

PHILIPPINE BIDDING DOCUMENTS

**Design and
Installation of
Generator Set with
Powerhouse and
Electrical System**

ITB NO. 2024-08-21

Department of Social Welfare and
Development – Field Office X

Government of the Republic of the Philippines

**Sixth Edition
August 25, 2024**

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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]).

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Invitation to Bid for Design and Installation of Generator Set with Powerhouse and Electrical System

1. The **Department of Social Welfare and Development Field Office X** through the **General Appropriations Act FY 2024** intends to apply the sum of **Seven Million Six Hundred Thirty-Five Thousand Six Hundred Pesos (Php 7,635,600.00)** only being the Approved Budget for the Contract (ABC) to payments under the contract for the Design and Installation of Generator Set with Powerhouse and Electrical System with ITB No. 2024-08-21. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DSWD FO X now invites bids for the above Procurement Project. Completion of the Works is required should be based on what is stipulated in the Schedule of Requirements. Bidders must have completed a similar contract within the preceding two (2) years, a single contract equivalent to at least fifty (50%) percent of the Approved Budget Cost. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from DSWD FO X BAC Secretariat and inspect the Bidding Documents at the address given below during weekdays (except holidays) from **08:00 AM - 05:00 PM starting 26 August 2024**.
5. A complete set of Bidding Documents may be acquired by interested from the given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Ten Thousand Pesos (₱10,000.00)**. The procuring entity shall allow the bidder to present its proof of payment for the fees in person or through e-mail during the conduct of bid opening.
6. The DSWD FO X will hold a Virtual Pre-Bid Conference through videoconferencing via google meet (<https://meet.google.com/uvd-qrev-qos>) on **02 September 2024, 10:00 AM onwards**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **16 September 2024, 09:00 AM**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 16**.
9. Virtual Bid opening through videoconferencing via Google meet shall be on **16 September 2024, 10:00 AM**. Bids will be opened in the presence of the bidders’

representatives who choose to attend the activity. The links will be provided upon submission of bid documents.

10. Each Bidder shall submit one (1) original and two (2) more duplicate copies of its Bid, which shall be properly sealed and marked, to wit:

➤ **ORIGINAL BID (BLUE ENVELOPE)**

Enclose the Original eligibility and technical documents in one sealed envelope marked “ORIGINAL – TECHNICAL COMPONENT” and the Original financial component in another sealed envelope marked “ORIGINAL – FINANCIAL COMPONENT”. Seal both envelopes in an outer envelope marked “ORIGINAL BID”

➤ **COPY 1 (RED ENVELOPE)**

Enclose the certified true copies of eligibility and technical documents in one sealed envelope marked “COPY 1 – TECHNICAL COMPONENT” and the certified true copies of financial component in another sealed envelope marked “COPY 1 – FINANCIAL COMPONENT”. Seal both envelopes in an outer envelope marked “COPY 1”.

➤ **COPY 2 (YELLOW ENVELOPE)**

Enclose the certified true copies of eligibility and technical documents in one sealed envelope marked “COPY 2 – TECHNICAL COMPONENT” and the certified true copies of financial component in another sealed envelope marked “COPY 2 – FINANCIAL COMPONENT”. Seal both envelopes in an outer envelope marked “COPY 2”.

The Original Bid, Copy 1, and Copy 2 Envelopes, shall then be CONTAINED in ONE ENVELOPE (OVERALL BID COMPONENT ENVELOPE) duly marked and sealed.

ALL envelopes shall:

- Be addressed to:

THE CHAIRPERSON
BIDS AND AWARDS COMMITTEE
DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FO X
MASTERSON AVE., UPPER CARMEN, CAGAYAN DE ORO CITY

- Bear a warning “DO NOT OPEN BEFORE:” stating the date & time for opening of bids in accordance with the ITB

Prospective Bidder is requested to indicate a label or tab marking on each technical and financial documents required to be submitted.

NON-CONFORMITY TO THE FOREGOING SHALL BE A GROUND FOR DISQUALIFICATION.

11. To resolve cases where there is an occurrence of a tie among bidders, i.e., two or more of the bidders have been post-qualified as the Lowest Calculated Responsive Bid (LCRB), the DSWD FO X shall resort to a non-discretionary and non-discriminatory measure such that the same is based on sheer luck or chance pursuant to GPPB Circular No. 06-2005 "Tie-Breaking Method".
12. After the opening and evaluation of bids, the BAC, its staff and personnel, the Secretariat and Technical Working Group (TWG), as well as observers, are prohibited

from communicating in any way with any bidder regarding the evaluation of their bids until the issuance of a Notice of Award (NOA). However, the BAC, through its Secretariat, may ask in writing the bidder for clarification of its request. All responses to requests for clarification shall be in writing.

13. The DSWD FO X 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.
14. For further information, please refer to:

ATTY. JUSTINE PHILLIP O. TADEO

Head, BAC Secretariat

DSWD Field Office X

Masterson Avenue, Upper Carmen, Cagayan de Oro City

Mobile No. 09762461169

bac.fo10@dswd.gov.ph

15. You may visit the following websites for downloading of Bidding Documents: **www.philgeps.gov.ph** or **<https://fo10.dswd.gov.ph/>**

August 25, 2024

GLOFELIA J. UAYAN

1st Vice-Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. **Scope of Bid**

The Procuring Entity, Department of Social Welfare and Development Field Office X invites Bids for the Design and Installation of Generator Set with Powerhouse and electrical system with Project Identification Number 2024-08-21.

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 **General Appropriations Act FY 2024** in the amount of **Seven Million Six Hundred Thirty-Five Thousand Six Hundred Pesos (Php 7,635,600.00)**.

2.2. The source of funding is **the General Appropriations Act**.

3. **Bidding Requirements**

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

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

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

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

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

5. **Eligible Bidders**

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

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.
- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

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

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

8. Pre-Bid Conference

The Procuring Entity will hold a virtual pre-bid conference for this Project on the specified date and time through videoconferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

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

15. Bid Security

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

15.2. The Bid and bid security shall be valid 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.

Each Bidder shall submit one (1) original and two (2) more duplicate copies of its Bid, which shall be properly sealed and marked, to wit:

➤ **ORIGINAL BID (BLUE ENVELOPE)**

Enclose the Original eligibility and technical documents in one sealed envelope marked “ORIGINAL – TECHNICAL COMPONENT” and the Original financial component in another sealed envelope marked “ORIGINAL – FINANCIAL COMPONENT”. Seal both envelopes in an outer envelope marked “ORIGINAL BID”

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The Original Bid, Copy 1, and Copy 2 Envelopes, shall then be CONTAINED in ONE ENVELOPE (OVERALL BID COMPONENT ENVELOPE) duly marked and sealed.

