

Republic of the Philippines
Department of Social Welfare and Development

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BIDDING DOCUMENTS

CONSTRUCTION OF EXPANSION AND IMPROVEMENT OF THREE-STOREY OFFICE WAREHOUSE WITH ROOF DECK AT AURORA UNDER DESIGN AND BUILD SCHEME

ITB NO. GOP/DSWD3-2021-08-003
(PR No. 2021-08-519)

AUGUST 2021

PHILIPPINE BIDDING DOCUMENTS

**Procurement of
INFRASTRUCTURE
PROJECTS**

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BDS – Bid Data Sheet.

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GCC – General Condition of Contract.

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

IB – Invitation to Bid.

ITB – Instruction to Bidders.

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SCC – Special Condition of Contract.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Republic of the Philippines
Department of Social Welfare and Development

DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis,
City of San Fernando Pampanga, Philippines 2000
Tel: (045) 861 – 2413; Telefax: (045) 961 – 2413
Email: fo3@dswd.gov.ph
Website: <http://www.dswd.gov.ph>

INVITATION TO BID FOR

**CONSTRUCTION OF EXPANSION AND IMPROVEMENT OF
THREE-STOREY OFFICE WAREHOUSE WITH ROOF DECK AT
AURORA UNDER DESIGN AND BUILD SCHEME**

ITB NO. GOP/DSWD3-2021-08-003
(PR No. 2021-08-519)

1. The **Department of Social Welfare and Development (DSWD) Field Office III**, through the **General Administration Support Services Funds** intends to apply the sum of **Fifty-Eight Million Sixty Thousand Million Pesos (PhP58,060,000.00)** being the Total Approved Budget for the Contract (ABC) to payments under the contract for **Construction of Expansion and Improvement of Three-Storey Office Warehouse with Roof Deck at Aurora Under Design and Build Scheme** under ITB No. **GOP/DSWD3-2021-08-003**.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

1. The **DSWD** now invites bids for the above Procurement Project. Completion of the Works is required **within three hundred sixty (360) calendar days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
2. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the updated 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 and Annex “G” Guidelines for the procurement and implementation of contracts for design and build infrastructure projects of the same IRR.
3. Interested bidders may obtain further information from **DSWD Bids and Awards Committee (BAC) Secretariat** and inspect the Bidding Documents at the address given below from **Monday to Friday at 8:00 a.m. to 5:00 p.m.**
4. A complete set of Bidding Documents may be acquired by interested bidders on **27 August 2021 to 8 September 2021** from the given address and website/s below and upon payment of the applicable fee for the Bidding Documents, in the amount of **Fifty Thousand Pesos (PhP 50,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
5. The **DSWD Field Office III** will hold a **Pre-Bid Conference** on 27 August 2021, **10:00 a.m.** at **DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis, City of San Fernando, Pampanga, Philippines**, through video conferencing or

webcasting via Google Meet, which shall be open to prospective bidders.

6. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **08 September 2021, 9:00 a.m. Late bids shall not be accepted.**
7. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
8. **Bid Opening** shall be on **08 September 2021, 10:00 a.m. at DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis, City of San Fernando, Pampanga, Philippines**, and/or through video conferencing or webcasting via Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. 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.

The schedule of site inspection for those who will intend to purchase the Bidding Documents shall be from **27 August 2021 to 8 September 2021 from Monday to Friday at 8:00 a.m. to 5:00 p.m.** Bidders **must coordinate with BAC Secretariat Office via email** in order to properly schedule the conduct of site inspection with the end-user office.
10. The **DSWD** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

THE CHAIRPERSON

Bids and Awards Committee
c/o BAC Secretariat
DSWD Field Office III, Diosdado
Macapagal Government Center,
Maimpis, City of San Fernando,
Pampanga, Philippines
Tel: (045) 861 – 2413
Telefax: (045) 961 – 2413

You may visit the following websites:

For downloading of Bidding Documents:

ps-philgeps.gov.ph - Website of the Philippine Government Electronic
Procurement System (PhilGEPS)

www.fo3.dswd.gov.ph – Website of the DSWD Field Office III


VENUS F. REBULDELA
Bids and Awards Committee Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Social Welfare and Development Field Office III (DSWD – FO III)** invites Bids for the **Construction of Expansion and Improvement of Three- Storey Office Warehouse with Roof Deck at Aurora Under Design And Build Scheme** with Project Identification Number **ITB No. GOP/DSWD3-2021-003**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2021** in the amount of **Fifty-Eight Million Sixty Thousand Million Pesos (PhP58,060,000.00)** being the Total Approved Budget for the Contract (ABC).

2.2. The source of funding is **the Republic Act No. 11518 General Appropriations Act FY2021 under DSWD**.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that **subcontracting is not allowed**.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

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

15. Bid Security

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

15.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from the date of the opening of bids**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																			
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p>Contractor shall have a Single Largest Completed Contract with similar project contract and scope such as construction of Building with Architectural, Electrical, Mechanical, Sanitary works and concrete pavement works involving both components: design component (architectural/engineering aspect of the project) and construction component (infrastructure aspect of the project) within five (5) years from the deadline of bid submission, whose value of contract amount must be at least fifty percent (50%) of the ABC supported by the Contractors Performance Evaluation System rating or a certificate of satisfactory rating or certificate of satisfactory completion of the project issued by the owner of the previous completed project.</p> <p>In the event that the bidder does not have a similar largest completed contract for design and build, it should submit at least one (1) similar contract for design, which should be at least fifty percent (50%) of the ABC for the project and at least one (1) contract for construction, each of which should be at least fifty percent (50%) of the cost of the ABC.</p>																		
7.1	No further instruction.																		
10.3	<p>In accordance with PCAB BOARD RESOLUTION No. 201 Series of 2017, the minimum required license category for this Project is license category:</p> <table><tr><th>Size Range</th><th>Single Largest Project</th><th>License Category</th><th>Classification</th></tr><tr><td>Medium A</td><td>Above Php 15M up to P75M</td><td>B</td><td>General Engineering / General Building</td></tr></table>	Size Range	Single Largest Project	License Category	Classification	Medium A	Above Php 15M up to P75M	B	General Engineering / General Building										
Size Range	Single Largest Project	License Category	Classification																
Medium A	Above Php 15M up to P75M	B	General Engineering / General Building																
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table><tr><th>Key Personnel</th><th>Minimum Years of Experience/ General/Relevant Experience</th></tr><tr><td>CONSTRUCTION PERSONNEL</td><td></td></tr><tr><td>1. Project Manager</td><td>Five (5) years</td></tr><tr><td>2. Licensed Project Engineer</td><td>Five (5) years</td></tr><tr><td>3. Structural Engineer</td><td>Five (5) years</td></tr><tr><td>4. Licensed Architect</td><td>Five (5) years</td></tr><tr><td>5. Licensed Electrical Engineer</td><td>Three (3) years</td></tr><tr><td>6. Licensed Mechanical Engineer</td><td>Three (3) years</td></tr><tr><td>7. Accredited Material Engineer</td><td>Five (5) years</td></tr></table>	Key Personnel	Minimum Years of Experience/ General/Relevant Experience	CONSTRUCTION PERSONNEL		1. Project Manager	Five (5) years	2. Licensed Project Engineer	Five (5) years	3. Structural Engineer	Five (5) years	4. Licensed Architect	Five (5) years	5. Licensed Electrical Engineer	Three (3) years	6. Licensed Mechanical Engineer	Three (3) years	7. Accredited Material Engineer	Five (5) years
Key Personnel	Minimum Years of Experience/ General/Relevant Experience																		
CONSTRUCTION PERSONNEL																			
1. Project Manager	Five (5) years																		
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4. Licensed Architect	Five (5) years																		
5. Licensed Electrical Engineer	Three (3) years																		
6. Licensed Mechanical Engineer	Three (3) years																		
7. Accredited Material Engineer	Five (5) years																		

8. Licensed Sanitary Engineer	Three (3) years
9. Safety Engineer	Five (5) years
10. Licensed Geodetic Engineer	Three (3) years as lot surveyor

SKILLED PERSONNEL	
1. Licensed Project Engineer	Five (5) years
2. Structural Engineer	Five (5) years
3. Licensed Architect	Five (5) years
4. Licensed Electrical Engineer	Three (3) years
5. Licensed Mechanical Engineer	Three (3) years
6. Accredited Material Engineer	Five (5) years
7. Licensed Sanitary Engineer	Three (3) years
8. Safety Engineer	Five (5) years
9. Licensed Geodetic Engineer	Three (3) years as lot surveyor
10. Master Electrician	Five (5) years
11. ACU Technician Installer	Five (5) years
12. Glass Technician / Installer	Five (5) years
13. Elevator Installer / technician	Five (5) years in construction industry
14. General Foreman	Eight (8) years of finishing works in construction industry

10.5	<p>The minimum major equipment requirements are the following:</p> <table><tr><th>Equipment</th><th>Capacity</th><th>Number of Units</th></tr><tr><td>1. Backhoe</td><td>0.52-0.8 m³ Bucket Capacity</td><td>1</td></tr><tr><td>2. Payloader</td><td>0.8m³ 1.5m³ loading Capacity</td><td>1</td></tr><tr><td>3. Dumptruck</td><td>9m³ to 11m³ loading Capacity</td><td>1</td></tr><tr><td>4. Road Roller</td><td>10 to 12 m.t capacity</td><td>1</td></tr><tr><td>5. Service Truck</td><td>4m³ to 6m³ Capacity</td><td>1</td></tr><tr><td>6. Concrete Vibrator</td><td></td><td>2</td></tr><tr><td>7. Rebar Cutter</td><td></td><td>2</td></tr><tr><td>8. Rebar Bender</td><td></td><td>2</td></tr><tr><td>9. Chipping Gun/ Drilling Tools</td><td>1.5 to 13mm Chuck range capacity</td><td>3</td></tr><tr><td>10. Grinder Portable/ Machine</td><td>at least 0.6 Mpa Minimum OAP</td><td>2</td></tr><tr><td>11. Welding Machine</td><td>50 - 400 amperes Current range</td><td>1</td></tr><tr><td>12. Water Pump</td><td>5 - 10 hp</td><td>2</td></tr><tr><td>13. Cut-off Machine</td><td>at least Cutting capacity: 119x119 for square, 130x130 for L-shape, and 100x130 for rectangular</td><td>1</td></tr><tr><td>14. Digital Volt Meter/ Multi-meter</td><td>at least has 400A absolute Maximum AC Current Measurement & 600V AC&DC absolute Max. Voltage Measurement</td><td>1</td></tr><tr><td>15. Generator set</td><td>at least 5KW capacity</td><td>1</td></tr><tr><td>16. One Bagger Mixer</td><td>4-6 cu.m. capacity</td><td>1</td></tr></table>	Equipment	Capacity	Number of Units	1. Backhoe	0.52-0.8 m³ Bucket Capacity	1	2. Payloader	0.8m³ 1.5m³ loading Capacity	1	3. Dumptruck	9m³ to 11m³ loading Capacity	1	4. Road Roller	10 to 12 m.t capacity	1	5. Service Truck	4m³ to 6m³ Capacity	1	6. Concrete Vibrator		2	7. Rebar Cutter		2	8. Rebar Bender		2	9. Chipping Gun/ Drilling Tools	1.5 to 13mm Chuck range capacity	3	10. Grinder Portable/ Machine	at least 0.6 Mpa Minimum OAP	2	11. Welding Machine	50 - 400 amperes Current range	1	12. Water Pump	5 - 10 hp	2	13. Cut-off Machine	at least Cutting capacity: 119x119 for square, 130x130 for L-shape, and 100x130 for rectangular	1	14. Digital Volt Meter/ Multi-meter	at least has 400A absolute Maximum AC Current Measurement & 600V AC&DC absolute Max. Voltage Measurement	1	15. Generator set	at least 5KW capacity	1	16. One Bagger Mixer	4-6 cu.m. capacity	1
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12	No further instruction.																																																			
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none">a. The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; orb. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond.																																																			
19.1	<p>For the detailed evaluation of the design and build proposals a two-step procedure shall be adopted by the BAC and/or TWG in accordance with Annex “G” of the updated 2016 revised IRR of RA 9184.</p> <p>First-Step Procedure:</p> <ul style="list-style-type: none">i. The first step of the evaluation shall involve the review of the preliminary conceptual designs and track record submitted by the contractor as indicated																																																			

