

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Visayas Avenue, Diliman, Quezon City, 1128

**CONSTRUCTION OF DENR MULTI-
PURPOSE BUILDING
Bid Ref. No. DENR-CO-2020-016**

**BIDS AND AWARDS COMMITTEE
October 2020**



DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Visayas Avenue, Diliman, Quezon City, 1128

Table of Contents

GLOSSARY OF TERMS, ABBREVIATIONS, AND ACRONYMS.....4

SECTION I. INVITATION TO BID6

INVITATION TO BID.....7

SECTION II. INSTRUCTIONS TO BIDDERS10

1. Scope of Bid11

2. Funding Information.....11

3. Bidding Requirements11

4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices11

5. Eligible Bidders.....11

6. Origin of Associated Goods.....12

7. Subcontracts.....12

8. Pre-Bid Conference12

9. Clarification and Amendment of Bidding Documents12

10. Documents Comprising the Bid: Eligibility and Technical Components12

11. Documents Comprising the Bid: Financial Component.....13

12. Alternative Bids13

13. Bid Prices13

14. Bid and Payment Currencies13

15. Bid Security.....14

16. Sealing and Marking of Bids.....14

17. Deadline for Submission of Bids.....14

18. Opening and Preliminary Examination of Bids14

19. Detailed Evaluation and Comparison of Bids14

20. Post Qualification15

21. Signing of the Contract.....15

SECTION III. BID DATA SHEET16

SECTION IV. GENERAL CONDITIONS OF CONTRACT21

1. Scope of Contract22

2. Sectional Completion of Works.....22

3. Possession of Site22

4. The Contractor’s Obligations.....22

5. Performance Security.....22

6. Site Investigation Reports.....23



| | | |
|---|---|-----------|
| 7. | Warranty..... | 23 |
| 8. | Liability of the Contractor | 23 |
| 9. | Termination for Other Causes..... | 23 |
| 10. | Dayworks..... | 23 |
| 11. | Program of Work..... | 23 |
| 12. | Instructions, Inspections and Audits..... | 24 |
| 13. | Advance Payment..... | 24 |
| 14. | Progress Payments | 24 |
| 15. | Operating and Maintenance Manuals | 24 |
| SECTION V. SPECIAL CONDITIONS OF CONTRACT | | 25 |
| SECTION VI. SPECIFICATIONS..... | | 27 |
| SECTION VII. DRAWINGS..... | | 52 |
| SECTION VIII. BILL OF QUANTITIES | | 82 |
| SECTION IX. CHECKLIST OF TECHNICAL AND FINANCIAL | | 90 |
| SECTION IX. PRESCRIBED/SAMPLE FORMS..... | | 95 |



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 <i>Proposal</i> and <i>Tender</i> . (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]) |
| 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])

| | | |
|--------------------------------|---|--|
| GOV | : | 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 <i>civil works or works</i> . (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****CONSTRUCTION OF DENR MULTI-PERPOSE BUILDING**
Bid Ref. No. DENR-CO-2020-016**Approved Budget for the Contract: P60,000,000.00**

1. The **Department of Environment and Natural Resources (DENR)**, through the CY 2019 Continuing Fund intends to apply the sum of **Pesos: Sixty Million Pesos Only (P 60,000,000.00)** being the Approved Budget for the Contract (ABC) to payment under the contract for the **CONSTRUCTION OF DENR MULTI-PURPOSE BUILDING**:

| Description | Qty. | Total ABC P (VAT Inclusive) | Funding Source | Bid Security: Bid Securing Declaration OR Cash/Cashier's/ Manager's Check, Bank Draft/ Guarantee, Irrevocable Letter of Credit* equivalent to at least 2% of the ABC (P) | Bid Security: Surety Bond** (5%)(P) | Cost/Price of Bid Documents (cash payment only) (P) |
|--|-------|--------------------------------------|-------------------------------|---|---|--|
| Construction of DENR Multi- Purpose Building | 1 lot | 60,000,000.00 | CY 2019 Continuing Fund | 1,200,000.00 | 3,000,000.00 | 50,000.00 |