ALL envelopes shall:

➤ Be addressed to:

THE CHAIRPERSON
BIDS AND AWARDS COMMITTEE
DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT
MASTERSON AVE., UPPER CARMEN, CAGAYAN DE ORO CITY

➤ Bear a warning “DO NOT OPEN BEFORE:” stating the date & time for opening of bids in accordance with the ITB

Prospective Bidder is requested to indicate a label or tab marking on each technical and financial documents required to be submitted.

NON-CONFORMITY TO THE FOREGOING SHALL BE A GROUND FOR DISQUALIFICATION.

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: Electrical System/Wiring and/or Electrical Equipment Installation.</p> <p>The Bidder must have completed, within the period specified in the Invitation to Bid, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p>									
7.1	No portion of the contract shall be subcontracted.									
10.3	<p>a) Valid License Issued by Philippine Contractors Accreditation Board (PCAB) GB-1 Category D and Above;</p> <p>b) Department of Trade and Industry (DTI) Certificate of Business Name Registration for Sole Proprietorship, SEC Registration Certificate for Corporations/Partnerships/Associations, CDA Registration Certificate for Cooperatives;</p> <p>c) Valid and current Business/Mayor's Permit/ Municipal License from the bidder's principal place of Business;</p> <p>d) Notarized statement that none of the officers / directors / controlling stockholders / members /owners of the firm are related by consanguinity or affinity up to the 1st civil degree to the employees of DSWD FO-X who <i>have</i> direct access to information that may substantially affect the result of the bidding, such as, but not limited to, the members of the Bids and Awards Committee (BAC), the members of the Technical Working Group (TWG), the Procurement Team (PT), and the designer/s of the Project.</p>									
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <p style="padding-left: 40px;">Design Phase Key Personnel</p> <ul style="list-style-type: none"> • Principal Architect, Certified practicing Professional with minimum experience of five (5) years; • Structural Design Engineer with minimum experience of five (5) years; • Professional Electrical Engineer with minimum experience of five (5) years; <p style="padding-left: 40px;">Construction Phase Key Personnel</p> <ul style="list-style-type: none"> • One (1) Licensed Project/Civil Engineer with 5 years minimum experience • One (1) Licensed Architect with 5 years minimum experience • One (1) Professional Electrical Engineer with 5 years minimum experience • DOLE Accredited Safety Officer with 5 years minimum experience 									
10.5	<p>The minimum major equipment requirements are the following:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Equipment</u></th> <th style="text-align: left;"><u>Capacity</u></th> <th style="text-align: left;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>Hammer Chipping Gun</td> <td>>900W</td> <td>1 Unit</td> </tr> <tr> <td>Bagger Mixer</td> <td></td> <td>1 Unit</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Hammer Chipping Gun	>900W	1 Unit	Bagger Mixer		1 Unit
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>								
Hammer Chipping Gun	>900W	1 Unit								
Bagger Mixer		1 Unit								

	Mini-dump truck Concrete vibrator Welding machine >300 Amps. VMP Multi Meter	1 Unit 1 Unit 1 Unit 1 Unit
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> <p>a. The amount of not less than One Hundred Fifty-Two Thousand Seven Hundred Twelve (₱152,712.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit.</p> <p>b. The amount of not less than Three Hundred Eighty-One Thousand Seven Hundred Eighty Pesos (₱381,780.00) if bid security is in Surety Bond.</p>	
19.2	Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.	
20	Failure to submit the Latest Income and Business Tax Returns shall result to <u>disqualification and forfeiture of bid security.</u>	
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity:</p> <p>I. Construction schedule and S-curve; II. Manpower schedule; III. Construction methods; IV. Equipment utilization schedule; V. Construction safety and health program approved by the DOLE; VI. PERT/CPM; and VII. Contractor's All Risk Insurance.</p>	

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 relevant 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 grant 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 an 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	<p>The Intended Completion Period is One Hundred Eighty (180) Calendar Days.</p> <p>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</p>
4.1	<p>The Procuring Entity shall give possession of all parts of the Site to the Contractor beginning on the date of effectivity of contract until the date of its termination and/or project completion.</p>
6	<p>The site investigation reports are: Certificate of Site Inspection issued by the DSWD FO-X TWG.</p>
7.2	<p><i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:]</i> The contractor shall be held liable involving the aforementioned for Fifteen (15) years.</p> <p>For Architectural and Structural defects, Electrical Connections and Equipment that needs repairs / replacement, the warranty shall be Three (3) Years from project completion <u>AND</u> acceptance of the Procuring Entity.</p> <p>Service warranty for issues with the delivered and installed generator set and electrical system shall be reckoned within three (3) years from project completion. The Contractor shall ensure to provide a branch within Cagayan de Oro City for the Procuring Entity's convenience.</p>
10	<p>Dayworks are applicable at the rate shown in the Contractor's original Bid.</p>
11.1	<p>The Contractor shall submit the Program of Works to the Procuring Entity's Representative within 30 days reckoned from the delivery of the Notice of Award.</p>
11.2	<p>The amount to be withheld for late submission of an updated Program of Work is 1/50 of 1% of Contract Value.</p>
13	<p>The amount of the advance payment is 15% of the contract cost.</p> <p>Value can be availed of upon the submission and receipt of a request for the release of the advance payment after the issuance of the Notice to Proceed (NTP) and posting of an irrevocable letter of credit in favor of the Procuring Entity.</p>

14	<p>Progress payments shall be based on the “updated” Detailed Bill of Quantities based on the detailed cost estimates prepared and submitted by the Contractor during the design phase which is part of the submittals. Updating shall be limited only to minor items or sub-items not initially considered by the Contractor, but in no way shall “updating” changes the bid amount for each particular item. The Bill of Quantities as submitted by the Contractor during bidding process shall serve only for that purpose and shall not in any way become the basis for payment.</p> <p>Materials and equipment delivered on the site but not completely put in place shall not be included for payment.</p>
15.1	<p>Before the <i>issuance of Certificate of Completion</i>, the Contractor shall submit “As-Built” drawings, operating and maintenance manuals as required in Item 7d under the Terms and conditions in these Bidding Documents, subject for Owner’s approval.</p> <p>Electronic versions of the As Built documents shall be in PDF and original design software formats.</p>
15.2	<p>No amount will be withheld for failing to submit “as built drawings” and/or operating and maintenance manuals and warranty certificate for all equipment within the date required. However, such documents will form part of the requirements in processing of final payment.</p>
15.3	<p>Operations and maintenance manual, together with operations training shall be provided to the end-user as part of their testing and commissioning for completion.</p>

Section VI. Specifications

Specifications

Bidders must state either “Comply” or “Not Comply” in the Statement of Compliance column to each indicated parameter or specification. Ensure that the offered item/s must all be compliant to the indicated parameter/s or specification/s to avoid failure of your bids.

