale 1:50) such as exterior glass, curtain walls, partitions, cabinets and lockers, etc. and accessible design features.	
A – 10 (a...n)	Detailed plan and section of roof deck construction (scale 1:50m)	
A – 11 (a...n)	Schedule of doors, gates, emergency exits, etc. (scale 1:50 m), including specifications for materials and hardware	
A – 12(a...n)	Schedule of windows (scale 1:50 m), including specifications for materials and hardware	
A – 13 (a...n)	Schedule of finishes for interior and exterior floors, walls, ceilings	

Architectural Interior Design Technical Specifications		
Architectural Interior Design Scope of Works		
Architectural Interior Design Bill of Quantities		
<p><i>*To be marked as either Complying or Non-Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (Use additional sheet if necessary)</i></p> <p>Evaluated by: _____</p>		

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

11.0 ANNEX 11: CHECKLIST OF REQUIREMENTS – DETAILED ARCHITECTURAL INTERIOR DESIGNS

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans and other Documents for New Construction Project Implementation.

Project : DESIGN AND BUILD FOR THE CONSTRUCTION OF MARSLEC BARRACKS BUILDING

Location : CGBT, M.L. QUEZON, NEW LOWER BICUTAN, TAGUIG CITY

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

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

12.0 ANNEX 12: CHECKLIST OF REQUIREMENTS – DETAILED LANDSCAPE ARCHITECTURE DESIGNS

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans and other Documents for New Construction Project Implementation.

Project : DESIGN AND BUILD FOR THE CONSTRUCTION OF MARSLEC BARRACKS BUILDING

Location : CGBT, M.L. QUEZON, NEW LOWER BICUTAN, TAGUIG CITY

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	LANDSCAPE ARCHITECTURE DRAWINGS (as applicable)	
AL – 1 (a...n)	Site Development Staking Plan and Details	
AL – 2 (a...n)	Exterior Lighting Plan and Details	
AL – 3 (a...n)	Exterior Building Lighting and Details	
AL – 4 (a...n)	Detailed plan and sections of landscape design at roof deck showing hardscapes, softscapes and moisture control, among others	
AL – 5 (a...n)	Schedule of Landscape Exterior Finishes and Details	
AL – 6 (a...n)	Other Spot details	
AL – 7 (a...n)	Landscape Architectural Perspective/s	
AL – 8 (a...n)	Planting Schedule and Plant Identification	
	Landscape Architecture Design Technical Specifications	
	Landscape Architecture Design Scope of Works	
	Landscape Architecture Design Bill of Quantities	
<i>*To be marked as either Complying or Non-Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (Use additional sheet if necessary)</i>		
Evaluated by: _____		

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

13.0 ANNEX 13: CHECKLIST OF REQUIREMENTS – STRUCTURAL DESIGNS

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans and other Documents for New Construction Project Implementation.

Project : DESIGN AND BUILD FOR THE CONSTRUCTION OF MARSLEC BARRACKS BUILDING

Location : CGBT, M.L. QUEZON, NEW LOWER BICUTAN, TAGUIG CITY

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

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

14.0 ANNEX 14: CHECKLIST OF REQUIREMENTS – SANITARY/PLUMBING DESIGNS

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans and other Documents for New Construction Project Implementation.

Project : DESIGN AND BUILD FOR THE CONSTRUCTION OF MARSLEC
BARRACKS BUILDING

Location : CGBT, M.L. QUEZON, NEW LOWER BICUTAN, TAGUIG CITY

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	PLUMBING/SANITARY DRAWINGS (as applicable)	
P – 1 (a...n)	General Notes and Legends	
P – 2 (a...n)	Location and Site Plan	
P – 3 (a...n)	Storm Water Drainage Layout (scale 1:100m minimum) including actual length of tapping line to Main Drainage Line	
P – 4 (a...n)	Water Line Layout (scale 1:100m minimum) including actual length of tapping line from main source when applicable	
P – 5 (a...n)	Sewer line and Vent line layout (scale 1:100m minimum) including actual length of tapping line to septic tank or existing sewer line	
P – 6 (a...n)	Isometric Layout, showing Waterline, sewer line and drainage line	
P – 7 (a...n)	Detail of connections, catch basins, downspouts, etc.	
P – 8 (a...n)	Detail of Cistern: Schedule of Pumps	
P – 9 (a...n)	Detail of Septic Tank/Sewer Treatment System	
P – 10 (a...n)	Details Water Tank (scale 1:50m)	
	Design Analysis	
	Plumbing/Sanitary Technical Specifications	
	Plumbing/Sanitary Scope of Works	
	Plumbing/Sanitary Bill of Quantities	
<i>*To be marked as either Complying or Non-Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (Use additional sheet if necessary)</i>		
Evaluated by: _____		

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

15.0 ANNEX 15: CHECKLIST OF REQUIREMENTS – ELECTRICAL DESIGNS

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans and other Documents for New Construction Project Implementation.

