

## **NOTICE FOR NEGOTIATED PROCUREMENT**

(Negotiated Procurement due to Two Failed Bidding)

### **DESIGN AND BUILD OF VARIOUS CIVIL WORKS FOR CRCF – LOT 1 (CONSTRUCTION OF ECUMENICAL CHAPEL)**

1. The *Department of Social Welfare and Development Field Office X* through the **Current Appropriations GAA 2023** intends to apply the sum of **One Million Pesos (Php 1,000,000.00)** only being the Approved Budget for the Contract (ABC) to payments under the contract for the Design and Build of Various Civil Works for CRCF – LOT 1 (CONSTRUCTION OF ECUMENICAL CHAPEL) under NP-TFB No. 2023-10-14. Bids received in excess of the ABC shall be automatically rejected at opening of quotation.
2. The *DSWD FO X* now invites bids for the above Procurement Project. Delivery of the Goods shall be in accordance with Section VI (Schedule of Requirements). Prospective Bidders must have completed a similar contract within the preceding two (2) years, a single contract equivalent to at least twenty five percent (50%) of the Approved Budget Cost per Lot to be bid. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders
3. The procurement procedure that will be adopted is Negotiated Procurement considering that there has been two failure of biddings pursuant to Section 53.1 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

The procurement is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

The Bids and Awards Committee (BAC) will engage in negotiation with a sufficient number of service providers to ensure effective competition. The selection of the successful offers shall be based on the best and final offer that be will submitted on a specified date, which could meet the DSWD FO 10’s minimum technical requirements and does not exceed the ABC.

4. Prospective bidders may obtain further information from *DSWD FO X BAC Secretariat* at the address given below during weekdays (except holidays) from **8:00 AM – 5:00 PM starting October 4, 2023.**
5. The deadline for the manual submission of quotations is on **October 16, 2023 @ 9:30 AM** which shall be delivered at BAC Secretariat, DSWD Field Office X, Masterson, Avenue, Upper Carmen, Cagayan de Oro City. Late quotations/ proposals shall not be accepted.

6. Virtual opening of quotations/ proposals through videoconferencing via google meet shall be on **October 16, 2023 @ 10:30 AM onwards** 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.
7. The DSWD FO X will hold a suppliers' forum to discuss the eligibility requirements, technical specifications and scope of work on **October 9, 2023 @ 1:00 PM.** via videoconferencing through google meet (<https://meet.google.com/nsz-zwzz-ems>).
8. 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected suppliers.
9. For further information, please refer to:  
  
**ATTY. JUSTINE PHILLIP O. TADEO**  
Head, BAC Secretariat  
DSWD Field Office No.10  
Masterson Avenue, Upper Carmen, Cagayan de Oro City  
Tel No. (088) 858-6333 local 102  
Mobile No. 09067979674  
[bac.fo10@dswd.gov.ph](mailto:bac.fo10@dswd.gov.ph)
10. You may visit the following websites for downloading of Notice for Negotiated Procurement:  
**www.philgeps.gov.ph** or **https://fo10.dswd.gov.ph/**

October 4, 2023

**RONALD RYAN R. CUI**  
*Chairperson, Bids and Awards Committee*

# ***Checklist of Technical and Financial Documents***

To ensure that DSWD FO X negotiates contract with a technically, legally, and financially capable supplier, the prospective supplier must submit the following documents (each supplier/bidder shall **submit three (3) sets of documents, namely: One (1) ORIGINAL COPY (BLUE ENVELOPE), and Two (2) Certified True Copies: COPY 1 (RED ENVELOPE), and COPY 2 (YELLOW ENVELOPE)** of the Technical and Financial Components in a separately sealed envelope duly marked and signed):

## **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) Philippine Contractors Accreditation Board (PCAB) License; **or**  
Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- (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; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

***Class "B" Documents***

- (j) 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.
- (k) Certificate of Site Visit

**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

# *General Conditions of Contract*

## **1. Scope of Contract**

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

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

## **2. Sectional Completion of Works**

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

## **3. Possession of Site**

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

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

## **4. The Contractor's Obligations**

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

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

## **5. Performance Security**

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **6. Site Investigation Reports**

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

## **7. Warranty**

7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property (ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

## **8. Liability of the Contractor**

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

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

## **9. Termination for Other Causes**

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

**10. Dayworks**

Subject to the guidelines on Variation Order in Annex “E” of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Day works 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.