PROJECT TITLE	UNIT	STATEMENT OF COMPLIANCE
Design and Installation of Generator Set with Powerhouse and Electrical System	1 LOT	

DIVISION 1.0 GENERAL CONDITIONS

PART 1.1 GENERAL

1.1.1 **SCOPE OF WORK:** The work covered under this Contract consists of the furnishing all materials, labor, equipment, transportation, incidentals, facilities, and superintendence necessary to complete the project in accordance with true intent these Specifications and Contract Drawings.

1.1.2 **PLANS AND SPECIFICATIONS:** The Contractor shall be responsible for carefully examining, comparing, and verifying the data furnished by the Plans and Specifications. In case of obscurity or discrepancy in the Plans and Specifications, the Contractor shall submit the matter to the Architect or his authorized representative for the proper explanation or necessary correction before any adjustment shall be made. Any adjustment by the Contractor without such determination shall be at his risk and expense.

Omitted or wrongly described details of work, which are manifestly necessary to carry out the true intent of the drawings and specifications, shall be performed as if fully and correctly set forth and described in the drawings and specifications.

The Owner may, from time to time, make changes in the specifications and construction drawings. However, if the cost to the Contractor shall be materially increased by such change, the Owner shall pay the Contractor for the reasonable cost in accordance with the changes. Changes stated herein shall be referred under Part 5 of General Conditions.

1.1.3 **LAWS TO BE OBSERVED:** The contractor shall comply with all the laws, City or Municipal Ordinances and all government Specifications and regulations in so far as they are binding upon or affecting the portion of the work hereto. The Contractor or those engaged thereon shall obtain all necessary licenses and permits and pay all taxes or fees, which may be due to the local and/or National Government in connection with

the prosecution of the work. He shall also be responsible for all damages to persons or property that may occur.

PART 1.2 MATERIALS

- 1.2.1 **MATERIALS:** Unless otherwise specified, all materials shall be new and free from defects and imperfections. The quality of materials shall be of the best grade of their respective kinds for the purpose. The work shall be performed in the best and most acceptable manner in strict accordance with the requirements of the Plans and Specifications. Preference will be given to articles or materials that are locally manufactured, conditions of quality and price being equal.
- 1.2.2 **SAMPLES AND INFORMATION ON MATERIALS:** When required by the Specifications, or when called for by the Architect, the Contractor shall furnish, for approval, full Information, and satisfactory evidence as to the kind and quality of materials or articles he will Incorporate in the work. The Contractor shall furnish, for Architect's and Owner's approval, all samples when so directed. The work shall be in accordance with approved samples. Materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

Any failure on the part of the Contractor to conform or use materials that are not specified herein shall be under subsequent rejection. Any alteration or revision of material usage without approval from the Architect shall make the Contractor responsible and liable in terms of guarantee, workmanship, and defects.

PART 1.3 WORKMANSHIP

- 1.3.1 **WORKMANSHIP:** Workmanship shall be in accordance with the best standard practices and all operations required under all parts of the Specifications shall be undertaken in a neat, sophisticated manner. Only skilled personnel with sufficient experience in similar operations shall be allowed to undertake the same.

Any alteration or revision on the execution of Drawings without approval from the Architect shall be under subsequent rejection and shall make the Contractor responsible and liable for any workmanship and execution defects.

Defective workmanship shall be remedied by the Contractor, at his expense. He shall not be entitled to any payment hereunder until defective workmanship has been remedied.

- 1.3.2 **TEMPORARY FACILITIES:** The Contractor shall provide and maintain adequate weather-tight temporary facilities with water, light, and toilet facilities. He shall keep such places clean and free from flies. He shall remove all connections and appliances

connected there with prior to the completion of the Contract and leave the premises perfectly clean.

The Contractor shall furnish all temporary lights and power and shall pay all expenses in connection therewith. Furthermore, the Contractor shall provide and pay for all water expenses for building purposes that are required by all trades.

- 1.3.3 PROTECTION OF WORK AND OWNER'S PROPERTY: The Contractor shall put up safety measures and continuously maintain adequate protection of all his work from damage and shall protect the Owners property, as well as all materials furnished and delivered to him by the Owner. He shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the Owner, or due to causes considered as an Act of God.
- 1.3.4 DEMOLITION OF EXISTING STRUCTURES: The contractor shall ensure that proper ventilation and noise comfort is provided for workers during demolition works.

PART 1.4 SUPERVISION AND INSPECTION

- 1.4.1 AUTHORIZED REPRESENTATIVE: Whenever the Contractor is not at the site, orders maybe given by the Owner to his authorized representative and shall be accepted and complied to by the superintendent or foreman of the Contractor.
- 1.4.2 INSPECTION OF WORK: The Architect, Engineer, or Owner shall, at all times, have access to the work whenever it is in preparation or progress and the Contractor shall provide facilities for such access for inspection. The manner of work and all materials and equipment used therein shall be subject to inspection, tests, and approval of the Owner.
- 1.4.3 CONSTANT SUPERVISION. The Contractor shall ensure that the project will have constant supervision by a competent superintendent, who shall be present where construction is being always carried on during the working hours.
- 1.4.4 DISPUTES: The Architect shall, within a reasonable time, make decision on all claims of the Owner or Contractor and on all matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

Except as otherwise specifically provided in this Contract, all disputes concerning questions of fact arising under this contract shall be decided by the Architect, whose decisions shall be final and conclusive upon the parties as to questions of fact.

- 1.4.5 CLEAN UP: The Contractor, prior to the turnover of the work to the Owner, shall remove any excess materials, waste, debris, rubbish, and all construction and installation equipment and tools from the premises.

PART 1.5 VARIATION ORDERS

Legal Basis: 2016 IRR Annex “E” provides the rules in relation to Variation Orders.

- 1.5.1 VARIATION ORDER: Increase or decrease in quantities within the general scope of the project as bid and awarded by introduction of new work that are not originally included in the contract; or reclassification of work items that are either due to change of plans, design, or alignment to suit actual field conditions resulting in disparity between the pre-construction plans used for the purposes of the bidding and the “as staked plans” or construction drawings prepared after joint survey by the Contractor and the Owner after the award of the contract, or during actual construction.

Any changes in materials required by the Owner, or addition of works for the project, shall be in any cases should not exceed the amount as indicated with the Contract amount and pre-construction plans, except only when the said changes are necessary for the completion of the Project as a whole.

The addition/deletion of works should be within the general scope of the project as bid and awarded, and the deletion of the work should not affect the integrity and usefulness of the structure.

- 1.5.2 ISSUANCE: Variation order may be issued by the Procuring Entity concerned at any time during contract implementation. However, the adjustment provided for in these orders must be necessary to fully meet the requirements of the project. The issuance of a Variation Order must imply that there will not be any shortchanges in the original design; that it will not affect the structural integrity and usefulness of the structure; and that it will be covered by a Certificate of Availability of Funds (CAF).