* *Only those issued and confirmed by a Local Universal or Local Commercial Bank*

** *Must be callable upon demand issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such bond*

2. Bids received in excess of the ABC shall automatically be rejected at Bid opening. Late bids shall not be accepted.
3. DENR now invites bids from eligible bidders for the **Construction of DENR Multi-Purpose Building** (hereinafter referred to as WORKS). **The PCAB License must indicate PCAB registered contractor for Government Projects.**
4. Completion of Works is within **two hundred (200) calendar days** from receipt of Notice to Proceed.

Project Site: DENR Main Building, DENR Compound, Visayas Ave., Diliman, Quezon City

5. Prospective Bidder must have completed a single contract similar to the project, equivalent to at least fifty percent (50%) of the ABC.

For purposes of this project, similar contracts shall refer to contracts **repair, renovation and/or construction of buildings.**

6. Open competitive bidding procedures will be conducted using a non-discretionary "pass/fail" criterion as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 9184, otherwise known as the "Government Procurement Reform Act". All particulars relative to this bidding including Eligibility Checking, Bid Security, Evaluation and Post-Qualification Procedures and Award of Contract shall be governed by R.A. 9184 and its Revised IRR.
7. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organization with at least seventy five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.



8. The Invitation to Bid and Bidding Documents may be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and DENR website at www.denr.gov.ph.
9. The complete set of Bidding Documents may be acquired by interested bidders upon payment of the corresponding fee as indicated above not later than the schedule of submission of bids. The Bidding Documents shall be received personally by the prospective Bidder or his duly authorized representative upon presentation of proper identification document.
10. The **Schedule of Bidding Activities** shall be as follows:

| ACTIVITIES | TIME | VENUE |
|---|--|---|
| 1. Sale and Issuance of Bid Documents | 8:00 AM to 5:00 PM only Mondays to Fridays Starting 30 October 2020 | BAC Secretariat c/o Dianne G. Ibias at BAC Secretariat Office, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City |
| 1. Orientation for Bidders on the Conduct of Online Conferences | 03 November 2020, (Tuesday) 1:00 PM | Online via Google Meet Platform** |
| 2. Pre-Bid Conference | 06 November 2020, (Friday) 9:30 AM | Online via Google Meet Platform** |
| 3. Submission of Bid Documents | 19 November 2020, (Thursday) 8:00 AM | BAC Secretariat Office, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City |
| 4. Opening of Bids | 19 November 2020, (Thursday) 9:00 AM | Online via Google Meet Platform** |

**** Only two (2) pre-registered representatives per bidder shall be allowed to participate in the Google Meet videoconference.**

11. Prospective Bidders interested to join the Orientation for Bidders, Pre-Bid Conference and Bid Opening through Google Meet video conference may send request for the link to the bac.co@denr.gov.ph with the following information together with proof of identity of the attendee a day before the scheduled conference:

- a. Name of Project: _____
- b. Bid Reference No.: _____
- c. Activity: _____
- d. Company Name: _____
- e. Company Address: _____
- f. Name of Representative/s (maximum of 2 personnel only)
 - i) _____
 - ii) _____
- g. Email Address/es: _____
- h. Attach Scanned Copy or Photo of Identity

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representatives or personnel who are familiar with the bid requirements and will prepare the documents for the bidder.



12. Interested bidders may obtain further information from the BAC Secretariat c/o Dianne G. Ibias at the BAC Secretariat Office, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City from 8:00 AM to 5:00 PM only, Mondays to Fridays starting **30 October 2020** at Tel. No. (02) 8249-3367 loc. 1160. However, any queries relative to the content of the bid documents and the project requirements can only be made not later than ten (10) calendar days prior to the Submission and Opening of Bids.
13. DENR 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 bidder/s.