Project : DESIGN AND BUILD FOR THE CONSTRUCTION OF MARSLEC BARRACKS BUILDING

Location : CGBT, M.L. QUEZON, NEW LOWER BICUTAN, TAGUIG CITY

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	ELECTRICAL DRAWINGS (as applicable)	
E – 1 (a...n)	General Notes and/or specifications, Legends or Symbols	
E – 2 (a...n)	Location and Site Plan	
E – 3 (a...n)	Lighting and Receptacle Outlets Layout (scale 1:100m minimum) and details including Schedule of Lighting Fixtures and Control Devices	
E – 4 (a...n)	Power Layout (scale 1:100m minimum) and details including Schedule of Panels	
E – 5 (a...n)	Fire Detection and Alarm Circuits Layout (scale 1:100m minimum) and details including Schedule of Equipment	
E – 6 (a...n)	Emergency alarm, lighting Layout for Exits and Hallways (scale 1:100m minimum) and details including Schedule of Emergency Lighting Fixtures and Signages	
E – 7 (a...n)	Schedules, Detail breakdown of Loads	
E – 8 (a...n)	One Line Diagrams	
E – 9 (a...n)	Other Details including and not restricted to wiring penetrations through fire-rated walls, section details of devices and wall plates located in exterior areas, and office/quarters areas.	
Electrical Computations/Calculations, and Design Analysis		
Electrical Technical Specifications		
Electrical Scope of Works		
Electrical Bill of Quantities		
<i>*To be marked as either Complying or Non-Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (Use additional sheet if necessary)</i>		
Evaluated by: _____		

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

16.0 ANNEX 16: CHECKLIST OF REQUIREMENTS – ELECTRICAL AUXILIARIES DESIGNS

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans and other Documents for New Construction Project Implementation.

Project : DESIGN AND BUILD FOR THE CONSTRUCTION OF MARSLEC BARRACKS BUILDING

Location : CGBT, M.L. QUEZON, NEW LOWER BICUTAN, TAGUIG CITY

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	ELECTRICAL AUXILIARIES DRAWINGS (as applicable)	
EA – 1 (a...n)	General Notes and/or specifications, Legends or Symbols	
EA – 2 (a...n)	Location and Site Plan	
EA – 3 (a...n)	Telephone, Data and Wi-Fi Systems Layout, One Line Diagram (scale 1:100m minimum) and details including Schedule of Equipment	
EA – 4 (a...n)	Wi-Fi Layout, One Line Diagram (scale 1:100m minimum) and details including Schedule of Equipment	
EA – 5 (a...n)	Cable TV, Master Antenna TV and CCTV Layout, One Line Diagram (scale 1:100m minimum) and details including Schedule of Equipment	
EA – 6 (a...n)	Building section details showing cable tray and wiring pathways in relation to the work of other trades	
EA – 7 (a...n)	Paging System Layout, (scale 1:100m minimum) and details including Schedule of Equipment	
EA – 8 (a...n)	One Line Diagrams	
EA – 9 (a...n)	Other Details including and not restricted to wiring penetrations through fire-rated walls, section details for devices located in exterior areas, and office/quarters areas	
	Electrical Auxiliaries Technical Specifications	
	Electrical Auxiliaries Scope of Works	
	Electrical Auxiliaries Bill of Quantities	
<i>*To be marked as either Complying or Non-Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (Use additional sheet if necessary)</i>		
Evaluated by: _____		

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

17.0 ANNEX 17: CHECKLIST OF REQUIREMENTS – MECHANICAL DESIGNS

Checklist of Drawing Requirements in the preparation/evaluation/approval of Detailed Architectural and Engineering Plans and other Documents for New Construction Project Implementation.