Under no circumstances can a contractor proceed to commence work under any Change Order or Extra Work Order unless the Head of Procuring Entity (HoPE) or his/her duly authorized representative has approved the order. The Procuring Entity’s representative/ Engineer / Architect may, subject to the availability of funds and within the limits of his delegated authority, authorize the immediate start of work under any Change Order or Extra Work Order, subject to any event of any emergency where the prosecution of the work is urgent to avoid any detriment to public service, or damage to life and/or property; and/or when time is of the essence.

- 1.5.3 AMOUNT: The net cumulative amount of the Variation Order should not exceed positive Ten Percent (+10%) of the original contract cost. The scope of work, however, shall not be reduced as to accommodate a positive Variation Order.

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

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

The request for payment by the contractor for any extra work must be accompanied by a statement, with the approved supporting forms, giving a detailed accounting and record of amount for which he claims payment. This request for payment must be included in the contractor's statement for progress payment.

-----END OF DIVISION 1.0 GENERAL CONDITIONS-----

DIVISION 2.0 ELECTRICAL

PART 2.1 SCOPE OF WORK

Work in this section covers the requirements for a complete electrical installation, including the furnishing of all labor, materials, equipment, tools, transportation, storage, incidentals, and superintendence necessary to accomplish the electrical installation. The work includes, but is not necessarily limited to, the installation of interior lighting and power system. If anything has been omitted in any item of works usually furnished, which are necessary for the completion of electrical works, then such items must be included.

PART 2.2 QUALITY ASSURANCE

- A. **REFERENCE STANDARDS:** Electrical equipment, materials and procedures shall conform to the applicable requirements of the latest edition of the following: Underwriter's Laboratories, (UL), National Fire Protection Association (NFPA), National Electrical Manufacturer's Association (NEMA) and other related publications.
- B. **WORKMANSHIP:** All equipment and materials shall be installed in a neat and workmanlike manner.
- C. **QUALIFICATION OF INSTALLER:** At least one licensed electrician and engineer, who has been thoroughly trained and experienced in the skills required, and who is completely familiar with the methods of installation, must be always present during the installation. He shall direct all work performed under this section.
- D. **COMPLIANCE TO APPLICABLE CODES AND REGULATIONS:** All installation procedures, materials and equipment shall comply with the following as applicable:
 - Philippine Electrical Code
 - National Electrical Safety Code, latest edition
 - Power Company Regulations
 - National Fire Protection Association
 - Bureau of Labor Standards
 - Local laws and ordinances

PART 2.3 REPAIRS TO DAMAGED EXISTING WORK

Any damage to building, piping, or equipment caused by this work shall be repaired by skilled mechanics of the trades involved, at no additional cost to the Owner.

PART 2.4 SUBMITTALS

The contractor shall submit for approval one sample of each fixture, wires, and wiring devices. For circuit breakers, boxes and panel boards, catalogs or brochures may be submitted.

-----END OF DIVISION 2.0 ELECTRICAL-----

DIVISION 3.0 DESIGN REQUIREMENTS

PART 3.1 GENERAL

- A. INTRODUCTION: This project undertaking is aimed for the complete *Design and Installation of Generator Set with Powerhouse and Electrical System* for **DSWD FO-X** located at Mastersons Avenue, Upper Carmen, Cagayan de Oro City.
- B. OBJECTIVES: **DSWD FO-X** wishes to engage the services of a qualified Design/Build Firm to prepare the detailed architectural and engineering design plans as well as undertake the *Design and Installation of Generator Set with Powerhouse*. The objectives of this **Performance Specifications and Parameters** herein referred to as **TOR** are as follows:
 - i. To provide the **Designer/Builder** with the background information regarding the preparation and submittal of the proposal, and
 - ii. To provide the **Designer/Builder** with the background information regarding the proposed project which should be handled in the shortest possible time, at the lowest possible cost and at an acceptable quality and performance.

PART 3.2 ROLE OF THE DESIGNER / BUILDER

- A. The **Designer/Builder**, for which this **Performance Specifications and Parameters** applies, shall provide technical services in the preparation of the Detailed Architectural and Engineering Design for the proposed *Design and Installation of Generator Set with Powerhouse* within the viable cost range and established design level. The design services shall be carried out in accordance with the **DSWD FO-X** and approved *Design Guidelines, Criteria and Facilities Standards*.

In this regard, the **Designer/Builder** or the key personnel to be assigned to the project must have adequate professional experience compatible with the undertaking.

- B. The **Designer/Builder** shall also implement the construction activities to complete the project in accordance with the approved construction drawings and specifications and the scope of work as specified in the contract. **The Designer/Builder** shall carry out the construction activities under the supervision of the assigned **DSWD FO-X Building and Ground Management (BGM)** technical staff.
- C. The **Designer/Builder** shall complete the services or “**Work**” within ONE HUNDRED EIGHTY (180) calendar days.

PART 3.3 EXTENT OF THE PROJECT

- A. The work covers the design construction consisting of: (1) detailed Architecture, Civil, and Electrical Engineering designs of proposed *Design and Installation of Generator Set with*

Powerhouse and Electrical System; (2) Detailed Estimates, Bill of Quantities, Scope of Works, Technical Specifications, Proposed Design and Construction Schedule, Health and Safety Program for the construction phase; (3) permit processing and acquisition at concerned agencies (i.e. Building Permit, Electrical Permit, Fire Safety Certificate, Occupancy Permit, etc); (4) Project Billboard and (5) temporary facilities for engineers – *if applicable*; (6) supply and furnishing of all labor, materials, and equipment necessary for the operation, commissioning of equipment and occupancy of the building.

The project shall be Design and Build under governing national laws for architectural and civil design, R.A 7920 Electrical Engineer Law, Philippine Electrical Code (PEC), National Electrical code and the New Fire code of the Philippines which shall be designed and approved by a Professional Electrical Engineer.

The Main Distribution panel also known as panel board, breaker panel, or electric panel is a component of an electricity supply system that divides an electrical power feed into subsidiary circuits, while providing a protective fuse or circuit breaker for each circuit in a common enclosure. The Main distribution panel will serve as the main electrical panel for the DSWD buildings and facilities. This will be placed in the designated electrical room inside the main powerhouse. The contractor shall provide the exact design for this electrical panel based on the total load requirement of the DSWD FO-X Offices. The Electrical Plan should include the required electrical layout or circuitry for the current number of lightings, Convenience Outlets and equipment / ACU's together with load schedule per building. The basis of the design of the generator and wiring computation and connection would be on the given KW /Per building.

B. Main Powerhouse & Concrete Pedestal

The Main powerhouse will serve as the main electrical control facility for all the buildings of DSWD FO-X. All the electrical circuit breakers per building, automatic transfer switch, and main distribution panel from the main supply will be placed in the designated EE room inside the powerhouse. See the following for the scope of works for the main powerhouse.

Electrical Works – Powerhouse should be well illuminated, and the design of the installation of the electrical panel board, pipes, fittings, boxes, wires, outlet, and fixtures should be based on the Philippine Electrical Code.

Architectural Works– The flooring of the powerhouse should be painted with the approved color of industrial epoxy paint.