(sgd) **MARCIAL C. AMARO, JR., CESO III**
Assistant Secretary for Policy, Planning and
Foreign Assisted and Special Projects &
Chairperson, Bids & Awards Committee
Date: 29 October 2020



Section II. Instructions to Bidders



1. Scope of Bid

The Procuring Entity, **Department of Environment and Natural Resources-Central Office** invites Bids for the **CONSTRUCTION OF DENR MULTI-PERPOSE BUILDING** with Project Identification Number **DENR-CO-2020-016**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **CY 2019 Continuing Fund** in the amount of *Pesos: Sixty Million (PhP60,000,000.00)*.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

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**.

- 7.2. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting} as indicated the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.



- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in 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 **for one hundred twenty calendar days from the date of 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 (1) copy of the first and second components of its Bid.

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

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

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in 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 16 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 | For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Repair, renovation and/or construction of buildings.</i> | | |
| 7.1 | <i>Subcontracting is not allowed.</i> | | |
| 10.3 | Valid and current Philippine Contractors Accreditation Board (PCAB) License with <u>Principal Classification in General Building Category B and at least Medium A Contractor for Buildings or Plants</u> . The PCAB license must indicate "PCAB registered contractor for Government Projects." | | |
| 10.4 | The key personnel must meet the required minimum years of experience set below: | | |
| | Key Personnel | Years of Experience Required | License/Certificate |
| | Architect | Eight (8) years | <ul style="list-style-type: none"> • Curriculum Vitae • Valid and current Professional Identification Card issued by Professional Regulation Commission (PRC) |
| | Professional Electrical Engineer | Eight (8) years | <ul style="list-style-type: none"> • Curriculum Vitae • Valid and current Professional Identification Card issued by PRC |
| | Civil Engineer or Structural Engineer | Eight (8) years | <ul style="list-style-type: none"> • Curriculum Vitae • Valid and current Professional Identification Card issued by PRC |
| | Master Plumber | Eight (8) years | <ul style="list-style-type: none"> • Curriculum Vitae • Valid and current Professional Identification Card issued by PRC |
| | BIM Architect | Five (5) years | <ul style="list-style-type: none"> • Curriculum Vitae • Valid and current Professional Identification Card issued by PRC • Certification as BIM Architect issued on or before 2014 |
| 10.5 | The minimum major equipment requirements are the following: <ol style="list-style-type: none"> 1. Grinders; 2. Cutters; 3. Air compressor; 4. Electrical Tools, such as but not limited to pliers, voltmeter, and ammeter; | | |