	<p>in the Bidding Documents using a non-discretionary “pass/fail” criteria that involve compliance with the following requirements:</p> <p>a. Adherence of preliminary design plans to the required performance specifications and parameters and degree of details;</p> <p>b. Concept of approach and methodology for detailed engineering, design and construction with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions;</p> <p>c. Quality of personnel to be assigned to the project which covers suitability of key staff to perform the duties of the particular assignments and general qualifications and competence including education and training of the key staff;</p> <p>ii. For complex or unique undertakings, such as those involving highly specialized or advanced engineering technology, eligible bidders may be required, at the option of the agency concerned, to make an oral presentation within fifteen (15) calendar days after the deadline for submission of technical proposals.</p> <p>Review of the Technical Evaluation of the Design and Building Requirement which includes the design, approach, quality of personnel assigned and the experience of the firm using a point system, as follows:</p> <table><tr><td>Approach and Methodology</td><td>-</td><td>40 points</td></tr><tr><td>Quality of Proposed Personnel</td><td>-</td><td>40 points</td></tr><tr><td>Quality of Firm/Company Qualification And Work Experience</td><td>-</td><td>20 points</td></tr><tr><td colspan="3"><hr/></td></tr><tr><td>Total</td><td>-</td><td>100 points</td></tr></table> <p>The passing score is <u>70 points</u>.</p> <p>Refer to Section 16 of the TOR and Annex M for the detailed Evaluation Criteria. <i>(Please check this link: www.tinyurl.com/DSWDAnnexM)</i></p> <p>Second-Step Procedure:</p> <p>Only those bids that passed the above criteria shall be subjected to the second step of evaluation. The BAC shall open the financial proposal of each “passed” bidder and shall evaluate it using non-discretionary criteria - including arithmetical corrections for computational errors - as stated in the Bidding Documents, and thus determine the correct total calculated bid prices. The BAC shall automatically disqualify any total calculated bid price which exceeds the ABC. The total calculated bid prices (not exceeding the ABC) shall be ranked, in ascending order, from lowest to highest. The bid with the lowest total calculated bid price shall be identified as the Lowest Calculated Bid (LCB).</p>	Approach and Methodology	-	40 points	Quality of Proposed Personnel	-	40 points	Quality of Firm/Company Qualification And Work Experience	-	20 points	<hr/>			Total	-	100 points
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<hr/>																
Total	-	100 points														
19.2	Partial bids are not allowed.															

20	<p>The Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB) as the case may be, shall submit the following additional documents during the Post-Qualification Stage:</p> <ol style="list-style-type: none"> 1. Latest income tax returns (ITR) are those covering the immediately preceding year while latest business tax returns (BTR) are those filed within the last six (6) months preceding the date of bid submission, provided that such income and business tax returns is the most recent document that can be produced by the bidder without fault or delay on its part in filing the same with the BIR. <p>Note: Only the latest income and business tax returns filed and paid through the EFPS and printed thru the Tax Return Inquiry facility of the BIR shall be accepted.</p> <ol style="list-style-type: none"> 2. Updated PhilGEPS Certificate of Platinum Membership, in case the said document was not submitted during the opening of bids; and 3. Certificate of Site Inspection issued by the DSWD FO III Implementing Team (DRMD).
21	<p>The following documents shall be submitted by the winning bidder within fourteen (14) calendar days from receipt of the Notice to Proceed (NTP).</p> <ol style="list-style-type: none"> 1. Project Implementation Schedule reflecting its duration to 360 Calendar Days; 2. Design Phase schedule reflecting its duration to 30 calendar days; 3. Construction schedule reflecting its duration to 300 Calendar days; 4. Manpower Schedule; 5. Equipment utilization schedule; 6. List of Material with unit cost; 7. List of Equipment with rental unit cost; 8. List of construction workers with labor unit cost; 9. PERT-CPM 10. Site Organizational structure for this project

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	Completion Date is 360 calendar days from receipt of Notice to Proceed.
3.1	The Procuring Entity shall give possession of the site to the Contractor within seven (7) calendar days from receipt of NTP
6	The site investigation reports are: Certificate of Site Inspection. No further instruction.
7.2	The warranty against structural defects/failures is Fifteen (15) years.
8	As a rule, contract implementation guidelines for the procurement of Infrastructure Projects shall comply with the provision of Annex “E” of the 2016 revised IRR of RA 9184. Further, the provisions under Section 13 of Annex “G” of the same IRR shall supplement these procedures.
10	Dayworks are applicable at the rate shown in the Contractor’s original Bid.
11.1	The Contractor shall submit the Detailed Program of Work to the Procuring Entity’s Representative for approval within fourteen (14) calendar days after the issuance of the Notice to Proceed.
11.2	The amount to be withheld for late submission of an updated Program of Work is PhP50,000.00.

14	<p>Materials and equipment delivered on the site but not completely put in place shall be included for payment.</p> <p>The Payment for this project shall be made upon completion of the following activity/scope of works:</p> <table border="1" data-bbox="469 389 1366 1505"> <thead> <tr> <th data-bbox="469 389 906 439">PAYMENT TRANCHES</th><th data-bbox="906 389 1366 439">OUTPUTS / DELIVERABLES</th></tr> </thead> <tbody> <tr> <td data-bbox="469 439 906 846">1st Tranche : 5% payment of the total contract cost (Subject for Deduction of 10% Retention)</td><td data-bbox="906 439 1366 846">Upon signing on Contract of Agreements and approval of documentary provisions under item number C-2, C-5 & C-6 of Annex “D” (<i>Please check this link: www.tinyurl.com/DSWDAnnexD</i>)</td></tr> <tr> <td data-bbox="469 846 906 1178">2nd Tranche: 15% payment of the total contract cost (Subject for Deduction of 10% Retention)</td><td data-bbox="906 846 1366 1178">Must be Twenty Percent (20 %) of project completion/ physical accomplishment with the submission of Billing Statement, Progress/Accomplishment Report, Statement of Work Accomplished, Progress Photos, and Narrative Report.</td></tr> <tr> <td data-bbox="469 1178 906 1505">3rd Tranche: 30 % payment of the total contract cost (Subject for Deduction of 10% Retention)</td><td data-bbox="906 1178 1366 1505">Must be Fifty Percent (50 %) of project completion/ physical accomplishment with the submission of Billing Statement, Progress/Accomplishment Report, Statement of Work Accomplished, Progress Photos, and Narrative Report.</td></tr> </tbody> </table>	PAYMENT TRANCHES	OUTPUTS / DELIVERABLES	1st Tranche : 5% payment of the total contract cost (Subject for Deduction of 10% Retention)	Upon signing on Contract of Agreements and approval of documentary provisions under item number C-2, C-5 & C-6 of Annex “D” (<i>Please check this link: www.tinyurl.com/DSWDAnnexD</i>)	2nd Tranche: 15% payment of the total contract cost (Subject for Deduction of 10% Retention)	Must be Twenty Percent (20 %) of project completion/ physical accomplishment with the submission of Billing Statement, Progress/Accomplishment Report, Statement of Work Accomplished, Progress Photos, and Narrative Report.	3rd Tranche: 30 % payment of the total contract cost (Subject for Deduction of 10% Retention)	Must be Fifty Percent (50 %) of project completion/ physical accomplishment with the submission of Billing Statement, Progress/Accomplishment Report, Statement of Work Accomplished, Progress Photos, and Narrative Report.
PAYMENT TRANCHES	OUTPUTS / DELIVERABLES								
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3rd Tranche: 30 % payment of the total contract cost (Subject for Deduction of 10% Retention)	Must be Fifty Percent (50 %) of project completion/ physical accomplishment with the submission of Billing Statement, Progress/Accomplishment Report, Statement of Work Accomplished, Progress Photos, and Narrative Report.								

	4th Tranche: 30 % payment of the contract price (Subject for Deduction of 10% Retention)	Must be Eighty Percent (80 %) of project completion/ physical accomplishment with the submission of Billing Statement, Progress/ Accomplishment Report, Statement of Work Accomplished, Progress Photos, and Narrative Report.	
	5th Tranche (Final Progress Billing): 20 % payment of the contract price (Subject for Deduction of 10% Retention)	Must be Hundred Percent (100%) physical completed Upon with submission of Billing Statement, Contractors accomplishment reports, Statement of Work Accomplished, Progress Photos, Narrative report, Contractors certificate of completion, contractors request for acceptance and turn-over certificate, complete set of As-built Plan with signed and Sealed by the complete engineering discipline.	
	Guidelines for the release of Retention Money: <table><tr><td>Retention Money (10 % payment of the total contract price)</td><td>Must be two (2) months from the liability period and or from date of Final acceptance and without damage/ defect of installed items upon submission of Contractors warranty security which equivalent to the amount retention money and issued by the private insurance company, notarized Certificate of warranty, signed & Approved punch list report.</td></tr></table>		Retention Money (10 % payment of the total contract price)
Retention Money (10 % payment of the total contract price)	Must be two (2) months from the liability period and or from date of Final acceptance and without damage/ defect of installed items upon submission of Contractors warranty security which equivalent to the amount retention money and issued by the private insurance company, notarized Certificate of warranty, signed & Approved punch list report.		
15.1	The date by which operating and maintenance manuals are required is within thirty (30) calendar days from the date of completion. The date by which “as built” drawings are required is within thirty (30) calendar days from the date of completion.		
15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is One Hundred Fifty Thousand Pesos (PhP150,000.00).		