Ceiling Works – The ceiling of the powerhouse should be metal furring framing with hanger accessories and 12mm gypsum moisture resistant or fire-retardant board. Provide also a Fire Rated Doors for the Main Door which will be a Double Door and for the EE room with a single door.

Mechanical Works – Provision of appropriate fire extinguisher.

Structural Works – Generator Set should be installed in a solid foundation with damping mechanism. (Provide the design concept for the powerhouse).

Electrical Room– Shall be enclosed by a concrete wall with proper ventilation where LOTO is applicable; The approximate dimension of this EE room shall be sufficient for the equipment installed.

C. Generator Set & Accessories

The Generator Set to be delivered and supplied, with its accessories, under its working efficiency should be sufficient to the use of existing buildings of the DSWD FO-X Compound and the proposed Four (4) Storey Administrative building. A Generator Set should attain a minimum of eight (8) operating hours

D. Electrical System/Wiring

The designer/builder is expected to install an electrical system that is not only expected to function efficiently, but also operate at peak capacity with a fail-safe mechanism that is deemed to be free from any form of electrical surge that may cause permanent/temporary damage to the installed Generator Set and existing electrical system of the Procuring Entity.

E. Quality Assurance

The **designer/builder** must provide a “Manufacturer’s Guarantee” or “Factory Certificate” or equivalent, for the generator equipment as proof that the equipment is not used, and/or “brand-new”. In case that the **designer/builder** cannot provide the said documentary requirement, it is required for the **designer/builder** to allow at least two (2) technical personnel under the DSWD to inspect the generator set at the manufacturer’s factory for approval prior to delivery, under the bidder’s expense.

During the construction phase generally on testing and commissioning, in cases where defects were presented, the following must be ensured:

- i. Defects on Generator Equipment – Replacement of Equipment
- ii. Defects on Other Accessories – Purchase of Accessory as replacement

F. Testing and Commissioning

To secure that the project is operational, testing and commissioning for all equipment and accessories must be done and passed in accordance to underlying guidelines of Philippine Electrical Code. A brief operation guideline and manual & maintenance procedures (O&M Procedures) must be presented by small trainings to the end-user and hardcopies turned over as part of the final billing.

G. Warranties

Warranty for the Generator Set and its accessories shall be reckoned within 3 years from delivery, installation and completion of the foregoing project, with aftersales service not less than 5 years after the completion of the project. Architectural, structural and sanitary / plumbing (whenever applicable) should have at least 2 years warranty.

Service warranty shall likewise be reckoned within three (3) years from delivery, installation and completion of the foregoing project. The winning contractor shall ensure that they have a branch office within Cagayan de Oro City for efficient after-service warranty as well as ensure of prompt action on issues with the installed generator set and electrical system.

-----END OF DIVISION 3.0 DESIGN REQUIREMENTS-----

DIVISION 4.0 PROJECT REQUIREMENTS

PART 4.1 GENERAL

The following are the conditions/design criteria under which the proposed project shall be designed and constructed:

- A. Project Objectives:
Construction of the proposed *Design and Installation of Generator Set with Powerhouse* should be in quality, in such a way that it provides the best combination of “quality, functionality, comfort, appearance, environmental sustainability, safety, accessibility for occupants and equipment .
- B. Space Requirements
Space requirements shall be referred from site development plan.
- C. Project Process
To implement and complete the design development and construction of the proposed project at a **Guaranteed Maximum Price** as per scope of work described in **Section 4** herein, and as approved by **DSWD FO-X BGM Technical staff**, the project **Owner** in conjunction with the direct End-Users.

The Designer/Builder shall provide for its account all materials, labor, equipment, tools, instruments and appliances needed or necessary to complete the “Work”. Basic and fundamental requirements and/or components required in the TOR but not explicitly shown or whether inadvertently or intentionally missed out in the approved plans and drawings or details shall be provided/installed at no additional costs as if it were incorporated in the approved plans and drawings.
- D. Development of Theme Concept and Preliminary Scheme, Design of Site Development and its Aesthetic Features which will be finalized for approval together with the detailed Architectural and Engineering Design for review by BGM Technical staff and End-Users.
- E. Detailed Architectural and Engineering Design of the approved Building Plan.
- F. Construction of the proposed Site Development and Building Works and its required Infrastructures and Appurtenances as enumerated in Section 4 of this TOR.
- G. The required design development and construction works shall be completed within a project timeframe of **ONE HUNDRED EIGHTY (180)** calendar days for the scope of works enumerated in **Section 4** of this Performance Specifications and Parameters (TOR).

PART 4.2 IMPLEMENTATION PHASE

The project shall be organized into implementing phases as per location and scope of discipline, namely as:

Phase 1 Design Phase – Architectural and Engineering Design of the proposed *Design and Installation of Generator Set with Powerhouse and Electrical System* to produce, including but not necessarily limited to, the following normal A & E services:

- Architectural Plans
- Civil Works Plans
- Structural Plans
- Electrical Plans
- Sanitary and Plumbing Plans
- Site Development Plans
- Design calculations, analyses and computations as required by the different engineering disciplines to produce the plans and working drawings.
- Construction Specifications
- Detailed Cost Estimates and BOQ

Phase 2 Construction Phase – Construction Implementation

For the design of the said building, the **Designer/Builder** should have a design team of professionals consisting of the design consultants engaged to develop the design of the proposed project. The following professionals should be included in the Design and Build Team, but this does not mean to preclude the inclusion of other professionals should the design of the building warrants the need of their expertise:

Designer / Builder Requirements

The designer / builder should have a PCAB License Category D or Higher under General Building (GB) or Specialty – Electrical Work (SP-EE). The contractor must also have an SLCC related to Electrical Electrical and Equipment Installation presenting a Contractors Performance Evaluation Sheet (CPES) or similar with Satisfactory Rating.

Design Phase Key Personnel

Regular consultations with Engineering Dept. shall be done throughout the design phase.

- Principal Architect, Certified practicing Professional with minimum experience of five (5) years.
- Structural Design Engineer with minimum experience of five (5) years.
- Professional Electrical Engineer with minimum experience of five (5) years.

Construction Phase Key Personnel

The assigned Construction Phase Key Personnel must be at the construction site to oversee and supervise the works in progress as demanded by the construction activities that require their respective expertise and specialties.

- One (1) Licensed Project/Civil Engineer with 5 years minimum experience
- One (1) Licensed Architect with 3 years minimum experience
- One (1) Professional Electrical Engineer with 5 years minimum experience
- DOLE Accredited Safety Officer with 5 years minimum experience

The **Designer/Builder** should appoint a professional Project Manager/Engineer. The Project Manager/Engineer would be responsible for managing the activities of the professional design team, and ultimately for the construction of the project. This person would report directly to the Technical Coordinating Panel and would attend to meetings of the project control group, providing the link between the professional design team and the project control group (the DSWD FO-X BGM Technical Staff).