| | <p>5. Painting Tools, such as but not limited to paint tray, paint rollers, and painter's tape;</p> <p>6. Cleaning Equipment, such as vacuum;</p> <p>7. Lifting Equipment, such as crane; and</p> <p>8. Hauling Tools and Equipment, such as but not limited to wire ropes, sheaves, and hauling trucks.</p> | | | | | | | | |
|-----------------|--|------------------------------------|---|------------------------------------|-----------------------------------|---------------|--------------|--------------|------------------------|
| 12 | <i>Alternative Bids shall not be accepted.</i> | | | | | | | | |
| 15.1 | <p>The bid security must be in any of the following forms issued in favor of the DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR):</p> <table border="1"> <thead> <tr> <th>Project ABC (₱)</th> <th>Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₱)</th> <th>Bid Security: Surety Bond (5%) (₱)</th> <th>Original Bid Securing Declaration</th> </tr> </thead> <tbody> <tr> <td>60,000,000.00</td> <td>1,200,000.00</td> <td>3,000,000.00</td> <td>No required percentage</td> </tr> </tbody> </table> | Project ABC (₱) | Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₱) | Bid Security: Surety Bond (5%) (₱) | Original Bid Securing Declaration | 60,000,000.00 | 1,200,000.00 | 3,000,000.00 | No required percentage |
| Project ABC (₱) | Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₱) | Bid Security: Surety Bond (5%) (₱) | Original Bid Securing Declaration | | | | | | |
| 60,000,000.00 | 1,200,000.00 | 3,000,000.00 | No required percentage | | | | | | |
| 19.2 | Partial Bid is not Allowed. | | | | | | | | |
| 20 | <p>Post Qualification: Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice from the BAC that the supplier has the Single/Lowest Calculated Bid (S/LCB), the Supplier shall submit and/or present the following requirements for post qualification:</p> <p>1. For Eligibility Documents:</p> <p>A. In case bidder submitted its Certificate of PhilGEPS Registration (Platinum Membership) during the bid submission, present original copy and submit certified true copy of the following Class "A" eligibility documents:</p> <ol style="list-style-type: none"> i. Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives; ii. Copy of any of the following documents issued to bidder by the city or municipality where the principal place of business of the bidder is located or the equivalent document for Exclusive Economic Zones or Areas : <ol style="list-style-type: none"> a) Business/Mayor's Permit for 2020. or b) Application for Business/Mayor's Permit with attached Official Receipt (OR) of payment of Licensing and Regulatory fees and 2019 Business/Mayor's Permit. <p><u>Note: Expired Business/Mayor's permit with Official Receipt of renewal application shall be accepted. Valid and current Business/Mayor's permit is subject for submission after award of contract but before payment, pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.</u></p> <ol style="list-style-type: none"> iii. Current and valid Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); iv. Audited Financial Statements (AFS) for CY 2019 with stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions dated CY 2020; <p>B. In case bidder submitted the Class "A" eligibility documents during the bid submission, present original copies of the same and submit copy of the Certificate of PhilGEPS Registration (Platinum Membership).</p> <p><i>(In case of Joint Venture between local companies, both partners must present/submit the Class "A" eligibility documents. In case of foreign partner, item "1.A.i" is not applicable, but must submit any equivalent document.)</i></p> | | | | | | | | |



2. Present original copy and submit certified true copy of the following:

- a) 2019 Annual Income Tax Return and Latest Income Tax Returns per Revenue Regulations 3-2005; *Tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission (including copy of VAT returns and corresponding payments for the last 6 months):*
- b) PO's or Contracts for all Ongoing Contracts as listed per submitted **Annex I** with corresponding contact details (contact person/email address/contact number);
- c) Certificate of Site Inspection issued by the General Services Division
- d) Valid and current SSS Clearance or Latest Quarter Premium Remittances and DOLE Clearance/Certificate of No Pending Case **or** Undertaking to present original and submit certified true copy of a valid and current SSS Clearance or latest quarter premium remittances and DOLE Clearance if declared as Lowest/Single Calculated and Responsive Bid (L/SCRB) per **Annex VII**.

(In case of Joint Venture between local companies, both partners must present/submit above item a. In case of foreign partner, must present/submit Corporate Financial Statement or Annual Report)

3. Submit original copy of the following:

- a) Company Profile (per **Annex VIII**). Company printed brochure may be included;
- b) Vicinity map/location of the business
- c) List of contractor's Key Personnel attached with Certificate of Availability of Key Personnel (per **Annex IX**); Curriculum Vitae and the following additional documentary requirements:

| No. | Key Personnel | Documentary Requirements |
|-----|--|---|
| 1 | At least one (1) Architect | <ul style="list-style-type: none"> • Curriculum Vitae • Valid and current Professional Identification Card issued by Professional Regulation Commission (PRC) |
| 2 | At least one (1) Professional Electrical Engineer | <ul style="list-style-type: none"> • Curriculum Vitae • Valid and current Professional Identification Card issued by PRC |
| 3 | At least one (1) Civil Engineer or Structural Engineer | <ul style="list-style-type: none"> • Curriculum Vitae • Valid and current Professional Identification Card issued by PRC |
| 4 | At least one (1) Master Plumber | <ul style="list-style-type: none"> • Curriculum Vitae • Valid and current Professional Identification Card issued by PRC |
| 5 | At least one (1) BIM Architect | <ul style="list-style-type: none"> • Curriculum Vitae • Valid and current Professional Identification Card issued by PRC • Certification as BIM Architect issued on or before 2014 |