Section VI. Specifications

Scope of Work

A. DESIGN PHASE

I. DETAILED ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

Services for Detailed Architectural and Engineering Design, Complete discipline with Signed & Sealed Detailed Engineering Design Plans for Securing Permits, Structural Analysis Signed & Sealed by Structural Engineer and other analysis needed for this project
(Refer to the TOR for detailed)

B. CONSTRUCTION PHASE

I. General Requirements

- a. Mobilization
- b. Occupational Safety and Health
- c. Medicine Cabinet with First Aid
- d. Demobilization
- e. COA Billboard
- f. Project Billboard

II. Site Development Works

- a. Structure Excavation (Footing, Tie Beam, Retaining Wall and Septic tank)
- b. Embankment from Structure Excavation
- c. Embankment from Selected Borrow
- d. Gravel Beddings
- e. Drainage System Tapping to Existing Outflow
- f. Soil Testing
- g. Soil Poisoning

III. Structural Works

- a. Structural Concrete

IV. Roofing Works

- a. Fabrication and Installation of Structural Steel and Roofing

V. Architectural Works

- a. Masonry
- b. Wall and Doors and Jambs with Complete Accessories
- c. Windows
- d. Floor Finishes
- e. Water Proofing
- f. Railings
- g. Ceiling

VI. Sanitary/Plumbing Works

- a. Water Lines
- b. Sewer Lines
- c. Sanitary/Plumbing Fixture
- d. Storm Drainage and Down Spout

VII. Mechanical Works

- a. Automatic Fire Sprinkler
- b. Fire Detection and Alarm System
- c. Elevator with AVR

- VIII. Electrical Works
 - a. Electrical Conduits Works
 - b. Wires and Wiring Devices
 - c. Panelboard
 - d. Lighting Fixtures
 - e. Network Cabling Rough-ins
- IX. Painting Works
 - a. Masonry Painting
 - b. Metal Painting
 - c. Wood Painting
- X. Supply and Installation of 24 Unit CCTV Camera
- XI. Supply and Installation of Office System
- XII. Installation of Cooling System
- XIII. Landscaping
- XIV. Installation of Water System
- XV. Installation of Warehouse Racking System
- XVI. Supply and Installation of 2 Unit Generator Sets, 60kVA - 100kVA (3P)
- XVII. Construction of Perimeter Fence
- XVIII. Fabrication of Furniture
- XIX. Fabrication of Stainless-Steel Preparation Table
- XX. Supply and Delivery of PVC Pallets
- XXI. Hauling and Disposal
 - a. Clearing, Disposal and Hauling of Unnecessary Materials
- XXII. Other Engineering Works / Compliance
 - a. (Pre-& During Construction Phase) Processing of Building Permit including its Fees, Gov't Clearances and fees, Location Clearance fees and application, Electric Temporary Connections Fees, Water District Temporary Connections, (Tax Inclusive for all permits), Preparation of grounds breaking ceremonies & Inauguration ceremonies.
 - b. (Post Construction Phase) Processing of Occupancy Permits and fees, Processing of Permit to Operate for Generator and Elevators, Securing Permanent Electric Connections and Fees, Securing Permanent Water District Connections and Securing/Processing, Application & Accreditation of DSWD Pollution Control Officers and other Necessary requirements.

TERMS OF REFERENCE

1. Project Information:

- a. Project Title:** Construction of Expansion and Improvement of Three – Storey Office Warehouse with roof deck including other facilities at Aurora Province under Design and Build Scheme
- b. Project Duration:** Three Hundred Sixty (360) Calendar days commencing Seven (7) Calendar Days upon receipt of Notice to Proceed (NTP)
- a. Project Location:** 121° 31' 52.363" E, 15° 44' 54.091" N Brgy. Bacong, San Luis, Aurora
- c. Proponent:** DSWD Provincial Extension Office Aurora and Disaster Response Management Division
- d. Budgetary Requirement:** Fifty-Eight Million Eight Hundred Twenty Thousand Pesos (₱ 58,820,000.00)
- e. Objective:**
 - To increase the warehouse capacity of Family Food Packs from 3,000 to 10,000;
 - To provide office spaces for DPEO Aurora staff;
 - To secure vicinity and ensure safety of personnel, warehouse and equipment;
 - To provide accommodation to workers, guests and visitors;
 - To enhance the existing structure through the conduct of repair and maintenance.
- f. Legal Bases:**
 - PD 1445 – Requires all government agencies to established effective and efficient system of managing its assets, to safeguard them from loss and illegal and improper disposition;
 - Chapter 10 Volume 1 of the Government Accounting Manual – Property Plant and Equipment; and
 - Chapter 4 of the COA Training Handbook on Property and Supply Management System – Storage, Warehousing and Inventory Taking.
 - RA 10121 – Philippine Disaster Risk Reduction and Management Act of 2010
 - DSWD AO 3 s. 2015 – Disaster Response Operations Guidelines
 - DSWD AO 2 s. 2021 – Omnibus Guidelines on FNI and Logistics Management for Disaster Response Operations

2. Background of the Project:

As the Vice – Chairperson for Response and the Cluster Head in the provision of food and non-food items (NFIs), the Department of Social Welfare and Development is mandated to ensure delivery of immediate relief and early recovery services to disaster affected families. The Province of Aurora is prone to disaster and typhoons given its geographical location. As such, the Department often experience challenges in the provision of relief assistance to affected families in a timely manner especially when roads and bridges are damaged. The food and non-food items to be distributed were mostly transported from the Regional Office

or the National Resource Operations Center (NROC) to the Province of Aurora. Even the affected LGUs found difficulty transporting/ hauling the goods especially during massive disaster.

With the expansion of the existing DSWD warehouse in San Luis, Aurora, the Field Office can preposition up to 10,000 FNIs in the province which are readily available to be distributed to the affected communities in times of disaster strengthening the Preparedness for Disaster Response capability of the Department.

Dated June 29, 2021, the request for capital outlay of the Field Office for the project: **Construction of DSWD Aurora expansion of warehouse including other facilities under the Design and Build scheme** (Initial Project Title) (Annex G of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184) amounting to **₱ 58,820,000.00** was approved by Secretary Rolando Joselito D. Bautista, chargeable against the Capital outlay of the Department, as authorized in the General Appropriations Act (Republic Act No. 11518). Under this scheme, the Procuring entity awards a single contract for the architectural and engineering (A&E) designs and construction to a single firm, partnership, corporation, joint venture or consortium.

The Bidders should possess the necessary qualifications in accordance with the Bidding Documents, including Annex G of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184. Prospective bidders shall provide the necessary architectural, engineering and supervision capability for the three - storey structure with roof deck.

Under Section 5 of the Annex G of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184, the Design and Build scheme shall be applied in the project at hand, specifically, *“For small projects where there are previously approved drawings or standard designs and an innovation in design and construction methods under the design and build scheme will result in lower costs and higher quality projects.”*

3. **Adoption of Annex “G” of 2016 IRR of R.A. No. 9184.** The Procurement of Design-Build and Contract Implementation of the Project shall be governed by Annex “G” Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects, the 2016 Revised Implementing Rules and Regulations of R.A. 9184 otherwise known as the Government Procurement Reform Act [hereinafter referred to as “2016 IRR of RA No. 9184”] and all applicable building codes, regulations, and Department Order which may be issued by the DPWH.
4. **Qualification of Bidders.** Bidders should possess the necessary qualification in accordance with Bidding Documents, including Annex “G” 2016 IRR of R.A. No. 9184. Prospective bidders shall provide the necessary architectural, engineering, and supervision capability for multi-storey building structure.
5. **Contractual Framework.** Annex “G” of 2016 IRR of R.A. No. 9184 provides the guidelines for design and build procurement. Briefly, the contractual arrangement for the project is the Design and Build Scheme. Under this scheme, the Procuring Entity award a single contract for the architectural and engineering [A&E] design and construction to a single firm, partnership, corporation, joint venture or consortium.
6. **Project Description:**

- b. **Location** 121° 31' 52.363" E, 15° 44' 54.091" N Brgy. Bacong, San Luis, Aurora
(Annex B - Site Development Plan & Location Plan via this link:
www.tinyurl.com/DSWDAnnexBC

- a. **Total Floor Area** – The expansion and improvement of warehouse in DSWD Aurora has an estimated Total Gross Floor Area (TGFA) of 1,561.86 square meters (including the existing structure)

Total Gross Floor Area [TGFA], Construction of Expansion and Improvement of Three – Storey Office Warehouse with roof deck including other facilities at Aurora Province under Design and Build scheme	Floor Area (sqm)
Ground Floor (Warehouse and Loading Bay, Information Area, Office Areas, Storage Areas, Lobby and Kitchen)	531.92
Second Floor (Multi-purpose Hall, Office Areas, Pantry, Lobby and Comfort Rooms)	297.02
Third Floor (Multi-purpose Hall, Accommodation Rooms, Pantry, Lobby and Comfort Rooms)	531.92
Roof Deck (Power House and Water Tank Area)	201.00
Approximately Total Gross Floor Area	1,561.86

6.4 Project Components – For the project components, refer to the table below:

Component	Particulars
Architectural and Detailed and Engineering Designs	Complete plans, drawings, specifications, Bill of Quantities and cost estimation, construction management, progress reports
Pre- & During Construction Engineering Services	Processing of Building Permit including its Fees, Gov't Clearances and fees, Processing Cutting and baling Permit including supplemental of seedlings at DENR, Location Clearance fees and application, Electric Temporary Connections Fees , Water District Temporary Connections, Perform of Lot survey by the Geodetic Engineer for the actual building location, Provision of Complete Signed & Sealed Detailed Engineering Design Plans for Securing Permits, Structural Analysis prepared, signed and sealed by Structural Engineer, Application of CPES Accreditation and Seminar requirement for DSWD CPES-Implementing Group, (Tax Inclusive for all permits), Preparation of ground breaking ceremonies & Inauguration ceremonies.
Site Civil Works	Conduct of Soil Boring Test, Site stabilization, Cutting and baling of trees including hauling of cut trees, Ground Embankment, ground leveling and grading including hauling unnecessary soil, sanitary works forming part of the site civil works, road pavements, road drainages system, storm drainage, sidewalk and gutters, PWD Ramp, pavement & PWD markings, etc., with pertinent plans and designs prepared, signed and sealed by a duly-Registered and Licensed Civil/ Geotechnical Engineer
Architectural Works	All masonry, finishing, rubber flooring for warehouse, acoustics/ FICEM Boards, metal spandrel, PVC span flex, LED lightings, moisture protection/thermal, glazing, wood/ plastics, fenestrations (doors & windows), Laminated Partition, Metal & Aluminum Claddings, wood

	cabinets (hanging & floor mounted), supply and installation of office system, metal racking files with pertinent plans and designs prepared, signed and sealed by a duly-Registered and Licensed Architect
Structural Works	Building Foundation (progressive type ideal for fifth (5) floors, earthquake-proof superstructure, roof deck roof trusses, including Power house structure etc., perimeter fence, with the pertinent plans and designs prepared, signed and sealed by a duly-Registered and Licensed Civil/structural Engineer, who must specialize in structural design practice.
Electrical Works	All electrical systems, including back-up power generator set, automatic transfer switch system, control panels for power, pumping system & elevators with AVR, transformer (240/480 kVA) with pertinent plans and designs prepared, signed and sealed by a duly Registered and Licensed Professional Electrical Engineer (PEE)
Mechanical Works	Fire Protection (with, dry and extinguisher), Electric elevator with AVR, Air-conditioning units (centralize, split wall type and window type), Installation of water system, Supply and installation of Generator Set with pertinent plans and designs prepared, signed and sealed by a duly Registered and Licensed Professional Mechanical Engineer(PME)
Plumbing Works	Water tanks, water cold supply systems, plumbing fixtures, with pertinent plans and designs prepared, signed and sealed by a duly Registered and Licensed MasterPlumber
Sanitary Works	Water sewage, sanitary and drainages systems with pertinentplans and designs prepared, signed and sealed by a duly Registered and Licensed Sanitary Engineer
Electronics and Communications Technology Works	Conceptualize, design, test and oversee the installation of communications and electronic systems that includes vertical and horizontal LAN cabling, CCTV-ready, audio systems, provision for data center/ server room, and Fire Detection and alarm system.
Repair works at the existing structure	Remove and replace roll-up doors, remove and replace of entire floor tiles, replacement / installation of ceiling, repair and installation of cabinets, demolition and construction of walls, remove and replace old doors and windows and remove and replace warehouse ventilation
Fabrication of Furniture	Fabrication of furniture with complete accessories i.e. information desks, cabinets - base and overhead (office area, kitchen, storage area, pantry), complete sofa set for all lobbies, multi-purpose hall tables and chairs, complete

	bed set and closet for all billeting rooms, dressing table for all rooms, coffee table for suite rooms (Please see Annex “B” via this link: www.tinyurl.com/DSWDAnnexBC
Landscaping	Landscaping of the lot vicinity
Racking System	Installation of 41 bay Warehouse Racking System (See Annex “O” via this link : www.tinyurl.com/DSWDAnnexO
Fabrication of Stainless Steel Preparation Table	Fabrication of Stainless-Steel Preparation Table for warehouse production activities (Please see Annex S for specifications via this link: www.tinyurl.com/DSWDAnnexS
Supply and delivery of PVC pallets	Supply and Delivery of PVC pallets for warehouse management (Please see Annex S for specifications)
Post Construction Engineering Services	Processing of Occupancy Permits, Securing Permanent Electrical Connections, Securing Permanent Water District Connections and Application & Accreditation of DSWD Pollution Control Officers and other Necessary requirements.