In the absence of the Project Manager/Engineer, the Senior Architect shall assume the role of coordinating all the other professionals involved. Where this is the case, the requirement to report to the DSWD FO-X BGM Technical Staff should still be maintained.

For the Phase 1 process, the **Designer/Builder** should produce the Detailed Architectural and Engineering Design, Working Drawings, Detailed Project Cost Estimates and Construction Specifications for the building project.

Construction Stage Equipment Required (Minimum)

EQUIPMENT	MINIMUM NUMBER
Hammer Chipping Gun	1
Bagger Mixer	1
Mini-dump truck	1
Concrete Vibrator	1
Welding Machine	1
VMP Multimeter	1

-----END OF DIVISION 4.0 PROJECT REQUIREMENTS-----

DIVISION 5.0 DETAILED SCOPE OF WORKS

PART 5.1 PRE-PLANNING PHASE

The prospective Designer/Builder, by submitting his Proposal, represents that:

- 5.1.1 He has thoroughly read/examined carefully and understands fully all the proposal documents and his proposal will be in accordance therewith.
- 5.1.2 His Proposal is based upon the conditions and requirements of the proposal documents and this TOR without exception.
- 5.1.3 He has visited and inspected the Site of Works and its surroundings and has determined for and satisfied himself as to all matters pertaining to the project, including the location and the nature of the work; constraints and limitations for access and temporary construction facilities; climatic conditions; the nature and condition of the terrain: geological conditions at the site; transportation and communication facilities; the requirement and the availability of materials, labor, water, electric power, the locations and extent of aggregate sources, and other factors that may affect the cost, duration and execution of the work, and that he has determined the general characteristics of the project and the conditions indicated above.
- 5.1.4 He has acquainted and familiarized himself with all conditions, local or otherwise, affecting the carrying out of the contract work and has arrived at an estimate of the facilities available and the facilities needed for the project.
- 5.1.5 He has familiarized himself with all laws, decrees, regulations of the Philippines, local regulations and ordinances including green building design concept and construction requirements, which may affect or apply to the operations and activities of the contractor.

PART 5.2 SURVEY & STUDIES

5.2.1 Survey of Existing Utilities

The prospective **Designer/Builder** is expected to conduct an actual site survey of the project area to identify/verify preliminarily, the metes and bounds of the proposed project including easements and property lines. In the process, he shall be able to familiarize himself with the site and nearby occupancy.

- 5.2.2 It is also expected that the prospective **Designer/Builder** shall familiarize himself with existing relevant materials and literature of the project, to enable him to come up with an intelligent proposal.
- 5.2.3 Determine existing and proposed infrastructure, facilities, utilities, etc., which may have a bearing on the planning and design exercise. **DSWD FO-X**, through the **DSWD FO-X BGM Technical Staff** shall identify/locate the existing utilities at the site, namely:
 - a. Electrical Power Supply System (underground and/or overhead)
 - b. Water Supply System
 - c. Sewer and Storm Drainage System
 - d. Telephone Lines (underground and/or overhead)

PART 5.3 PLANNING / DESIGN PHASE

5.3.1 Architectural/Engineering Design Requirements/Considerations:

- A. The detailed design shall conform to the general standards adopted by the National Building Code of the Philippines, Electrical Code of the Philippines, Mechanical Code of the Philippines, Plumbing/Sanitary Code of the Philippines, Fire Code of the Philippines, Accessibility Law (BP 344), local regulations and ordinances, incorporating green building design concepts, as a minimum, provisions for protection of the building and occupants from the elements of the weather and environmental effects.
- B. All design considerations/assumptions shall be based on the actual site condition, soil boring data, and topographic survey, prevailing wind direction and solar orientation. The technical drawings and specifications shall clearly indicate all the details required to ascertain the care and thoroughness devoted in the preparation, accuracy and technical soundness, and their usefulness as a guide to project implementation. When details shown in the working drawings are inadequate for implementation, shop drawings must be furnished from time to time as needed to guide in the construction and/or installation. All shop drawings and drawings marked by designer for implementation shall bear the approval of TCP before implementation.

5.3.2 Power Supply and Distribution

The contractor shall assist **DSWD FO-X BGM Technical Staff** in coordinating with the local electrical company to ensure that the project shall have an ample electrical power supply.

5.3.3 Architectural and Engineering Designs

A. Architectural Design

- i.) The building should be designed for mechanical, natural or combined ventilation.
- ii.) The prospective bidder shall prepare the Preliminary Architectural Plans incorporating sustainability and green building design concepts, in compliance and in accordance with the requirements of the National Building Code of the Philippines, Accessibility Law (BP 344) including all other applicable laws and local ordinances.
- iii.) *The Preliminary Architectural and Engineering Plans to be submitted in the bid opening should be sufficient and adequate enough such that it can serve for the following purposes:* Basis for the **DSWD FO-X BGM Technical S** for determining the acceptability of the bid based on this PERFORMANCE SPECIFICATIONS AND PARAMETERS and ITB. The Architectural and Engineering Plans in the bid submittals are not necessarily detailed and complete but should show the general layout, circulation, framing layouts, materials and finishes to be applied, locations and classifications of utilities and the building electrical and mechanical services, etc. These submitted plans are for bid purposes only and should be sufficient enough such that the bidder can intelligently make his BOQ to arrive his bid cost. The final detailed Architectural and Engineering Plans are to be submitted later when the contract is awarded to the winning responsive bid. When this final detailed Architectural and Engineering Plans are approved by the Owner, it become the basis for the execution of the Construction Phase of this Design & Build Contract

iv.) Enable the Designer/Builder to intelligently quote for the schedule of bid prices, considering due allowances for cost calculations as enumerated in Clause 9.0 of this PERFORMANCE SPECIFICATIONS AND PARAMETERS. The Designer/Builder's total Bid Price quoted shall be taken as the Designer/Builder's Guaranteed Maximum Price (GMP) for the Project.

ARCHITECTURAL SUBMITTALS (at suitable scale on A3 whiteprint paper minimum size):

1. Perspective
2. Floor Plans and furniture layout
3. Elevation Plans
 - a. Front Elevation
 - b. Rear Elevation
 - c. Right Elevation
 - d. Left Elevation
4. Section Plan
 - a. Longitudinal Section
 - b. Cross Section
5. Doors & Window Schedule
6. Architectural detail of stairs and ramp for the handicapped
7. Reflected Ceiling Plans
8. Schedule of Finishes for floors, walls and ceiling

B. Structural Design

i.) The **Designer/Builder** shall prepare the necessary structural analysis/calculation and design of the structural members of the building component in accordance with the National Building Code of the Philippines with its referral codes such as the National Structural Code of the Philippines, etc. The design for the structure shall take into account, among other things, the seismic requirements of the area to determine the optimum safety of the whole structure and to minimize possible earthquake damage.

ii.) On the basis of the data obtained from the detailed site investigations, topographical/soil and survey, geotechnical engineering, foundation investigation, material testing, survey of existing site conditions, the seismic requirements of the area, the load requirements of the building and other investigation required to obtain the data necessary to ensure the safety of the structure, the proponent shall prepare the preliminary structural design plans of the structure.