(In case of Joint Venture, both partners must present/submit items a to b)



| | |
|----|--|
| | <p>4. Present original copy of the following:</p> <ul style="list-style-type: none">a) Constructor's Performance Evaluation Summary (CPES) with a Final Rating of at least Satisfactory; or Owners Certificate of Acceptance; or Owner's Certificate of Completion per submitted Annex I-A Statement of Single Largest Completed Contractb) PCAB License with <u>Principal Classification in General Building Category B</u> and at least <u>Medium A Contractor for Buildings or Plants</u>. The PCAB license must indicate "PCAB registered contractor for Government Projects." <p>5. Submit certified true copies of the Eligibility, Technical and Financial Documents in two (2) sets, marked as "COPY 1" and "COPY 2".</p> <p>6. Submit digital/scanned copy of the Eligibility, Technical, Financial and Post-Qualification Documents stored in Universal Serial Bus (USB) flash drive.</p> <p>Failure of the supplier, declared as Single/Lowest Calculated Bid (S/LCB), to duly submit the above requirements or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Supplier for award.</p> |
| 21 | <p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as</p> <ul style="list-style-type: none">1. construction schedule and S-curve;2. manpower schedule, construction methods;3. equipment utilization schedule;4. construction safety and health program approved by the DOLE; and5. other acceptable tools of project scheduling. |



Section IV. General Conditions of Contract



1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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



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

6. Site Investigation Reports

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

7. Warranty

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

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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



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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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



Section V. Special Conditions of Contract



Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 2 | <i>No further instruction.</i> |
| 3.1 | <i>The schedule of delivery of the possession of the site to the Contractor is based on the Section VI of the Bidding Documents.</i> |
| 6 | The site investigation reports necessary for the project shall be provided by the End-user unit. |
| 7.2 | The warranty shall be issued to the DENR by the Contractor against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period of Fifteen (15) years from the date of issuance of Certificate of Final Acceptance by the DENR. |
| 10 | No dayworks are applicable to the contract. |
| 11.1 | The Contractor shall submit the Program of Work to the Procuring Entity's Representative within fourteen (14) calendar days from receipt of the Notice of Award. |
| 11.2 | The amount to be withheld for late submission of an updated Program of Work is Ten Thousand Pesos (PhP10,000.00) . |
| 13 | The amount of the advance payment shall not exceed 15% of the total contract price and schedule of payment. |
| 14 | Materials and equipment delivered on the site but not completely put in place shall be excluded for payment. |
| 15.1 | The date by which operating and maintenance manuals are required is <i>upon delivery of the required items as specified in the Section VI of the Bidding Documents.</i> The date by which "as built" drawings are required prior to acceptance and shall be part of the documentary requirement for processing of final payment. |
| 15.2 | The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is Ten Thousand Pesos (PhP10,000.00) . |



Section VI. Specifications



| |
|---|
| PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER |
|---|

(page 1 of 24)

Instruction to Bidders: **Please fill up the form accordingly and sign the Bidder's Undertaking. Failure to conform will result in a rating of "FAILED".**

I. TERMS OF REFERENCE as of 08 October 2020

TERMS OF REFERENCE

Construction of DENR Multi-Purpose Building
(DENR Compound, Visayas Avenue, Diliman, Quezon City)

1. ABSTRACT

| | | |
|--|---|---|
| Title of the Project | : | Construction of DENR Multi-Purpose Building |
| Project Location | : | DENR Compound, Visayas Avenue, Diliman, Quezon City, 1128 |
| Approved Budget for the Contract (ABC) | : | P 60,000,000.00 |
| Area Covered | : | ±2,000 m² <ul style="list-style-type: none"> • GROUND FLOOR LEVEL A 825.8032 m² • GROUND FLOOR LEVEL B 1664.1170 m² • SECOND FLOOR 285.2813 m² |
| Project Duration | : | 200 Calendar Days |

2. BACKGROUND

2.1. Currently, the existing covered court in the DENR compound can no longer efficiently accommodate the needs of the Department, notably considering the number of occupants versus the current capacity. With a larger capacity, the proposed building can be used to host events and programs, such as but not limited to those related with Environment and Natural Resources Academy, Health and Wellness, as well as executive meetings. The proposed building can also be used to provide and relocate spaces for facilities and/or offices of the DENR.