Project : DESIGN AND BUILD FOR THE CONSTRUCTION OF MARSLEC BARRACKS BUILDING

Location : CGBT, M.L. QUEZON, NEW LOWER BICUTAN, TAGUIG CITY

SHEET NUMBER	SHEET CONTENTS	REMARKS*
	MECHANICAL DRAWINGS (as applicable)	
M – 1 (a...n)	General Notes and/or specifications, Legends or Symbols	
M – 2 (a...n)	Floor Plans/Isometric Drawings (scale 1:100m minimum) showing Fire Suppression Systems including sprinkler system, wet stand pipe, dry standpipe, fire pumps, and other installations	
M – 3 (a...n)	Floor Plan showing location of Fire Extinguishers (scale 1:100 minimum) and details including Complete with fire fighting equipment	
M – 4 (a...n)	Floor Plans/Isometric Drawings (scale 1:100m minimum) of Room Exhaust Ventilation System and Details	
M – 5 (a...n)	Floor Plans for Building Monitoring System (BMS) and Building Alarm System (BAS)	
M – 6 (a...n)	Detail of Other Machinery/Equipment (scale 1:50)	
M – 7 (a...n)	Longitudinal and Transverse Section of Building (scale 1:100m) showing manner of support of machines/equipment	
M – 8 (a...n)	One Line Diagrams	
M – 9 (a...n)	Other Details including and not restricted to wiring penetrations through fire rated walls, section details for devices located in exterior areas, containment areas, and office areas	
M – 10 (a...n)	Schedules including valves, air handling units, chilled beams, fume hoods, exhaust extraction devices, air conditioning units, chillers, and other HVAC equipment for ventilation.	
	Mechanical Technical Specifications	
	Mechanical Scope of Works	
	Mechanical Bill of Quantities	
<i>*To be marked as either Complying or Non-Complying/Complete or Incomplete by the evaluator or to be filled with supporting comments (Use additional sheet if necessary)</i> Evaluated by: _____		

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

END OF PART IX

Section VIII. Bill of Quantities

Project: Construction of Maritime Security and Law Enforcement Command Headquarters
Administration Building
Location: Coast Guard Base Taguig, M. L. Quezon St., Lower Bicutan, Taguig City
Subject: Bill of Quantities
Date:

BILL OF QUANTITIES						
Item	Description	Qty	Unit	Material Cost	Labor Cost	Amount
Year 2019						
I	Detailed Architectural Engineering Design	1.00	L.s.			
II	General Requirements	1.00	L.s.			
III	Site Preparation	1.00	L.s.			
IV	Earthworks	1.00	L.s.			
V	Foundation	1.00	L.s.			
Year 2020						
VI	Concrete Framing and Floor	1.00	L.s.			
VII	Rough Electrical and Sanitary / Plumbing	1.00	L.s.			
VIII	Roof Deck	1.00	L.s.			
IX	Masonry Works	1.00	L.s.			
Year 2021						
X	Masonry Works	1.00	L.s.			
XI	Fire Protection	1.00	L.s.			
XII	Ceiling / Carpentry Works	1.00	L.s.			
XIII	Doors and Windows	1.00	L.s.			
XIV	Tile Works	1.00	L.s.			
XV	Sanitary and Plumbing Fixtures	1.00	L.s.			
XVI	Electrical and Mechanical Finishing Works	1.00	L.s.			
XVII	Painting Works	1.00	L.s.			

XVIII	Landscape and Greeneries	1.00	L.s.			
XIX	Parking and Entrances	1.00	L.s.			
			<i>Direct Cost:</i>			
	<i>Mark-up</i> (Overheads, Contingencies, Miscellaneous, Profit, Mobilization/Demobilization, VAT):					
			TOTAL PROJECT COST:			
Amount in Words: <hr/>						

Project: Construction of Maritime Security and Law Enforcement Command Barracks Building
Location: Coast Guard Base Taguig, M. L. Quezon St., Lower Bicutan, Taguig City
Subject: Bill of Quantities
Date:

BILL OF QUANTITIES						
Item	Description	Qty	Unit	Material Cost	Labor Cost	Amount
Year 2019						
I	Detailed Architectural Engineering Design	1.00	L.s.			
II	General Requirements	1.00	L.s.			
III	Site Preparation	1.00	L.s.			
IV	Earthworks	1.00	L.s.			
V	Foundation	1.00	L.s.			
Year 2020						
VI	Concrete Framing and Floor	1.00	L.s.			
VII	Rough Electrical and Sanitary / Plumbing	1.00	L.s.			
VIII	Roof Deck	1.00	L.s.			
IX	Masonry Works	1.00	L.s.			
Year 2021						
X	Masonry Works	1.00	L.s.			
XI	Fire Protection	1.00	L.s.			
XII	Ceiling / Carpentry Works	1.00	L.s.			
XIII	Doors and Windows	1.00	L.s.			
XIV	Tile Works	1.00	L.s.			
XV	Sanitary and Plumbing Fixtures	1.00	L.s.			
XVI	Electrical and Mechanical Finishing Works	1.00	L.s.			
XVII	Painting Works	1.00	L.s.			

XVIII	Landscape and Greeneries	1.00	L.s.			
XIX	Parking and Entrances	1.00	L.s.			
			<i>Direct Cost:</i>			
	<i>Mark-up</i> (Overheads, Contingencies, Miscellaneous, Profit, Mobilization/Demobilization, VAT):					
			TOTAL PROJECT COST:			
Amount in Words: <hr/>						

Project: Coast Guard Base Taguig Land Development Project
Location: Coast Guard Base Taguig, M. L. Quezon St., Lower Bicutan, Taguig City
Subject: Bill of Quantities
Date:

BILL OF QUANTITIES						
Item	Description	Qty	Unit	Material Cost	Labor Cost	Amount
Year 2019						
I	Detailed Architectural Engineering Design	1.00	L.s.			
II	General Requirements	1.00	L.s.			
III	Perimeter / Security Fence / Gates	1.00	L.s.			
Year 2020						
IV	Site Preparation (Demolition / Clearing / Disposal)	1.00	L.s.			
V	Earthworks (Excavation, Compact Filling, Backfilling, Shoring and Finish Grading	1.00	L.s.			
VI	Drainage Network System	1.00	L.s.			
VII	Sewer Lines Network System	1.00	L.s.			
Year 2021						
VIII	Sewer Lines Network System	1.00	L.s.			
IX	Electrical Distribution System	1.00	L.s.			
X	Road Network System (including curbs, gutters and sidewalks, parking and park provisions	1.00	L.s.			
XI	Water Supply Line Network System	1.00	L.s.			
XII	Fire Protection Network System	1.00	L.s.			
XIII	Landscaping and Greeneries	1.00	L.s.			
XIV	Guardhouses and Sentries	1.00	L.s.			

			<i>Direct Cost:</i>			
	<i>Mark-up</i> (Overheads, Contingencies, Miscellaneous, Profit, Mobilization/Demobilization, VAT):					
			TOTAL PROJECT COST:			
Amount in Words: <hr/>						

BILL OF QUANTITIES SUMMARY

Project Component	Amount (₱)			
	2019	2020	2021	Total
1. Coast Guard Base Taguig Land Development Project				
2. Construction of Maritime Security and Law Enforcement Command Barracks Building				
3. Construction of Maritime Security and Law Enforcement Command Headquarters Administration Building				
Grand Total				
<p>Amount in Words:</p> <hr/>				

Section IX. Bidding Forms

(Tab B)
(Supplier's Company Letterhead)

Project Name: _____
Bid Reference Nr: _____
Approved Budget for the Contract: _____

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.

All Ongoing Government and Private Contracts

Name of Contract	Date of Contract	Kinds of Goods	Value of Contract	Status of Contract	Date of Delivery	Purchase Order, Notice to Proceed or Contract
<u>GOVERNMENT CONTRACT</u>						
<u>PRIVATE CONTRACT</u>						
OUTSTANDING VALUE OF THE CONTRACT--						

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

(Tab C)
(Supplier's Company Letterhead)

Project Name: _____
Bid Reference Nr: _____
Approved Budget for the Contract: _____

Statement of bidder's Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty (50%) of the ABC.

Name of Contract	Date of Contract	Kinds of Goods	Value of Contract	Status of Contract	Date of Delivery	End User's Acceptance or Official Receipts No.