STRUCTURAL SUBMITTALS (at suitable scale on A3 whiteprint paper minimum size)

1. Structural Design Criteria and Design Notes
2. Foundation Plan
3. Schedule of slab, beams and girders
4. Schedule of columns
5. Schedule of footings
6. Roof framing plan
7. Schedule and details of trusses

C. Sanitary/Plumbing Design (if applicable)

Drainage and Sewerage

- a. Drainage and sewerage shall be underground.
- b. The drainage layout shall show all the required information such as direction of flow, manhole-to-manhole distances, and sizes of lines, manholes/canals, location of outfalls, etc.
- c. Design of sewerage system shall be based on the total requirement of the building.

SANITARY / PLUMBING SUBMITTALS (at suitable scale on A3 whiteprint paper minimum size):

1. General Notes
2. Legend & Symbols
3. Sewer, vent and storm drainage layout
4. Isometric Diagram
5. Miscellaneous details
6. Drainage System

D. Electrical Design

- i.) The prospective bidder shall prepare a preliminary design plans for the electrical and power supply system of the building in accordance with the Electrical Code of the Philippines, Fire Code of the Philippines, National Building Code of the Philippines and other relevant laws and ordinances
- ii.) The prospective bidder shall prepare a design for the electrical and power supply system and telephone system considering ease of maintenance and prevention of illegal connections.
- iii.) Electrical supply shall be sourced from the local electrical utility. Minimum wire sizes shall be as follows: 3.5mm² (#12) for lighting circuits and 5.5mm² (#10) for power and outlets circuits.

ELECTRICAL SUBMITTALS (at suitable scale on 20" x 30" whiteprint paper minimum size):

1. Power Riser Diagram
2. Power Layout System
3. Lighting Layout System
4. Grounding System
5. Load Schedules
6. Others as applicable

E. Other Requirements

1. Technical Specifications
2. Structural Design Analysis and computation
3. Narrative description of all green features and strategies used in the design of the building to comply requirements of sustainability and green building design best practices. These green building features must be clearly shown and/or indicated in the submitted plans.

F. Final Design and Construction Plans

Upon award of contract, the contractor shall comply the following;

1. Within fifteen (15) days prior to the official start of the project, the Designers shall meet with DSWD FO-X BGM Technical Staff and the End-Users for an Inception Meeting to discuss the design issues and concerns to be address in the making of the final plans and designs.
2. Prepare final draft of Architectural and Engineering Design Plans incorporating all design refinements and revisions based on project requirements and the issues and concerns raised in the Inception Meeting or as may be required by **DSWD FO-X** within the scope of design parameters/requirements/considerations set forth in the PERFORMANCE SPECIFICATIONS (TOR) at no additional cost to **DSWD FO-X**.
3. The final draft of design plans and specification shall be submitted to the **DSWD DSWD FO-X BGM** Technical Staff for assessment/evaluation and review as to compliance with the requirements of the PERFORMANCE SPECIFICATIONS and Standards Facilities. Such findings/recommendation of the Technical Coordinating Panel shall be incorporated in the final plans at no additional cost to **DSWD FO-X**.
4. Submit to the **DSWD FO-X** the Final Architectural and Engineering Design Plans and Specifications duly signed and sealed by the concerned Professional Architect and Engineers incorporating all the necessary revisions and refinements within **30 calendar days** after the effectivity of the Design & Build contract for approval. The Final Architectural and Engineering Plans and Specifications are mandatory requirements for the first billing. No release of first billing payment if the Final Architectural and Engineering Plans are not complete.

5.3.4 Construction Phase

- A. The Designer-Builder shall carry out and complete all items of work within the scope of works in accordance with the approved plans and specifications.
- B. The Designer/Builder shall prepare approved major modifications/changes in design, if any, during the construction implementation.
- C. The Designer/Builder shall prepare monthly accomplishment reports supported with progress photographs and S-Curves to monitor actual progress status report and to be used as basis for progress billing.
- D. Permits and Clearances. The Contractor shall, upon authorization of **DSWD FO-X**, make representations with the government agencies concerned to expedite the processing of the necessary permits and certificates such as the following:
 - i. Building/Electrical/Sanitary Permits
 - ii. Occupancy permit
 - iii. All other permits/clearances as may be required for the construction.
- E. Final billing of the Contractor will not be released unless the approved original copy of the Certificate of Occupancy is submitted to DSWD FO-X.
- F. Mobilization. The Contractor shall mobilize all the required project team personnel, equipment, tools, and manpower with the required skills and in sufficient number as may be necessary for his efficient undertaking of the project.

- G. Construction Stage. As a rule, contract implementation guidelines for procurement of infrastructure projects shall comply with Annex “E” of IRR, RA 9184. The following provisions shall supplement these procedures:
- i. No works shall commence unless the contractor has submitted the prescribed documentary requirements and **DSWD FO-X** has given written approval. Work execution shall be in accordance with reviewed and approved documents.
 - ii. 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 **DSWD FO-X** to meet all regulatory approvals as specified in the contract documents.
 - iii. The contractor shall submit a *Detailed Program of Works* and *Inception Report* within fifteen (15) calendar days after the issuance of the Notice to Proceed for approval by the procuring entity that shall include, among others:
 1. The order in which it intends to carry out the work including anticipated timing for each stage or design/detailed engineering and construction;
 2. Periods for review of specific outputs and any other submissions and approvals;
 3. Sequence of timing for inspection and tests;
 4. General description of the design and construction methods to be adopted;
 5. Number of personnel to be assigned for each stage of the work;
 6. List of equipment required on site for each stage of the work; and
 7. Description of the quality control system to be utilized for the project.
 - iv. *As a Design and Build project, errors and omissions in the designs are the responsibility of the Design-and-Build Contractor. Wherefore any errors, omissions, inconsistencies, inadequacies, non-functionality or failures submitted by the Contractor that do not comply with the requirements and objectives of the TOR shall be rectified, corrected, 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 **DSWD FO-X** within a reasonable period and shall shoulder the cost of such changes*
 - v. As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract signing and approval. The following guidelines shall govern approval for change or variation order:
 1. Change Orders resulting from design errors, omissions, inconsistencies, non-functionality 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 **DSWD FO-X**.
 2. The contract documents shall include the manner and schedule of payment specifying the estimated contract amount and installments in which the contract will be paid.
 3. **DSWD FO-X** shall define the quality control procedures for the design and construction in accordance with the Government Guidelines and shall issue the proper certificates of acceptance for sections of the works or whole of the works as provided for in the contract documents.