6.5 Concept Design Plans and Images – Annex C (Plans and Images) via this link:
www.tinyurl.com/DSWDAnnexBC

shows indicative concept plans and images. The concept drawings are for references but preferred design by the Procuring Entity. The Bidder/Contractor may propose alternative schemes in the Bid Proposal subject to final verification and confirmation by the Procuring Entity during the actual conduct of Architectural and Engineering Design Services by the Design and Build Contractor.

7. Scope of Design and Build Contract:

7.1 General Activities – The Contractor shall conduct the following:

7.1.1 Conduct of Architectural and Engineering (A&E Surveys) - Annex “G” of the 2016 Implementing Rules and Regulations of RA No. 9184 specified that the bidder shall conduct the surveys in its Bid Proposal and present to the DSWD their results and findings which would impact on the detailed A&E designs of the Project. The Bidder shall include the findings and recommendations and effects, if any, on the Technical and Financial Components of its Bid Proposal in its report on Conceptual Engineering Designs of the Project. The Bidder shall be responsible for the accuracy and verification of data in compliance with policies in Annex G;

7.1.2 Contract Implementation

As a rule, contract implementation guidelines for the procurement of Infrastructure Projects shall comply with the provision of Annex “E” of the 2016 revised IRR of RA 9184. Further, the provisions under Section 13 of Annex “G” of the same IRR shall supplement these procedures.

7.1.3 DPWH Engineering Survey Guidelines

7.1.3.1 *All surveys shall follow Chapter II, Part I, Volume I, Survey and Investigation, DPWH Design Guidelines, Criteria and Standard and Manual on Technical Requirements for Surveying and Investigation of Public Works and Highways Projects and applicable provisions of existing laws, codes or Department Orders.*

7.1.3.2 *Topographic Survey shall be undertaken by the use of an electronic total station or Real Time Kinematic GPS survey equipment or combination of both in order to gather the precise position of existing, waterways, drainage, structures, utilities, and other features as needed.*

7.2 Preparation of the Conceptual and Pre-Detailed Engineering Designs (CED) For the Project Components.

The Bidder shall prepare and submit to the DSWD the draft Conceptual Engineering Designs (CEDs) for each of the Components. The CEDs shall conform to the Minimum Performance Standards and Parameters and to the Initial Designs and Drawings of the DSWD. The contractor shall submit a report on the CED to the DSWD FO III.

Building design shall conform to the provisions of the National Building Code of the Philippines (PD 1096), National Structural Code of the Philippines, Electrical Engineering Law (RA 7920), Mechanical Engineering Law (RA 5336), Plumbing Code (RA 1378, 1993-1994 Revisions), Fire Code (RA 9514) and other laws and regulations covering environmental concerns and local ordinances and regulations.

7.3 Preparation of the Detailed Engineering Design [DED] for Approval of the DSWD.

7.3.1 After the Procuring Entity [DSWD] and Design and Build Contractor [DBC] have agreed on the CEDs, Bidder shall prepare and submit the final DED to the DSWD for approval. The Bidder shall adopt a format acceptable to the DSWD for its report.

7.3.2 Guidelines under Annex “G” of the 2016 IRR of RA 9184. Annex “G” defines, the following:

7.3.2.1 “Section 8. Detailed Engineering Requirements provides:

“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 investigations, surveys and designs in accordance with the provision of Annex “A” of the 2016 IRR, [with exception of the bid documents and the ABC]

“2. The procuring entity shall ensure that all the necessary schedules with regard to the submission, confirmation and approval of the detailed engineering design and the details of the construction methods and procedures shall be included in the contract documents.

“3. The procuring entity shall review, order rectification, and approve or disapprove – for implementation only – the submitted plans within these schedules. All instruction for rectification shall be in writing stating the reasons for such rectification. The design and build Contractor shall

solely responsible for the integrity of the detailed engineering design and the performance of the structure irrespective of the approval/confirmation by the procuring entity.”

7.3.2.2 Changes in Design and Construction Requirements. Section 13.5 provides-As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval.

7.3.3 Contractor’s responsibility. The data information in the Bidding Documents are for reference only. The procuring entity does not guarantee that these data are fully correct, up to date, and applicable to the project at hand. The Contractor is responsible for the accuracy and applicability of all data that it will use in its design and build proposal and services as stated in Section 7, Annex “G” of 2016 IRR of RA 9184.

8.0 Scope of Construction. The Contractor shall fully undertake the construction works for all the project components.

8.1 The Contractor shall implement the construction of the project in accordance with its Bid Proposal and any modifications, which may be agreed upon during the discussion on Conceptual Engineering Designs [CEDs] as officially recorded in the Minutes of Discussion with DSWD Project Management Team and final Detailed Engineering Designs approved by the DSWD.

8.2 The Contractor shall undertake the construction of the Project in accordance with the Minimum Performance Standards and Parameters [MPSP] and the DPWH Blue Book, Volume II.

9.0 Preliminary Studies and Design Activities Deliverables

9.1 General Responsibilities. The contractor shall perform the design services to the highest standards of professional and ethical competence and integrity. The Contractor’s responsibilities include but are not limited to the following:

9.1.1 Undertake and provide the detailed site development plan and detailed architectural and engineering design for the Project that conforms to the provisions of the latest National Building Code of the Philippines, National Structural Code of the Philippines, Electrical Engineering Law, Mechanical Engineering Law, Plumbing Code, Fire Code, Accessibility Law, DPWH Design Standards, and other laws and regulations covering safety and environmental concerns and local ordinances and regulations.

9.1.2 Accept full responsibility for any services to be performed under this TOR including applicable warranties on the quality and soundness of the design.

9.1.3 Facilitate and ensure that the design will be approved by the concerned government agencies, local government unit and utility providers.

9.1.4 Ensure that the Project Cost is maintained within the allotted ABC amount.

- 9.1.5** Provide on-call services during meetings with DSWD FO III and construction phase of the Project, answer queries/clarifications and provide technical assistance in the modification of the design that may arise during the implementation of the Project at no additional cost to DSWD FO III.

9.2 Site Inspection and Survey

- 9.2.1** Reconnaissance & Investigations shall include ocular inspection of the project site and its surrounding area;
- 9.2.2** Lot area shall be subject to preliminary detailed engineering survey;
- 9.2.3** The survey shall determine the area, topography, contours, elevation and surveys of existing trees at the project site;
- 9.2.4** Soil investigation shall include the testing and analyses of soil samples, soil boring tests five boreholes at 25 m. maximum depth or until hard strata is reached, geotechnical reports to determine load-bearing capacity and other relevant physical properties needed prior to production of construction drawings;

9.3 Conceptual Design.

The Floor Plans as shown in Annex B (Plans and Images) *via this link: www.tinyurl.com/DSWDAnnexBC* is only for ideation images of the Projects in its Approach and Work Plan as part of the Bid Proposal.

9.3.1 Preliminary Conceptual Design Plans in accordance with the degree of details specified by the procuring DSWD

The Schematic Documents to be submitted shall be a conceptual technical drawing of Architectural, Structural, Electrical, Mechanical, Sanitary and Plumbing, Fire Protection, Electronics, Electronics and Communications Technology Plans and Site Development based on the approved Conceptual Design and Design Brief. These documents shall be a technical presentation of the proposed design, comprising but not limited to:

- 9.1.1.1** Architectural Design which composed of;
- 3D Rendered Perspective (Exterior & Interior) w/ table of content
 - Site Development Plan, Location Plan & Vicinity;
 - Floor Plans Conceptual Design (Ground to Third Floor and roof deck);
 - Front, Rear, Left and Right-Side Elevations conceptual Design;
 - Sections Conceptual Design (Longitudinal Section, Cross Section /Transversal Section);
 - Finishing Schedule for Floors, Walls, Ceiling, Exterior finishing.
- 9.1.1.2** Structural Design;
- Structural Design Criteria and Structural Design Notes, Structural Design Concept with Structural analysis (for 5th level capacity floor;
 - Foundation plan (for 5th level capacity)
 - Schedule of Footings, Columns and Beams;
 - Roof Framing and trusses plan;
 - Floor & Beam Framing Plans including stair detail;
 - Elevator Structural Framing Plans and Details;

9.1.1.3 Electrical Design

- a. Lighting lay-out per floor;
- b. Power lay-out per floor;
- c. Schedule of loads and Electrical Design Analysis;
- d. Riser Diagram;

9.1.1.4 Electronics and Communications Technology Plans

- a. Fire Detectors and Alarm System;
- b. CCTV Plans (rough-ins only);
- c. Data Cabling and networks System with data room home run plans (rough-ins only);
- d. General notes, Legend and Symbols

9.1.1.5 Sanitary and Plumbing Design Plans

- a. Sanitary Line, Vent and plumbing fixtures Lay-out Plans including Septic tank Details;
- b. Storm Drainage and Roof Downspout lay-out plans;
- c. Water Supply Line and fixtures layout plans;
- d. Isometric Diagram for Sanitary and Water Supply Pipe Line Layout Plan;
- e. General notes, Legend and Symbols.

9.1.1.6 Mechanical Design

- a. Air Conditioning Units, Split type, window type lay-out plans including Ventilating system and drains;
- b. Fire Protection Sprinkler System, Dry Stand Pipes system including pumping System and Portable Fire Extinguisher lay-out plan;
- c. Electric Elevator Plans Including its motor system Plan;
- d. Generator Set Plan, ATS system Plan with oil tank;
- e. General notes, Legend and Symbols.

9.1.1.7 Site Development for Road networks, drainage system, generator House and Landscaping Plan

- a. Site Development Plan(Scaled)
- b. Road Networks Plans Including Road Sections;
- c. Generator House Detailed Plan with Electrical Post & Pedestal Plan;
- d. Landscaping Plan, sidewalks, PWD Ramp, Plant Box.

Note: All plans to be submitted by the prospective bidders must be printed in a minimum **A3 size** of paper.

To view the **Terms of Reference for Elevator and Generator Sets**, please see this link:

www.tinyurl.com/DSWDAnnexR

9.1.2 Project Cost Estimation

- 9.1.2.1 Lump sum bid prices which shall include the detailed engineering cost in the bill of Quantities in the Prescribed Bid Form, not to exceed **Fifty Eight Million Eight Hundred Twenty Thousand Pesos (₱ 58,820,000.00)**.