3. OBJECTIVES

3.1. To provide the prospective contractors with sufficient background information on the **Construction of DENR Multi-Purpose Building at DENR Compound, Visayas Avenue, Diliman, Quezon City, 1128** which will be completed within the shortest time possible at a cost most advantageous to the government in an acceptable quality and workmanship;

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(page 2 of 24)

- 3.2. To describe the proposed project and its components in detail; and
- 3.3. To determine the roles and responsibilities of the winning contractor before, during, and after the construction period.

4. SCOPE OF WORKS

- 4.1. The Contractor, at their own expense, shall supply the necessary Documents, Labor, Materials, Transportation, Tools, Supplies, Equipment, and Appurtenances;
- 4.2. The Contractor shall manage and supervise the Project to its satisfactory completion in accordance with the Plans, Specifications, and Terms of Reference approved by the Director of Administrative Service or any duly authorized representative;
- 4.3. The Contractor shall conduct site inspection to determine the specific needs of the project; and
- 4.4. The Contractor shall perform the following tasks:

4.4.1. PERMITS & CLEARANCES

- a. Secure the following, if applicable and necessary:
 - Notice to Proceed (NTP): notice issued by the HoPE to initiate and authorize the mobilization and implementation of the project
 - Work Permit: permit issued by the GSD, including the rules and regulations to be observed by the Contractor for the duration of the project;
 - Building Permit: document issued by the Department of Building Official that serves as official consent to commence the Project, including requirements to secure the same such as but not limited to Electrical Permit, Sanitary Permit, Mechanical Permit, Locational Clearance, and Fire Safe Clearances;
 - Certificate of Occupancy: document issued by the Department of Building Official that serves as a proof that the structure built completed all the building work and suitable for occupation, including requirements to secure the same such as but not limited to Fire Safety Inspection Certificate, and Certificate of Completion;
 - Certificate of Non-Coverage: certificate issued by DENR – Environmental Management Bureau that indicates that the Project will not cause a significantly negative impact on the environment, including the corresponding Tree Cutting Permit from the concerned government agencies, if necessary; and
 - Demolition Permit: permit issued by the Department of Building Official of the Quezon City Local Government that qualifies a demolition.
- b. Pay for any and all necessary and incidental expenses in securing the above mentioned documents, if applicable;

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(page 3 of 24)

- c. Comply with all the requirements for securing the above mentioned documents, if applicable; and
- d. Make representation to expedite the release of the same upon authorization of the Director of Administrative Service or any duly authorized representative.

4.4.2. MOBILIZATION AND DEMOBILIZATION

- a. Mobilize and transport equipment, materials, and employees to the site upon receipt of NTP and Working Permit to the project site; and
- b. Demobilize or remove the same upon receipt of clearance from GSD after the completion of the project.

4.4.3. TEMPORARY FACILITIES

- a. Construct a temporary office at a location designated by the Director of Administrative Service or any duly authorized representative;
- b. Erect a temporary warehouse where materials and supplies shall be stored at a location designated by the Director of Administrative Service or any duly authorized representative;
- c. Maintain temporary facilities clean and within the guidelines of the Environmental Management Systems (EMS);
- d. Facilitate the installation of temporary lighting, power, water supply, and all necessary facilities and utilities needed to complete the project, wherein the cost of electricity and water used for the Project shall be on the account of the contractor;
- e. Provide at least one warehouseman to ensure security of materials, supplies, as well as temporary facilities and utilities as needed; and
- f. Avoid unnecessary activity around temporary utilities and facilities that may result into accidents.