4. The Contractor shall provide all necessary equipment, personnel, instruments, documents and others to carry out specified tests.
 5. This design and build project shall have minimum Defects Liability period of one (1) year contract completion or as provided for in the contract documents. This is without prejudice to the liabilities imposed upon the engineer/architect who draw up the plans and specification for a building sanctioned under Section 1723 of the New Civil Code of the Philippines.
 6. The Contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty period of 15 years. If the building is damaged or collapsed because of these design and structural defects, the Contractor shall repair and/or retrofit the building at no additional cost to the Owner provided that the failure or collapse occurred within the warranty period.
- vi. The Contractor shall commence work within (7) calendar days from the date of receipt of Notice-to-Proceed. The design and construction of the project shall be completed within ONE HUNDRED EIGHTY (180) calendar days from the date of effectivity of the Agreement.

5.3.5 As-built Plans.

The contractor shall cause the preparation and submission of As-built Plans duly signed and sealed by all concerned parties involved in the construction in the same sheet size and scale as the original drawings in four (4) sets of whiteprints copy and one (1) electronic/reproducible copy. These As-built Plans must be a faithful reproduction/layout of what were provided and/or installed in the actual construction of the project. These four (4) whiteprints copy is for **DSWD FO-X** only. Additional whiteprint copies of the As-built plans may be required by the Building Official for obtaining Certificate of Occupancy and it is the responsibility of the Contractor to provide the Building Official the needed documents.

5.3.6 Reports to be Submitted

- A. The Designer/Builder shall submit five (5) hard copies and one (1) CD copy of the following reports and document, all in English, with a general format and content properly bound with title cover acceptable to **DSWD FO-X**. These reports shall be submitted in accordance with the schedule included in the technical proposal approved by **DSWD FO-X**:
- B. Consultant's Comments. Covering the **DSWD FO-X** preliminary studies and basic design criteria (Inception Report) to be submitted within fifteen (15) days after the issuance of Notice to Proceed.
- C. Quantity Calculations. Complete calculations for every item of construction work specified in the Bill of Quantities.
- D. Design Report. Summarizing the basis for the design presented and including all design calculations properly indexed.
- E. Unit Price Analysis. Showing sources of data and all calculations made in determining the unit price of each item of work, including profit factor, overhead, contractor's tax, etc.
- F. Drawings Submittal. Submittal shall design drawings such as site development, architectural, civil, structural, electrical, sanitary, and plumbing plans.

- G. The Contractor shall be obliged to the submission and deliberation of the following reports:
- i. Inception Report – to be submitted within fifteen (15) days after the official start of the project in five (5) bounded copies and one (1) CD copy.
 - ii. Interim Progress/Status Report – to be submitted during request for progress billing.
 - iii. Draft Final Report – to be submitted on the seventh week in six (6) bounded copies and one (1) CD copy.
 - iv. Final Report – to be submitted one (1) week after the return of the draft final report with comments, recommendations and conclusions, as well as compilation of reports previously submitted, in six (6) bounded copies and one (1) CD copy.

5.3.7 Bid Evaluation and Selection Process

The Design/Build Proposal shall be evaluated using a Two-Step Procedure:

- A. First-Step Procedure: The first step of the evaluation shall involve the review of the preliminary conceptual designs and track record submitted by the contractor as indicated in the bid documents using a non-discretionary “pass/fail” criterion that involve compliance with the following requirements:
- i. Adherence of preliminary design plans to the required performance specifications and parameters and degree of details.
 - ii. Concept of approach and methodology for detailed engineering, design and construction with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan of approach, and the quality of interpretation of project problems, risks, and suggested solutions; and
 - iii. 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.
- B. Second-Step Procedure: Only those bids that passed the above criteria shall be subjected to the second step of evaluation.
- i. The **DSWD FO-X** BAC shall open the financial proposal of each “passed” bidder and shall obtain the correct calculated prices. The financial bids as so calculated shall be ranked, in ascending order, from lowest to highest. The responsive bid with the lowest price shall be identified as the Lowest Calculated Bid (LCB).

5.3.8 Schedule of Deliverables

To clarify the sequence of activities and deliverables under this Terms of Reference (TOR), reference must be made to the chart below after the contract is awarded.

-----END OF DIVISION 5.0 DETAILES SCOPE OF WORKS-----

No materials to be installed without being inspected and approved by any of the engineers/architect and inspectorate team. All work to be undertaken must conform proper standards and specifications.

NOTE:

Site Visit/Inspection is a pre-requisite and must be submitted together with the bidding documents. Non-site inspection will be a ground for disqualification.

I hereby certify to comply with all the above requirements.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Section VII. Drawings

Drawings



Section VIII. Bill of Quantities

Bill of Quantities

Item No.	Item Description	Quantity	Unit	Material Cost	Labor Cost	Unit Cost	Amount
1	Electrical Plan Preparation						
1.1	Plan Preparation	1.00	lot			-	-
SUB - TOTAL (Electrical Plan Preparation)							-
2	Electrical Room						
2.1	Demolition Works	1.00	lot			-	-
2.2	Civil Works	1.00	lot			-	-
2.3	Architectural Works	1.00	lot			-	-
2.4	Roofing Works	1.00	lot			-	-
2.5	Electrical Works	1.00	lot			-	-
SUB - TOTAL (Electrical Room)							-
3	Supply of Generator Set						
3.1	Supply of Generator Set	1.00	lot			-	-
3.2	Provision of Generator Accessories	1.00	lot			-	-
3.3	Equipment Handling & Mobilization	1.00	lot			-	-
SUB - TOTAL (Supply of Generator Set)							-
4	Generator Set Installation						
4.1	Wiring and Rewiring Works	1.00	lot			-	-
4.2	Installation of Equipment	1.00	lot			-	-
SUB - TOTAL (Generator Set Installation)							-
A	Total Direct Cost (Material, Labor and Equipment)						
B	Overhead, Contingencies & Miscellaneous Expenses						
C	Contractor's Profit						
D	Value Added Tax						
TOTAL PROJECT COST						PHP	-

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (d) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** original copy of Notarized Bid Securing Declaration; **and**
- (f) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. Construction Schedule and S-Curve;
 - d. Manpower Schedule;
 - e. Construction Methods;
 - f. Equipment Utilization Schedule;
 - g. PERT/CPM;
 - h. 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;
- (g) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder;

- (h) Certificate of Site Visit; and
- (i) Conceptual Design (with electrical building and room layout; electrical room setup; and Load Computation [for the entire DSWD FO X Compound as well as the proposed additional buildings]).

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- (l) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

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

Section X. 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 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 the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ 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.

¹ 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: _____

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		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
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		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
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: _____

Date: _____

Statement of Single Largest Completed Contract (SLCC) ² 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		Description	%	b. Date Started
	c. Contact Nos.				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: _____

Date: _____

² The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 5.2 of Section III. Bid Data Sheet, 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 of Section II. Instruction to Bidders.

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]

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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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]