The lump sum bid shall be the summation of the two (2) following Services:

- a. The Detailed Engineering Design Cost Services shall not greater than 3.5% of the Bid Price;
- b. The Construction Cost (Direct Cost) shall include all items stipulated in the Item B, C, D, E and F of Annex-G (BOQ) *via this link* :
www.tinyurl.com/DSWDAnnexG

9.1.2.2 Bill of Quantities with supporting detailed estimates and Detailed unit Price Analysis including a summary sheet indicating the unit price of construction of materials, labor rates, equipment rentals, testing, safety requirements, contingencies and miscellaneous in coming up with the bid and other compliance in Section C.2 of Annex-D *via this link* :
www.tinyurl.com/DSWDAnnexD

- a. All items indicated in Bill of Quantities bid sheet forms are required by the end user and should all be filled out completely for proper evaluation of the price quotation. Thus, no line items herein shall be deleted and deletion of line items shall be grounds for disqualification.
- b. All line sub- items indicated in “Annex H” (Minimum quantities and Specifications) *via this link* :
www.tinyurl.com/DSWDAnnexH
are required by the end user and should all be reflected completely on the attached Detailed Estimate for proper evaluation of the price quotation. Thus, no line items in “Annex H” shall be deleted and deletion of line items shall be grounds for disqualification.
- c. Additional line items may be added in “Annex H” given that the purpose and use of the added items is clearly discussed in the construction methodology subject for evaluation and assessment.
- d. Items indicated in “Annex H” may be replaced with other items given that the purpose or intention for the replaced items shall be served and is clearly discussed in the construction methodology subject for evaluation and assessment. All modifications in a way of deletion and reduction in sub-item and quantities shall be equivalent in cost of the replaced items.

9.1.2.3 Recommended Detailed Estimate Template (Annex –N) *via this link*:
www.tinyurl.com/DSWDAnnexN

- a. Several items indicated in “Annex H” are the **minimum quantities in Detailed Cost Estimate**. Quoting above the respective minimum quantities per item is allowed. However, quoting below the respective required minimum quantities per item may be grounds for disqualification.
- b. All other items in “Annex H” under sections that are not enumerated above shall have the required minimum quantities. Quoting above the respective minimum quantities per item is allowed. However, quoting below the minimum quantities may be grounds for disqualification

9.1.3 Qualification and Experience of Key Personnel and Contractors Company/firm

9.1.3.1 Design Phase

- a. Assigned Key Personnel – “Annex K” *via this link:*
www.tinyurl.com/DSWDAnnexK
- b. Contractors’ Company/ Firm - “Annex K”

9.1.3.2 Construction Phase

- a. Assigned Key Personnel – Section A.4 of “Annex D” *via this link:*
www.tinyurl.com/DSWDAnnexD
- b. Contractors’ Company/ Firm – Section A.2 of “Annex D”

Note: In compliance to R.A. 10173, otherwise known as the *Data Privacy Act of 2012*, all the submitted copies of PRC licenses of the key personnel shall be used for bidding purposes only as reference of their qualification.

10 Detailed Architectural and Engineering Design Services

10.1 Prepare from the approved conceptual design, schematic or design development drawings and design parameters including any revisions and refinements as approved and required by the DSWD, including but not limited to:

10.1.2 Detailed Architectural Plans;

10.1.3 Detailed Structural Design Analysis and Plans with capacity up to fifth (5th) floor;

10.1.4 Detailed Electrical Plans and Electrical Design Analysis;

10.1.5 Detailed Sanitary and Plumbing Plans;

10.1.6 Detailed Mechanical Plans;

10.1.7 Detailed Communications Network Layout;

10.1.8 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;

10.1.9 Bill of Quantities, Detailed Unit Price Analysis, Detailed Cost Estimates including a summarysheet indicating the unit prices of construction materials, labor rates and equipment rentals; and

10.1.10 Complete construction drawings for the work required for the architectural, structural, civil, electrical, plumbing/sanitary, mechanical and other service-connected equipment, utilities, site planning aspects and related works, and the site development plan of the project’s immediate environs.

10.1.11 Prepare the scope of work for construction.

10.1.12 Coordinate with all offices and agencies concerned, within and outside LGU regarding utility connections, permits and other requirements needed.

10.1.13 Periodically coordinate and present the status of the design phase to the DSWD FO III.

10.1.14 All drawings included in the contract documents should be drawn using AutoCAD 2010-2018 software (range version) and plotted on a 20" x 30" sheets. All other textual submittals shall be printed and ring-bound on **A4-sized** sheets.

10.1.15 Design components shall be designed in coordination with the agencies concerned (e.g. Electrical, water and sewage companies);

10.1.16 Partial and earlier submission of the construction drawings, such as those affecting the preliminary stages of construction [site works, foundation works, etc.] shall be allowed. After the Procuring Entity issues a Notice of No Objection to the Detailed Engineering Plans, the service Provider/ contractor may immediately proceed with the Construction Phase provided all necessary Pre-Construction tasks have been accomplished.

10.2 Pre-Construction Phase

10.2.1 Secure and process Building Permits including its Fees, Government Clearances and Fees, Location clearance fees and application, Electric Temporary Connections Fees, Water District Temporary Connections, (tax inclusive for all permits) (Shall comply **Section E** of "**Annex – G**" - **BOQ**) via this link:

www.tinyurl.com/DSWDAnnexG

10.2.2 Secure all necessary building permits prior to construction. All incidental fees shall be included in the cost estimate of the building.

10.2.3 Preparation of the PERT-CPM, Bar Chart, S-Curve, Cash Flow Schedule, Manpower and Equipment Utilization Schedule of the construction phase.

10.2.4 Provide all other necessary documents that shall be required by the Client.

10.2.5 Prepare Construction Safety and Health Program.

10.3 Construction Phase

10.3.1 Refer to "**Annex-J**" via this link : **www.tinyurl.com/DSWDAnnexJ**

10.3.2 Implement all works indicated in the approved construction drawings and documents. All revisions and deviation from the approved plans, especially if it shall impact the overall cost of the project, shall be subject for approval.

10.3.3 Provide soil filling, grading and other soil protection measures of the building and other elements of the site, in response to the results of soil testing and materials testing.

10.3.4 Construct the building and other necessary structures, complete with utilities and finishes, resulting in operable and usable structures.

- 10.3.5** Construct sidewalks and curb cutouts, paving, driveways, parking slots, and, walkways within the project site.
- 10.3.6** Provide protection or relocation of existing trees affected by construction(if any).
- 10.3.7** Preparation of shop-drawings those unforeseen clarification on the plans subjected for approval.
- 10.3.8** Coordinate with the DSWD FO III regarding scheduling of delivery and installation of all owner-furnished materials and equipment during construction.
- 10.3.9** Conduct all necessary tests and issue reports of results.
- 10.3.10** Conduct of punch-listing of the DSWD FO III based on the approved scope of work to be issued and forwarded to the Contractor for rectification. Upon completion of punched-list works, the DSWD FO III shall conduct inspection for evaluation.
- 10.3.11** Provide all other necessary documents that shall be required by the DSWD FO III.

10.4 Post Construction Phase

- 10.4.1** Preparation of as-built plans;
- 10.4.2** Turn-over of all manuals, certificates and warranties of installed items;
- 10.4.3** Provide all other necessary documents that DSWD FO III shall require;
- 10.4.4** Occupancy Permits and Permit to Operate Equipment;
- 10.4.5** Shall comply with **Section F** of “**Annex – G**” (BOQ) *via this link ;*

www.tinyurl.com/DSWDAnnexG

11 Contractor’s Terms of Reference

(See attached “**Annex D**” – Contractors Reference) *via this link:*
www.tinyurl.com/DSWDAnnexD

12 Contract Duration and Implementation Schedule

- a.** Contract Duration (See Attached **Annex E**) *via this link:*
www.tinyurl.com/DSWDAnnexEF
- b.** Contract Implementation (**Annex F**) *via this link:*
www.tinyurl.com/DSWDAnnexEF

13 Performance Specifications and Parameters

- 8.1** Bill of Quantities (Annex G)
- 8.2** Minimum Quantities and Specification (Annex H)
- 8.3** Minimum Performance, Technical Standards and Parameters (Annex I) *via this link:*
www.tinyurl.com/DSWDAnnexI

8.4 Scope of Work (Annex J) via this link :

www.tinyurl.com/DSWDAnnexJ

8.5 Minimum Requirement for Design Phase Personnel (Annex K) via this link:

www.tinyurl.com/DSWDAnnexK

8.6 Minimum Testing Requirements (for the Construction Phase) (Annex L) via this link :

www.tinyurl.com/DSWDAnnexL

14 Contract Implementation

The implementation of the **Construction of Expansion and Improvement of Three – Storey Office Warehouse with roof deck including other facilities at Aurora Province under Design and Build scheme** shall comply with Annex “E” Contract Implementation Guidelines for The Procurement of Infrastructure Projects and Annex "G" of the 2016 IRR of R.A. No. 9184 which states:

As a rule, contract implementation guidelines for the procurement of infrastructure projects shall comply with Annex “E” of the 2016 IRRR of R.A. 9184. The following provisions shall supplement these procedures:

1. No works shall commence unless the contractor has submitted the required documentary requirements and the procuring entity has given written approval. Work execution shall be in accordance with reviewed and approved documents.
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 procuring entity to meet all regulatory approvals as specified in the contract documents.
3. The contractor shall submit a detailed program of work within fourteen (14) calendar days after the issuance of the Notice to Proceed for approval by the procuring entity that shall include, among others:
 - 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) Period for review of specific outputs and any other submissions and approvals;
 - c) Sequence of timing for inspections and tests as specified in the contract documents;
 - 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 major stage of the work; and
 - g) Description of the quality control system to be utilized for the project.
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 contractor shall notify the procuring entity within a reasonable period of time and shall shoulder the cost of such changes.

5. As a rule, changes in design and construction 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:
 - 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 procuring entity.
 - b) Provided that the contractor suffers delay and/or incurs costs due to changes or errors in the procuring entity's performance specifications and parameters, he shall be entitled to either one of the following:
 - i. An extension of time for any such delays under Section 10 of Annex "E" via this link: www.tinyurl.com/DSWDAnnexEF; or
 - ii. Payment for such costs as specified in the contract documents, provided, that the cumulative amount of the variation order does not exceed ten percent (10 %) of the original contract price.
6. The contract documents shall include the manner and schedule of payment specifying the estimated contract amount and installments in which the contract price will be paid.
7. The contractor shall be entitled to advance payment subject to the provisions of Section 4 of Annex "E".
8. The procuring entity shall define the quality control procedures for the design and construction in accordance with agency guidelines and shall issue the proper certificates of acceptance for sections of the works or the whole of the works as provided for in the contract documents.
9. The contractor shall provide all necessary equipment, personnel, instruments, documents and others to carry out specified tests.
10. All design and build projects 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, however, to the liabilities imposed upon the engineer/architect who drew up the plans and specification for a building sanctioned under Article 1723 of the New Civil Code of the Philippines.
11. The Contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty periods specified in Section 62.2.3.2 of the IRR.