DSMD FOX

# Special Conditions of Contract

GCC Clause			
2	<p>The <b>Intended Completion Date</b> is as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Lot 1</td> <td style="text-align: center;">120 Calendar Days</td> </tr> </table> <p><b>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</b></p>	Lot 1	120 Calendar Days
Lot 1	120 Calendar Days		
4.1	The <b>Procuring Entity</b> 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.		
6	<p>The site investigation reports are:</p> <ol style="list-style-type: none"> <li>1. Geodetic Survey</li> <li>2. Soil Test Report</li> </ol>		
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: Fifteen (15) years.</i></p> <p><i>In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years.</i></p> <p><i>In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures: Two (2) years.</i></p>		
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.		
11.1	The Contractor shall submit the Program of Work to the Owner/Project Manager after the Design Phase, together with the design construction plans as required in Clause XI – Submittals under Section VI – Performance Specifications & Parameters of these contract Documents, but not later than 90 calendar days after receipt of the Notice to Proceed.		
11.2	<p>The period between Program of Work updates is Thirty (30) days or less if the Procuring Entity requires an update.</p> <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	The amount of the advance payment is <b>15% of the contract cost.</b>		

	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.
14	<p>Progress payments shall be based on the “updated” Detailed Bill of Quantities based from the detailed cost estimates prepared and submitted by the Contractor during the Design Phase which is part of his submittals. Updating shall be limited only to minor items or sub-items not initially considered by the Contractor, but in no way shall the “updating” changes the bid amount for each particular pay 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><b>Electronic versions of the As Built documents shall be in PDF and original design software formats.</b></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 of all equipment within the date required.</p> <p>However, such documents will form part of the requirements in processing the final payment.</p>

# *Technical Specifications*

DESCRIPTION	QTY	UNIT	STATEMENT OF COMPLIANCE
Design and Build of Various Civil Works for CRCF – Lot 1 (Construction of Ecumenical Chapel)	1	Lot	

## I. GENERAL

### 1. INTRODUCTION

This project undertaking is aimed for the complete design and construction of the ECUMENICAL CHAPEL at Regional Rehabilitation Center for Youth (RRCY), BRGY. KAHULOGAN, GINGOOG CITY and its appurtenant structures at the DSWD FO-X COMPLEX, with the objective of producing a prime facility with the quality and character of environment appropriate to the aims of the DSWD FO-X. The resulting building should possess the quality and character needed to meet higher quality facilities with standards, complying the National Building Code regulations and Fire Safety Standards of the Fire Code of the Philippines and at the same time meeting the requirements for sustainable design providing green features of design like allowing natural air circulation, energy conscious designs, maximum utilization of day lighting, employing plants as part of the integrated building design for natural air pollution filter and carbon removal and improving the indoor and outdoor air quality of the building and conservation of water use through rain collection and utilization.

### 2. 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 construction of the proposed **ECUMENICAL FACILITY**. The objectives of this **PERFORMANCE SPECIFICATIONS AND PARAMETERS** herein referred to as **TOR** are as follows:

- 2.1. To provide the **Designer/Builder** with the background information regarding the preparation and submittal of the proposal;
- 2.2. 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;

### 3. ROLE OF THE DESIGNER/BUILDER

- 3.1. 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 **ECUMENICAL FACILITY** building 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.

- 3.2. 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 Technical Inspectors** qualified technical staff.
- 3.3. The **Designer/Builder** shall complete the services or “**Work**” within ONE HUNDRED TWENTY DAYS (120) calendar days scheduled as follows:
  - 3.3.1 Detailed Design Phase including review **by DSWD FO-X Technical Inspectors** technical staff should be completed within fifteen (15) calendar days.
  - 3.3.2 Construction Phase should be completed within ONE HUNDRED TWENTY (120) calendar days.

#### **4. EXTENT OF THE PROJECT**

##### **Scope of Work/Project Description**

Design and Build of the ECUMENICAL FACILITY design concepts are as indicated in the conceptual plans. The works consist of the following:

This project undertaking is aimed for the complete design and construction of the ECUMENICAL CHAPEL at RRCY COMPLEX with the objective of producing a prime facility with the quality and character of environment appropriate to the aims of the DSWD FO-X. The resulting building should possess the quality and character needed to meet higher quality facilities with standards, complying the National Building Code regulations and Fire Safety Standards of the Fire Code of the Philippines and at the same time meeting the requirements for sustainable design providing green features of design like allowing natural air circulation, energy conscious designs, maximum utilization of day lighting, employing plants as part of the integrated building design for natural air pollution filter.

THE ECUMENICAL CHAPEL shall have a ground area of 120 sqm with an Architectural depiction that combines the mixture of contemporary and modern. The Chapel features should include among others the following, adequate spaces for storage for convergence and intercession. The Ecumenical Chapel floor layout shall consist of the following: Open area, Veranda spaces, and Entrance ways, prayer Room and Wudu/ablution area for spiritual cleansing.