The following Proofs of Completion for such contract must be submitted:

- 1. Owner's Certificate of Final Acceptance; or**
- 2. Certificate of Completion and whenever applicable, the Constructors Performance Evaluation Summary (CPES) Final Rating, which must be satisfactory.**

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

(Supplier's Company Letterhead)

Name of Project: _____
Public Bidding Nr: _____
ABC: _____

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (Tab E)

This is to certify that our NET FINANCIAL CONTRACTING CAPACITY (NFCC) is (amount in words)
(Php _____). The amount is computed as follows:

$$\text{NFCC} = (\text{CA} - \text{CL}) \times \text{K} \div \text{C}$$

Where:

CA- Current Assets _____
Less: _____
CL- Current Liabilities _____

Multiplied by K (15) _____

Less: _____
C – Total Outstanding & Ongoing Contracts _____

NFCC _____

Issued this day of _____.

Certified Correct:

(Authorized Rep's Name & Signature)

(Tab F)
JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between
_____ of legal age, , (Civil Status)
owner/proprietor of _____
and a resident of .

- and -
_____ of legal age, , (Civil Status)
owner/proprietor of and a resident of .

THAT both parties agree to be jointly and severally liable for the entire agreement;

THAT both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project/s to be conducted by the Philippine Coast Guard:

_____.

(Name of Project)

That both parties agree that and/or, shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Project/s until terminated by both parties.

Done this day of , in .

(Name and Signature of JV Partner)

(Name and Signature of JV Partner)

SUBSCRIBED AND SWORN to before me this day of , 20__ affiant
exhibited to me his Competent Evidence of Identity No. _____ issued on
at, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____

TIN No. _____
Doc. No. _____
Page No. _____
Book No. _____
Series of _____

REPUBLIC OF THE PHILIPPINES)
CITY OF)S.S.

x ----- x

AFFIDAVIT OF BID SECURING DECLARATION (TAB G)

Invitation to Bid/Request for Expression of Interest No.: *[Insert reference number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/We will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/We will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid-Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:

- (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
- (b) I am/We are declared ineligible or post-disqualified upon receipt of your notice to such effect, and I/we failed to timely file a request for reconsideration or I/we filed a waiver to avail of said right;
- (c) I am/We are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid, and I/we have furnished the Performance Security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/this day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

Affiant

SUBSCRIBE AND SWORN to before me this day of [month] [year] at [place of execution], 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 of Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her issued on at.

Witness my hand and seal this day of [month] [year]

NAME OF NOTARY PUBLIC

Serial No. of Commission

Notary Public for until _____

Roll of Attorneys No. _____

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

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

Doc No. _____
Page No. _____
Book _____ No. _____

Series No. _____

OTHER FORM OF BID SECURITY: IRREVOCABLE STANDBY LETTER OF CREDIT (Tab G)

Irrevocable
Standby Letter of Credit
No. _____

Name of Bidder. IAEB Number. Page ____ of ____.

WHEREAS, _____
[Name and Address of Bidder]
(hereinafter called the "Bidder") has submitted his bid dated, for the (hereinafter called the "Bid").
[Name of Project]

KNOW ALL MEN by these presents that We, of _____
[Name of Bank]
, having our registered office at _____
[Name of Country] [Address of Bank]
, (hereinafter called the "Bank,") are bound unto
Department of National Defense (hereinafter called "the ENTITY"), in the sum of _____
, for which payment well and truly to be made to the said ENTITY the Bank binds himself, his successor and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 2009. THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
2. If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
 - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay to the ENTITY up to the above amount upon receipt of his first written demand, without the ENTITY having to substantiate his demand, provided that in his demand the ENTITY will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The IRREVOCABLE STANDBY LETTER OF CREDIT will remain in force up to and including the date ONE HUNDRED TWENTY (120) CALENDAR DAYS after the deadline for submission of Bids as such deadline is in the Instructions to Bidders or as it may be extended by the ENTITY, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____
WITNESS _____ SEAL _____
(Signature, Name and Address)

CONTRACTOR'S CERTIFICATION ON KEY PERSONNEL FOR THE CONTRACT

Date of Issuance

Name of Head of Procuring Entity

Position

Name of Procuring Entity

Address

Dear Sir/Madame:

Supplementing our Organizational Chart for the above stated Contract, we submit, and certify as true and correct, the following information:

1. We have engaged the services of the following key personnel to perform the duties of the positions indicated in the above stated Contract if it is awarded to us:

Proposed Position	Name	Cost of Biggest Project Handled		Years of Experience	
		By Person	Min. Req'd.	Of Person	Min. Req'd.
Project Manager			50% of ABC		
Project Engineer			50% of ABC		
Materials Engineer			50% of ABC		
Foreman			50% of ABC		

(use additional table, if necessary)

2. We submit the enclosed Affidavits of Commitment to Work on the Contract of these key personnel.
3. We ensure that the abovementioned personnel shall employ their best care, skill, and ability in performing the duties of their respective positions in accordance with the provisions of the Contract, including the Conditions of Contract, Specifications, and Drawing, and that they shall be personally present at the jobsite during the period of their assignment in the Contract.
4. In the event that we choose to replace any of the abovementioned key personnel, we shall submit to you in writing at least fourteen (14) days before making the replacement, for your approval, the name and biodata of the proposed replacement whose experience shall be equal to or better than the person to be replaced.

5. We understand that any violation of the above stated conditions shall be a sufficient found for us to be disqualified from this Contract and future biddings of the Philippine Coast Guard.

Very truly yours,

(Name/Signature of Bidder's Authorized Representative)

KEY PERSONNEL'S AFFIDAVIT OF COMMITMENT TO WORK ON THE CONTRACT

Date of Issuance

Name of Head of Procuring Entity

Position

Name of Procuring Entity

Address

Dear Sir/Madame:

1. I confirm that Name of Contractor has engaged my services for the position of _____ in the above stated Contract if it is awarded to the Contractor.
3. I, therefore, commit to assume the said position in the above stated Contract once it is awarded to the Contractor, and I shall employ the best care, skill, and ability to perform the duties of such position in accordance with the Conditions of Contract, Specifications, Drawings, and other provisions of the Contract Agreement. I am aware that I have to stay in the jobsite for the duration of my assignment.
3. I do not allow the use of my name to enable the Contractor to qualify for the above stated Contract without my commitment to assume the said position, since I understand that to do so shall be a sufficient ground for my disqualification from this Contract and future biddings of the Philippine Coast Guard.

5. I submit, and certify as true and correct, my bio-data as follows:

- a. Name : _____
- b. Date of Birth : _____
- c. Nationality : _____
- d. Educational Attainment : _____
- e. Specialty : _____
- f. PRC License No. and Date : _____
- g. Employment Record : _____

Name & Address of Employer	Position	From Mo./Yr.	To Mo./Yr.	Total Period Yrs. & Mos.

h. Work Experience (Projects Handled):

i. Proj. Name & Location ii. Owner's Name & Address iii. My Position	i. Proj. Description ii. Total Proj. Cost	i. Part of Proj. I Handled ii. Cost of Part	i. Start Date ii. Compl. Date
<u>Completed Projects:</u>			

<u>On-going Projects:</u>			

(use another sheet, if necessary)

Very truly yours,

Name and Signature of Personnel

Noted by:

Name and Signature of Contractor's Authorized Representative

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)

SUBSCRIBED and SWORN TO before me this ____ day of _____, 20 ____ at _____, affiant exhibiting to me his/her Residence Certificate No. _____ issued at _____ on _____.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series No. _____

Until _____
PTR No. _____
Issued at _____
Issued on _____

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

STATEMENT OF AVAILABILITY OF KEY PERSONNEL

I, _____, of legal age, married, and residing at _____, affiant, after having been duly sworn in accordance with law, de hereby depose and state that:

I am the _____ of _____ with office address at _____:

1. That I will make available the Key Personnel intended for the above-named project;
2. That I further pledge and commit that all these Personnel required for the project will be available until the project is completed;
3. That this affidavit is being executed by the undersigned to attest to the facts stated herein.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2019 at Iligan City.

Name and Signature of Contractor's Authorized Representative

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

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2014 in _____, Philippines. Affiant exhibiting to me his Community Tax Certificate No. _____ issued on _____ at _____.

Notary Public

Doc No: _____
Page No.: _____
Book No.: _____
Series of 2015

REPUBLIC OF THE PHILIPPINES)

CITY OF _____)S.S.

STATEMENT OF AVAILABILITY OF EQUIPMENT

I, _____, of legal age, married, and residing at _____, affiant, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the Authorized Representative of _____ with office address at _____:
2. That I will make available the various equipment intended for the use of the above-mentioned project;
3. That I further pledge and commit that all these equipment required for the project will be mobilized to the project site if awarded the **above-mentioned project**, until its completed;
4. That this affidavit is being executed by the undersigned to attest to the facts stated herein.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 201_ at _____.