14.1 OBLIGATIONS OF THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE III AS THE PROCURING ENTITY (PE)

In general, the Procuring Entity shall:

- 14.1.1 Provide available data to the Contractor. The Procuring Entity (DSWD) informs

that data and information in the Bidding Documents are for reference and does not guarantee that these are fully correct, up to date, and applicable to the project at hand. The Contractor is responsible for the accuracy and applicability of all data, including the above, that it would use in its design and build proposal and services, as provided in Annex "G" are for reference only;

- 14.1.2** Approve the Contractor's design without diminishing its full sole responsibility for the quality and integrity thereof as Contractor;
- 14.1.3** Monitor the implementation of the projects;
- 14.1.4** Pay the Contractor's submitted accomplishment accepted in conformity with the payment schedule in the approved build contract; in accordance with the designs approved by the Procuring Entity and government accounting and auditing rules and regulations;
- 14.1.5** Designate an on-site Representative to the Project; and
- 14.1.6** Perform other responsibilities as may be specified in the contract agreement.

14.2 OBLIGATION OF THE CONTRACTOR

The Contractor shall:

- 14.2.1** Certify that it has inspected and examined the proposed project site, its surroundings and existing infrastructure and facilities related to the execution of the work and has obtained all the pieces of information that are considered necessary for the proper execution of the work covered in the Bidding Documents;
- 14.2.2** Ensure that all works at the stages of design, construction, restoration of affected areas, and testing and commissioning shall be carried out efficiently and effectively;
- 14.2.3** Provide the DSWD with complete reports such as technical analysis, maps and details regarding the existing conditions and proposed improvements within the site;
- 14.2.4** Be accountable for accidents that might occur during the execution of the project and install warning signs and barriers in accordance with Department of Labor and Employment (DOLE) guidelines and construction safety procedures in the Bidding Documents for the safety of the general public and the avoidance of any accidents;
- 14.2.5** Be professionally liable for the design and shall submit all its basic designs, plans, and as part of its Technical Proposal and Qualification Information. The Contractor shall be liable for design and structural defects and/or failure of completed projects within the period specified in the 2016 IRR of R.A. No. 9184;
- 14.2.6** Implement designs, plans, and drawings in accordance with Minimum Performance Standards and Specifications [MPSP] approved by DSWD; and submit basic architectural plans as required in its Approach and Methodology, and Qualification Information.

14.2.7 Implement Flood Mitigating Measures as proposed in the Geo-hazard Certifications issued by the DENR (*Please see attached Geo – Hazard Certification from Mines and Geosciences Bureau*) via this link:
www.tinyurl.com/DSWDCertification

14.2.8 Perform other responsibilities in the contract agreement.

14.3 PROJECT DELIVERABLES OF THE CONTRACTOR

The following submittals and accomplished documents shall be duly completed and turned-over by the CONTRACTOR for the project:

14.3.1 Pre-Design Phase

14.3.1.1 Reconnaissance Report;

14.3.1.2 Survey Sketch Plans [with technical description];

14.3.1.3 Site survey, topographic survey, geotechnical report signed and sealed with PTR of geotechnical Engineer and all other pertinent data elated to the conditions of the project site;

14.3.1.4 Preliminary Architectural and Engineering designs and layouts;

14.3.1.5 Outline specifications and cost estimates.

14.3.2 Design Phase

14.3.2.1 Construction plans [signed and sealed] that include Architectural, Civil, Structural, Electrical, Mechanical, Communications Network Layout, Fire Protection and Plumbing plans [8 sets hardcopy and 1 softcopy];

14.3.2.2 Technical Specifications [8 sets hardcopy and 1 softcopy];

14.3.2.3 Detailed Cost Estimate [8 sets hardcopy and 1 softcopy];

14.3.2.4 Bill of Quantities [8 sets hardcopy and 1 softcopy];

14.3.2.5 Documents required for securing the Building Permit;

14.3.2.6 Drawings and reports that DSWD may require for the periodic update concerning the status of the design phase.

14.3.3 Construction Phase

14.3.3.1 Twice a Month Progress Reports;

14.3.3.2 Program of Works, BOQ, Detailed Estimates, DUPA, Technical Specification and As-built plans with Signed & Sealed by Complete Engineering Discipline [6 sets 20 "x 30" Blue Print, 3 Sets of A3 Size and 1 TB External Drive containing CAD files, MS word files of this project];

14.3.3.3 All necessary permits [Fees shall be included in the contract];

- 14.3.3.4 PERT-CPM;
- 14.3.3.5 Test results (Shall Comply with Annex L);
- 14.3.3.6 Guarantees, warranties and other certificates;
- 14.3.3.7 Fire and Safety Compliance and Commissioning Report [FSCCR] and Fire Safety Maintenance Report [FSMR];
- 14.3.3.8 Certificate of Occupancy;
- 14.3.3.9 All other documents necessary in line with the construction as may be required by DSWD.

15 **Warranty Period**

The Contractor shall guarantee the completed Works against structural defects and failure for its satisfactory performance vis-à-vis, the prescribed minimum performance specifications during the lifetime of the structure. For this purpose, the Contractor shall post a warranty security under Section 62.2 of the updated 2016 revised IRR of RA 9184.

16 **Evaluation of Bids/Proposals**

Following the provisions of Annex G of the 2016 IRR of RA No. 9184, there will be a **Two-Step Procedure** for the Design and Build Proposal.

The **First Step** pertains to (a) Evaluation of the Checklist of Eligibility and Technical requirements using the non-discretionary “PASS/FAIL” Criteria. Only those Bidders which pass the checklist shall be eligible for the second activity; (b) Review of the Technical Evaluation of the Design and Building Requirement which includes the design, approach, quality of personnel assigned and the experience of the firm using a point system, as follows:

Approach and Methodology	-	40 points
Quality of Proposed Personnel	-	40 points
Experience of the Firm	-	20 points

The passing score is **70 points**. (Refer to Annex M for the detailed Evaluation Criteria) via this link: www.tinyurl.com/DSWDAnnexM

The **Second Step** will be the evaluation of the Price Proposal vis-à-vis the Approved Budget for the Contract (ABC) of the Bidders which met the passing score/points.

As based on the Second 11.2 of Annex G of the 2016 IRR of R.A. 9184, only those bids that passed the above criteria shall be subjected to the second step evaluation.

The BAC shall open the financial proposal of each “passed” bidder and shall evaluate it using non – discretionary criteria – including arithmetical corrections for computational errors – as stated in the Bidding documents, and thus determine the correct total calculated bid prices. The BAC shall automatically disqualify any total calculated bid price which exceeds the ABC. The total calculated bid prices (not exceeding the ABC) shall be ranked, in ascending order, from lowest to highest. The bid with the lowest total calculated bid price shall be identified as the Lowest Calculated Bid (LCB).

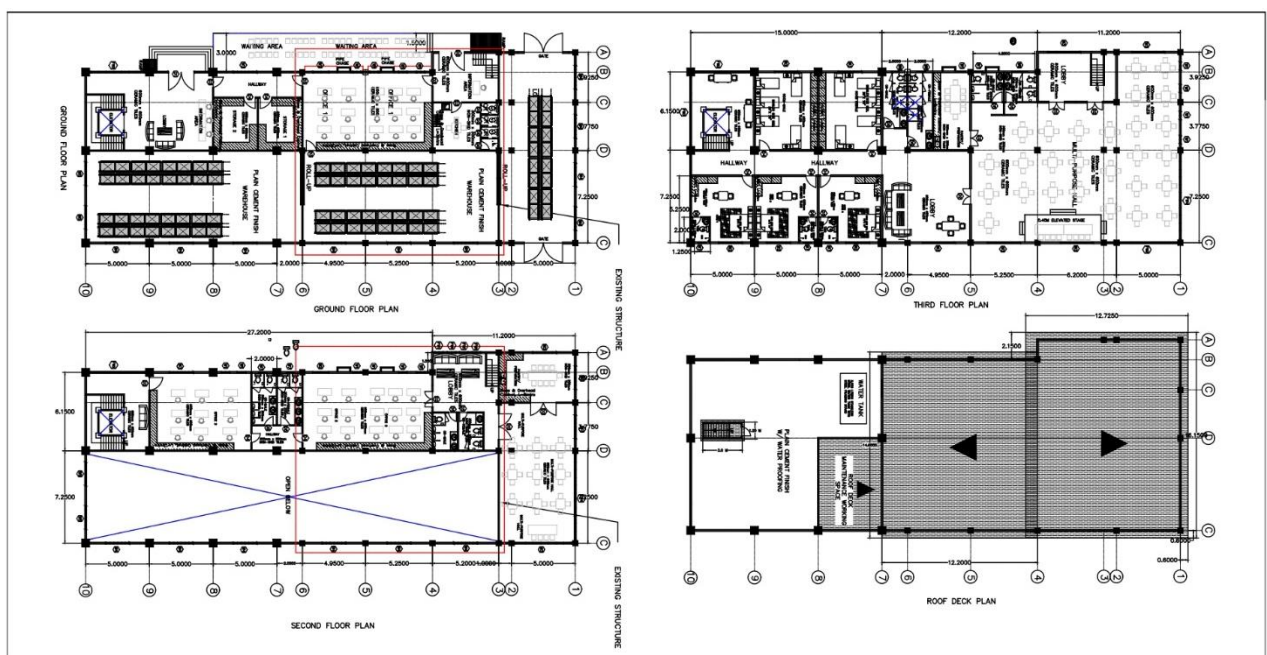
Section VII. Drawings

Concept Design Plans and Images (*other attachments annexed in a separate file*) shows indicative concept plans and images. **The concept drawings are for references but preferred design by the Procuring Entity.** The Bidder/Contractor may propose alternative schemes in the Bid Proposal subject to final verification and confirmation by the Procuring Entity during the actual conduct of Architectural and Engineering Design Services by the Design and Build Contractor.