The building shall be designed and constructed incorporating the sustainability principles of ecologically responsive building design and design considerations for environmental protection of the building and occupants from the elements of the

weather. Providing shade protection and open flow of natural air circulation are very important considerations in the design. The design parameters and performance standards are required to ensure that all aspects in the design and construction stages attain minimal impact to the environment while providing an ECUMENICAL CHAPEL that is resilient, of high standards and in harmony with its surroundings. a) Design Parameters: i. Site Analysis. A detailed site analysis shall be conducted for the purpose of analysis, recording and evaluating information on the site and its surroundings. The result of the analysis shall be used in the design process. The analysis shall include: Building Orientation; Wind Direction; Soil Type and Condition; Topography; Vegetation and Natural Features; Precipitation & Hydrology; Surrounding land uses & buildings; Prominent Vision lines / Visual linkages; and locally available resources ii. Site Planning this parameter shall be incorporated during the design of the building and shall include: Shape, size and orientation of the area where the building will be built; Levels and contours of the area and its surroundings; Height of existing buildings and its surroundings; Open spaces surrounding the property Natural or man-made structures. The design and construction of the building shall conform to the following standards: Energy Efficiency. Requires the adoption of efficient practices, designs, methods and technologies that reduce energy consumption resulting in cost savings. Water Efficiency. Requires the adoption of efficient practices, plan, design, materials, fixtures, equipment and methods that reduce water consumption resulting in cost savings. Material Sustainability. Material Sustainability governs all matters related to resource efficiency and material selection and use with the least impact on the environment. Solid Waste Management. Efficient waste management requires the adoption of efficient waste management practices and use of eco-friendly materials. Site Sustainability. Requires the adoption of planning, design, construction and operation practices that minimize the adverse impact of buildings on ecosystems and water resources. Indoor Environmental Quality. Requires the adoption of efficient design and operation practices that take into consideration the building environment to improve occupant health, productivity and safety.

## **II – PROJECT REQUIREMENTS**

### **5. GENERAL**

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

#### **5.1 Project Objectives**

5.1.1 Construction of quality **ECUMENICAL CHAPEL** building in such a way that it provides the best combination of “quality, functionality, comfort, appearance, environmental sustainability, safety, accessibility for occupants and equipment, weather protection of building and occupants, and the building technical infrastructure. On floors susceptible to wetting/flooding due to rain and drifts from strong wind shall be provided along the floor edges with gutter drains to serve as interceptor catchment to flooded floor and provided with properly laid discharge pipe outlets.

5.1.2 Construction of Landscape to depict a model projecting the harmony between nature and development emphasizing the prime concern for environmental preservation and balanced growth, landscape plantings will be

used so as to dramatically improve the aesthetics of the building and improve the ambient air quality and reduce the heat island effect. As the available surrounding areas are limited, pocket gardens shall be considered in the overall landscaping design.

5.1.3 The **ECUMINECAL FACILITY** shall be planned and designed such that its characteristics and specifications keep up with the philosophy and goals of the DSWD FO-X by adopting the guidelines of internationally acceptable standards. The building shall be designed and constructed incorporating the sustainability principles of ecologically responsive building design and design considerations for environmental protection of the building and occupants from the elements of the weather. The design of the building shall be consistent with the master plan of the DSWD FO-X RRCY COMPLEX. The building aesthetics shall depict The **ECUMENICAL CHAPEL** architectural façade and elevation shall be such that the rustic and modern architecture merge and intersect. Preservation of existing site vegetation and other endangered plants and trees present at site shall be considered in the design of the site development plan. Where trees become an obstruction, efforts should be made to cause their relocation. If it is not practical a suitable replacement in the general landscaping plan should be provided to restore the balance of the removed trees oxygen generation abilities. Provision fire protection system must be included in the design of the building in accordance with the new Fire Code of the Philippines. Safety-conscious design and use of materials/finishes such as on fire resistivity, non-toxicity, dry type and non-slippery, slip and fall protection. Rain drift shall be prevented to drip inside the building door and window openings and fenestration. Window edges shall be kept watertight. Where fall hazard is imminent and obvious, provision for fall barriers and protection like providing grills shall be mandatory even if the approved plans and drawings did not indicate. General windows should allow natural ventilation to at least 100% of identified areas for ventilation. Provision of ramps may be considered for compliance with BP 344. Energy efficient building envelope that allows for natural air circulation to flow into the building interiors. This is a mandatory requirement for the building sustainability features in the application of the green building design concepts. If the final building design and construction does not yield the required natural air circulation flow or the important sustainability features are lacking, the erected/installed building components in question shall be corrected and re-laid to meet the green building design features required at no extra cost to the Owner.

### 5.3 Space Requirements

Space requirements shall be referred from ECUMENICAL CHAPEL plan.

### 5.4 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 Technical Inspectors.**, 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.*

- 5.4.1 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 Engr. Dept. and End-Users.
- 5.4.2 Detailed Architectural and Engineering Design of the approved Building Plan.
- 5.4.3 Construction of the proposed Site Development and Building Works and its required Infrastructures and Appurtenances as enumerated in Section 4 of this TOR.
- 5.4.4 The required design development and construction works shall be completed within a project timeframe of **ONE HUNDRED TWENTY (120)** calendar days for the scope of works enumerated in **Section 4** of this Performance Specifications and Parameters (TOR).

Note: Bidders must state either “**Comply**” or “**Not Comply**” or any equivalent term in the column “Statement of Compliance” against each of the individual parameters of each “Specification”.

I hereby commit to comply with all the above requirements.

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Bidder’s Signature over Printed Name

Date: \_\_\_\_\_