Authorized Representative

REPUBLIC OF THE PHILIPPINES)

CITY OF _____)S.S.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 201_ in _____, Philippines. Affiant exhibiting to me his Community Tax Certificate No. _____ issued on _____ at _____.

Notary Public

Doc No.: _____

Page No.: _____

Book No.: _____

Series of 2015

SUMMARY OF EQUIPMENT RENTAL RATES

DESCRIPTION	DAILY RATES

SUMMARY OF LABOR RATES

DESCRIPTION	COST PER UNIT

SUMMARY OF MATERIAL COST

DESCRIPTION	COST PER UNIT

Submitted by:

Date:

(Tab I)
Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

1. *Select one, delete the other:*

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

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

2. *Select one, delete the other:*

If a sole proprietorship: As the owner and sole proprietor of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

6. *Select one, delete the rest:*

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

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

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and

Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Make an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____
at _____, Philippines

Bidder's Representative/Authorized Signatory

SUBSCRIBE AND SWORN to before me this _____ day of [month] [year] at [place of execution], 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 of Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her issued on at.

Witness my hand and seal this day of [month] [year]

NAME OF NOTARY PUBLIC
Serial No. of Commission
Notary Public for until
Roll of Attorneys No.
PTR No. [date issued], [place issued]
IBP No. [date issued], [place issued]

Doc No. _____
Page No. _____
Book No. _____
Series No. _____

(Tab A of Financial Components)

Bid Form

Date: _____
IB¹ N°: _____

To: *[name and address of PROCURING ENTITY]*

Address: *[insert address]*

We, the undersigned, declare that:

(a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;

(b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;
The discounts offered and the methodology for their application are: *[insert information]*;

(c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;

(e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;

(f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than _____ alternative offers in accordance with the Bidding Documents;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;

(h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

(i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

(j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the *[Name of Project]* of the *[Name of the Procuring Entity]*.

¹ If ADB, JICA and WB funded projects, use IFB.

(k) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of: _____

Date: _____

Form of Contract Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Apply for Eligibility and to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Credit line issued by a licensed bank, if any;
 - (l) Notice of Award of Contract and the Bidder's conforme thereto;
 - (m) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

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

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

Binding Signature of PROCURING ENTITY

Binding Signature of Contractor

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

The (for the Supplier).

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY] [name of Contract]*

Gentlemen and/or
Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 39 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoe ver right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours
truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

COVER PAGE

CONTRACTOR'S CERTIFICATION

TECHNICAL PROPOSAL

No. of Pages

Remarks

(In Words) (In figure)

- () Numbered Consecutively at top right-hand margin.
- () Each Page Signed by Bidder below page number
- () Set of documents-properly book bound as required.

(Name of Contractor)

(Authorized Representative)

(Date)

COVER PAGE

CONTRACTOR'S CERTIFICATION

FINANCIAL PROPOSAL

No. of Pages

(In Words)

(In figure)

Remarks

- () Numbered Consecutively at top right-hand margin.
- () Each Page Signed by Bidder below page number
- () Set of documents-properly book bound as required.

(Name of Contractor)

(Authorized Representative)

(Date)

CONFLICT OF INTEREST

Republic of the Philippines)
_____) S.S.

I, _____, of legal age, married, Filipino and residing at _____, Philippines, after having been duly sworn in accordance with law, do hereby depose and say that:

1. I am the duly authorized representative/proprietor of _____ with office address at _____;
2. I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as shown in the attached authority of signing official duly notarized;
3. _____ has no controlling shareholders in common with another Bidder;
4. _____ did not receive any direct or indirect subsidy from any other Bidder;
5. _____ do not have the same legal representative as that of another Bidder for purposes of this Bid;
6. _____ has no relationship, directly or through third parties, that puts us in a position to have access to information about of influence on the bid of another Bidder or influence the decision of the Procuring Entity regarding this bidding process. This will include a firm or an organization 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;
7. _____ did not submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
8. _____ did not participate 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
9. _____ did not lend 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.

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

Proprietor

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____ 20_____, affiant exhibiting
his/her Community Tax Certificate No. _____ issued on _____ at
_____.

Notary Public

Doc. No. _____

Page No. _____

Book No. _____

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