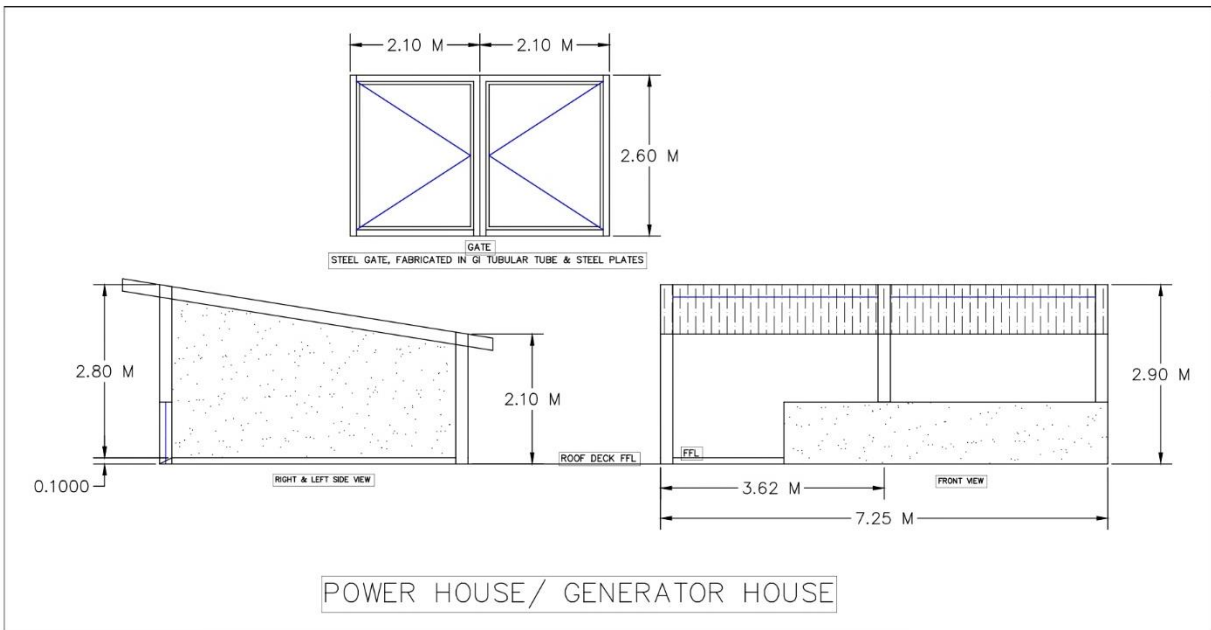
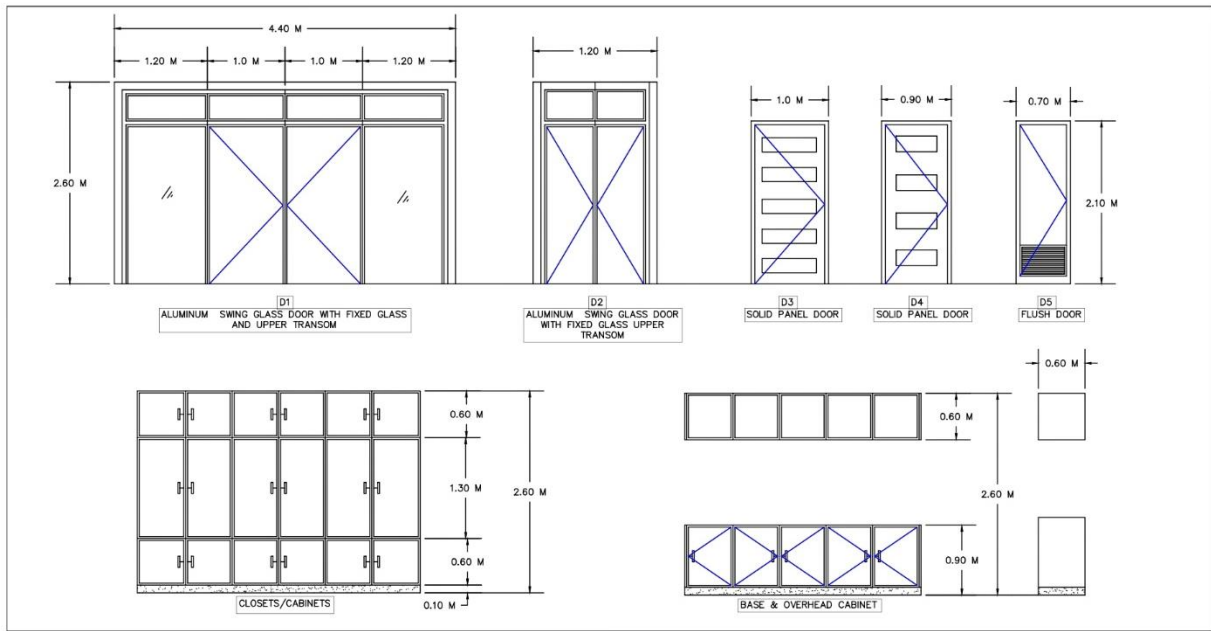
ILLUSTRATIONS

CONCEPTUAL DESIGNS

To view a clearer copy of this document, please check this link:
www.tinyurl.com/DSWDConceptDesigns







Section VIII. Bill of Quantities

Bill of Quantities

For full copy of the BOQ, please check this link: www.tinyurl.com/DSWDAnnexG

"ANNEX-G" - BILL OF QUANTITIES					
Name of Project:	CONSTRUCTION OF EXPANSION AND IMPROVEMENT OF THREE – STOREY OFFICE WAREHOUSE WITH ROOF DECK INCLUDING OTHER FACILITIES AT AURORA PROVINCE UNDER DESIGN AND BUILD SCHEME			Location:	121° 31' 52.363" E, 15° 44' 54.091" N BRGY. BACONG, SAN LUIS, AURORA
Total Project	PHP 58,820,000.00			Project Duration:	360 CALENDAR DAYS
Source of Fund:	CAPITAL OUTLAY			Mode of Procurement:	COMPETITIVE PUBLIC BIDDING
Date:	Friday, 13 August 2021			Source of Manpower:	OUTSOURCE
<p>Note :</p> <p>1. All items indicated in Bill of Quantities bid sheet forms are required by the end user and should all be filled out completely for proper evaluation of the price quotation. Thus, no line items herein shall be deleted and deletion of line items shall be grounds for disqualification</p> <p>2. All line sub- items indicated in Annex H (Minimum quantities and Specifications), are required by the end user and should all be reflected completely on the attached Detailed Estimate for proper evaluation of the price quotation. Thus, no line items in Annex H shall be deleted and deletion of line items shall be grounds for disqualification.</p> <p>3. Bid price for the Item A.I) Detailed Architectural and Engineering Design Services exceeding to 3.5% of the total bid price shall be grounds for disqualification</p>					
Item No.	Item Description	Quantity	Unit	Unit Cost	Amount
A. DESIGN PHASE					
I. DETAILED ARCHITECTURAL AND ENGINEERING DESIGN SERVICES					
	Services for Detailed Architectural and Engineering Design, Complete discipline with Signed & Sealed Detailed Engineering Design Plans for Securing Permits, Structural Analysis Signed & Sealed by Structural Engineer and other analysis needed for this project	1.00	lot		
B. CONSTRUCTION PHASE					
I. General Requirements					
	Mobilization	1.00	lot		
	Occupational Safety and Health	1.00	lot		
	Medicine Cabinet w/ First Aid Kit	1.00	lot		
	Demobilization	1.00	lot		
	COA Billboard	1.00	lot		
	Project Billboard	1.00	lot		
II. Site Development Works					
	Structure Excavation (Footing, Tie Beam, Retaining Wall and Septic tank)	1.00	lot		
	Embankment from Structure Excavation	1.00	lot		
	Embankment from Selected Borrow	1.00	lot		
	Gravel Beddings	1.00	lot		
	Drainage System Tapping to Existing	1.00	lot		
	Soil Testing	1.00	lot		
	Soil Poisoning	1.00	lot		

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

III.	Structural Works				
	Structural Concrete	1.00	lot		
IV.	Roofing Works				
	Fabrication and Installation of Structural Steel and Roofing	1.00	lot		
V.	Architectural Works				
	Masonry	1.00	lot		
	Wall and Doors and Jambs with Complete Accessories	1.00	lot		
	Windows	1.00	lot		
	Floor Finishes	1.00	lot		
	Water Proofing	1.00	lot		
	Railings	1.00	lot		
	Ceiling	1.00	lot		
VI.	Sanitary/Plumbing Works				
	Water Lines	1.00	lot		
	Sewer Lines	1.00	lot		
	Sanitary/Plumbing Fixture	1.00	lot		
	Storm Drainage and Down Spout	1.00	lot		
VII.	Mechanical Works				
	Automatic Fire Sprinkler	1.00	lot		
	Fire Detection and Alarm Sytem	1.00	lot		
	Elevator	1.00	lot		
VIII.	Electrical Works				
	Ground Floor				
	Electrical Conduits Works	1.00	lot		
	Wires and Wiring Devices	1.00	lot		
	Panelboard	1.00	lot		
	Lighting Fixtures	1.00	lot		
	Network Cabling Rough-ins	1.00	lot		
	Second Floor				
	Electrical Conduits Works	1.00	lot		
	Wires and Wiring Devices	1.00	lot		
	Panelboard	1.00	lot		
	Lighting Fixtures	1.00	lot		
	Network Cabling Rough-ins	1.00	lot		
	Third Floor				
	Electrical Conduits Works	1.00	lot		
	Wires and Wiring Devices	1.00	lot		
	Panelboard	1.00	lot		
	Lighting Fixtures	1.00	lot		
	Network Cabling Rough-ins	1.00	lot		
IX.	Painting Works				
	Masonry Painting	1.00	lot		
	Metal Painting	1.00	lot		
	Wood Painting	1.00	lot		

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X	Installation of CCTV				
	Supply and Installation of 24 unit CCTV camera	1.00	lot		
XI	Supply and Installation of Office Sytem				
	Supply and Installation of Office Sytem	1.00	lot		
XII	Installation of Cooling System				
	Installation of Cooling System	1.00	lot		
XIII	Land Scaping				
	Land Scaping	1.00	lot		
XIV	Installation of Water System				
	Installation of Water System	1.00	lot		
XV	Installation of Warehouse Racking System				
	Installation of Warehouse Racking System	1.00	lot		
XVI	Supply & Installation of Generator Set, 60kVA (3P)				
	Supply & Instalation of Generator Set, 60kVA - 100kVA (3P)	2.00	sets		
XVII	Construction of Perimeter Fence				
	Construction of Perimeter Fence	1.00	lot		
XVIII	Fabrication of Furniture				
	Fabrication of Furniture with complete accessories	1.00	lot		
XIX	Fabrication of Stainless Steel Preparation Table				
	Fabrication of Stainless Steel Preparation Table	4.00	units		
XX	Supply and Delivery of PVC Pallets				
	Supply and Delivery of PVC Pallets	200.00	pcs		
	Taxable Direct Cost (Material, Labor and Equipment)				
	TAX(7% of Taxable Direct Cost)				
(A)	Total Direct Cost (Material, Labor and Equipment)				
(B)	OCM (10% of A)				
(C)	Contractor's Profit (8% of A)				
(D)	VAT (5% of A+B+C)				
(E)	(Pre & During Construction Phase) Processing of Building Permit including its Fees, Gov't Clearances and fees, Location Clearance fees and application, Electric Temporary Connections Fees , Water District Temporary Connections,(Tax Inclusive for all permits), Preparation of grounds breaking cermonies & Inauguration cermonies (1.50%-3.0% of DC)				
(F)	(Post Construction Phase) Processing of Occupancy Permits and fees, Securing Permanent Electric Connections and Fees, Securing Permanent Water District Connections and Securing/Processing, Application & Accreditation of DSWD Pollution Control Officers and other Necessary requirements (1.0%-2.0% of DC)				
(H)	TOTAL INDIRECT COST (B + C + D+ E + F)				
TOTAL PROJECT COST (A + H)					PHP.

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

Signature Box

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

Summary of Project Cost

Construction of Expansion and Improvement of Three-Storey Office Warehouse with Roof Deck at Aurora Under Design and Build Scheme ITB No. GOP/21-DSWD3-2021-08-003



Disaster Response Management Division
Regional Resource and Logistics Management Section
Warehousing Unit

DRN: _____

PROGRAM OF WORKS							
Name of Project: CONSTRUCTION OF EXPANSION AND IMPROVEMENT OF THREE – STOREY OFFICE WAREHOUSE WITH ROOF DECK INCLUDING OTHER FACILITIES AT AURORA PROVINCE UNDER DESIGN AND BUILD SCHEME				Location: 121° 31' 52.363" E, 15° 44' 54.091" N BRGY. BACONG, SAN LUIS, AURORA			
Total Project Cost:	PHP	58,820,000.00	Project Duration:	360	CALENDAR DAYS		
Source of Fund:	CAPITAL OUTLAY		Mode of Procurement:	COMPETITIVE PUBLIC BIDDING			
Date of POW:	Friday, 13 August 2021		Source of Manpower:	OUTSOURCE			
"ANNEX-A" - SUMMARY OF PROJECT COST							
Note: Bid Price for Item I. Detailed Architectural and Engineering Design Services exceeding to 3.0% of the total bid price shall be grounds for disqualification.							
Item No.	Item Description	Quantity	Unit	Material Cost	Labor Cost	Equipment Cost	Amount
DIRECT COST							
DESIGN PHASE							
I.	DETAILED ARCHITECTURAL AND ENGINEERING DESIGN SERVICES	1	LOT				
I.	OTHER GENERAL REQUIREMENTS	1	LS.				
II.	SITE DEVELOPMENT WORKS	1	LS.				
III.	STRUCTURAL WORKS	1	LS.				
IV.	ROOFING WORKS	1	LS.				
V.	ARCHITECTURAL WORKS	1	LS.				
VI.	SANITARY/PLUMBING WORKS	1	LS.				
VII.	MECHANICAL WORKS	1	LS.				
VIII.	ELECTRICAL WORKS	1	LS.				
IX.	PAINTING WORKS	1	LS.				
X.	INSTALLATION OF CCTV	1	LOT				
XI.	SUPPLY AND INSTALLATION OF OFFICE SYTEM	1	LOT				
XII.	INSTALLATION OF COOLING SYSTEM	1	LOT				
XIII.	LAND SCAPING	1	LOT				
XIV.	INSTALLATION OF WATER SYSTEM	1	LOT				
XV.	INSTALLATION OF WAREHOUSE RACKING SYSTEM	1	LOT				
XVI.	SUPPLY & INSTALLATION OF GENERATOR SET, 60KVA - 100KVA (3P)	2	SETS				
XVII.	CONSTRUCTION OF PERIMETER FENCE	1	LS.				
XVIII.	FABRICATION OF FURNITURE	1	LS.				
XIX.	FABRICATION OF STAINLESS STEEL PREPARATION TABLE	4	UNITS				
XX.	SUPPLY AND DELIVERY OF PVC PALLETS	200	PCS				
TOTAL MATERIAL COST							
TOTAL LABOR COST							
TOTAL EQUIPMENT COST							
TAXABLE DIRECT COST (Materials, Labor and Equipment Cost)							
TAX (7% of Taxable Direct Cost)							

To download a clearer copy of this document, please click:
www.tinyurl.com/DSWDAnnexA

***Section IX. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
and
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- ☐ (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- ☐ (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (j) Project Requirements, which shall include the following:
 - ☐ a. Organizational chart for the contract to be bid;
 - ☐ b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - ☐ c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- ☐ (k) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (l) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- ☐ (n) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. **and**

Additional submittal in the first envelope (Technical Proposal) during opening of bids in accordance with Annex "G" of the 2016 Revised IRR of RA 9184:

- ☐ (o) relevant statements of all on-going, completed, awarded but not yet started design/design and build related contracts, curriculum vitae of key staff, partners or principal officers;
- ☐ (p) Valid licenses issued by the Professional Regulatory Commission (PRC) for the design professionals; (Please refer to ITB Clause. 10.4 of Section III. Bid Data Sheet of the Bidding Documents)
- ☐ (q) Preliminary Conceptual Design Plans in accordance with the degree of details specified by the Procuring Entity; (Refer to 8.3.1 conceptual designs of the Terms of Reference of Section VI. Specifications)
- ☐ (r) Design and construction methods;
- ☐ (s) List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualification and experience data;
- ☐ (t) Value engineering analysis of design and construction method; **and**

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (u) Original of duly signed and accomplished Financial Bid Form or Lump sum bid prices, which shall include the detailed engineering cost, in the prescribed Bid Form; **and**

Other documentary requirements under RA No. 9184

- ☐ (v) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (w) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- ☐ (x) Cash Flow by the quarter and payments schedule.

Section IX. Bidding Forms

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. 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, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines² for this purpose;
- h. 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;
- i. 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
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

² currently based on GPPB Resolution No. 09-2020

- k. 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].
- l. 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: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION **Project Identification No.: *[Insert 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 procurement 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 No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated 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/s this _____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)

[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

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 *[contract price in words and figures in specified currency]* 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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

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

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government

of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this____day of____, 20__at
_____, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid

Business Name: _____

Business Address: _____

A. Government

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address				b. Date Started			
	c. Contact Nos.		Description	%	c. Target Date of Completion	Planned	Actual	
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

B. Private

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address				b. Date Started			
	c. Contact Nos.		Description	%	c. Target Date of Completion	Planned	Actual	
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

*Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) **Contract or Purchase Order**, (b) **Official Receipt(s) or Sales Invoice** or (c) **User's Certificate of Acceptance/Completion***

Name: _____

Legal Capacity: _____

Signature: _____

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

Statement of Single Largest Completed Contract (SLCC)³ Similar to the Contract to be Bid

Business Name: _____

Business Address: _____

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address				b. Date Started
	c. Contact Nos.		Description	%	c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: *The following documents must be attached to support this statement: (a) Official Receipt(s) or Sales Invoice or (b) User's Certificate of Acceptance/Completion*

Name: _____

Legal Capacity: _____

Signature: _____

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

³ The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 5.2, a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB Clause 5.2.

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]*

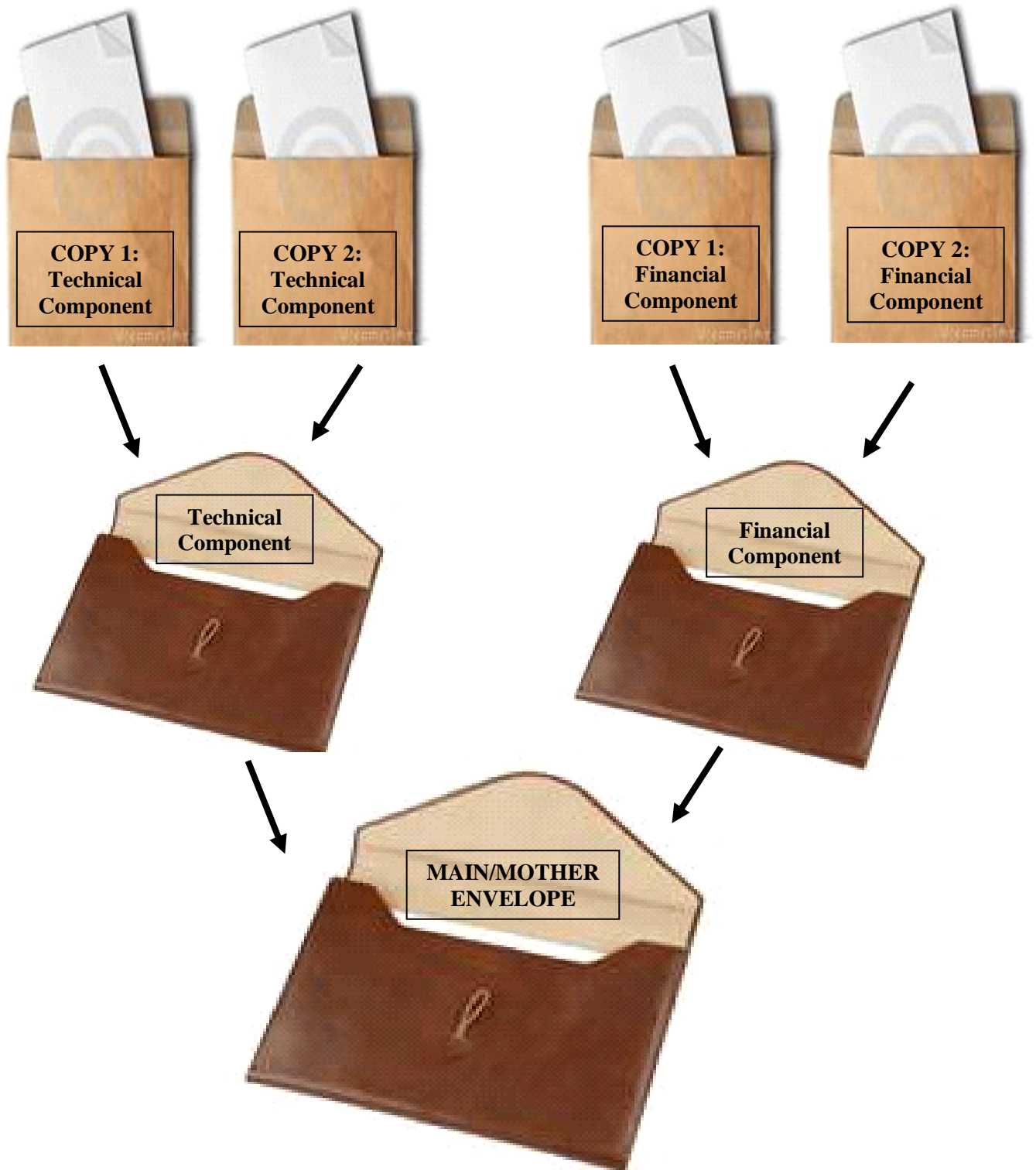
[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

SEALING AND MARKING OF BIDS



SAMPLE FORMAT OF LABELED ENVELOPE

COPY 1 AND COPY 2 OF TECHNICAL COMPONENT:

COPY 1 – TECHNICAL COMPONENT

TO: **ARMONT C. PECINA**
Chairperson
Bids and Awards Committee
Name of Agency
Agency Address

FROM: (NAME OF BIDDER IN CAPITAL LETTERS)

ADDRESS: (ADDRESS OF BIDDER IN CAPITAL LETTERS)

PROJECT: (TITLE OF PROJECT IN CAPITAL LETTERS)
Bid Ref No.: _____
ABC: _____

DO NOT OPEN BEFORE: _____

COPY 2 – TECHNICAL COMPONENT

TO: **ARMONT C. PECINA**
Chairperson
Bids and Awards Committee
Name of Agency
Agency Address

FROM: (NAME OF BIDDER IN CAPITAL LETTERS)

ADDRESS: (ADDRESS OF BIDDER IN CAPITAL LETTERS)

PROJECT: (TITLE OF PROJECT IN CAPITAL LETTERS)
Bid Ref No.: _____
ABC: _____

DO NOT OPEN BEFORE: _____

OUTER ENVELOPE:

TECHNICAL COMPONENT

TO: **ARMONT C. PECINA**
Chairperson
Bids and Awards Committee
Name of Agency
Agency Address

FROM: (NAME OF BIDDER IN CAPITAL LETTERS)

ADDRESS: (ADDRESS OF BIDDER IN CAPITAL LETTERS)

PROJECT: (TITLE OF PROJECT IN CAPITAL LETTERS)

Bid Ref No.: _____

ABC: _____

DO NOT OPEN BEFORE: _____

MAIN ENVELOPE:

BIDDING DOCUMENTS

TO: **ARMONT C. PECINA**
Chairperson
Bids and Awards Committee
Name of Agency
Agency Address

FROM: (NAME OF BIDDER IN CAPITAL LETTERS)

ADDRESS: (ADDRESS OF BIDDER IN CAPITAL LETTERS)

PROJECT: (TITLE OF PROJECT IN CAPITAL LETTERS)

Bid Ref No.: _____

ABC: _____

DO NOT OPEN BEFORE: _____