4.4.4. STORAGE

- a. Deliver all supplies and materials at a location designated by the Director of Administrative Service or any duly authorized representative;
- b. Coordinate with the Materials Handling Section for verification of all deliveries;
- c. Ensure that all supplies and materials are properly turned over and delivered on the designated location in good quality and condition;
- d. Provide a record of delivery indicating its time; and
- e. Store materials to ensure the preservation of their quality and fitness for their work and to facilitate prompt inspection.

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(page 4 of 24)

4.4.5. DEMOLITION AND REMOVAL WORKS

- a. Incorporate an itemized list of the necessary demolition works into the schedule of construction operations required;
- b. Perform demolition of all stated existing areas and kind of obstructions within the limit of the project while preventing damage to other facilities in accordance with all applicable laws and ordinances;
- c. Place unnecessary materials or debris in approved containers to prevent the spread and accumulation of dust and dirt;
- d. Remove debris from the area of work as often as necessary, but not less than once at the end of each work day; and
- e. Turn over salvaged materials.

4.4.6. DAMAGE PREVENTION

- a. Secure the construction site to prevent illegal entry or work damage during the entire duration of the contract;
- b. Observe and undertake necessary precautionary measures against fire by keeping away flammable supplies and materials and providing at least two fire extinguishers;
- c. Comply with pertinent regulations and adopt safety measures, such as but not limited to enclosures, shielding, coverings, warning devices, off limits signs, and safety barricades surrounding the project site;
- d. Undertake all necessary precautions to prevent damages to all existing structures, which are to remain and do not require any modification; and
- e. Assume full responsibility for all incurred damages to all existing structures resulting from the actual construction.

4.4.7. DRAFTING

- a. Prepare and submit shop and erection drawings to the Director of Administrative Service or any duly authorized representative for approval before any works is made;
- b. Utilize Building Information Modelling (BIM) on all portions of the building design; and
- c. Provide a digital copy of the BIM of the project at agreed stages of the project.

4.4.8. EXCAVATION WORKS

- a. Undertake all necessary excavation for foundations and other substructures without extra compensation, as well as all other excavations required for the proper execution of the work.

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 5 of 24)

4.4.9. ELECTRICAL WORKS

- a. Perform all electrical works in accordance with the approved Specifications, Plans, and governing Codes and Regulations, such as the Philippine Electrical Code;
- b. Fabricate, furnish, deliver, and install activities at the subject premises;
- c. Comply to the required standards for the furnishing of all labor, materials, and equipment necessary for the complete installation of the work specified herein and as indicated on the drawings;
- d. Provide/install new electrical wirings, outlets, switches, lightings, and all necessary connections for the system to function;
- e. Allocate space of pipes and wires for future installation of air-conditioning units; and
- f. Ensure that all electrical works are directed and supervised by a Professional Electrical Engineer.

4.4.10. PLUMBING WORKS

- a. Install all fixtures, such as fittings, angle valves, shut-off valves, and supply pipe assembly, necessary to make the plumbing system functional;
- b. Provide water closet that is siphon-vortex, bottom inlet tank, and dual-flush type;
- c. Provide lavatory that is drop-in type;
- d. Provide lavatory faucets that is metering type with push button and anti-blocking system; and
- e. Conduct roughing-in for future installation of storm water drainage system and water cistern;

4.4.11. TILING WORKS

- a. Provide proper surface preparation prior to installation of tiles, where topping cement should be at least 25 mm;
- b. Install 600 mm x 600 mm tiles for the flooring in the locker, toilet-and-bathroom (T&B), and storage/office areas;
- c. Install 300 mm x 600 mm tiles for walls; and
- d. Install tiles approved by the Director of Administrative Service or any duly authorized representative, where spacing between tiles is 1–2 mm.

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(page 6 of 24)

4.4.12. MASONRY, STEEL, AND CARPENTRY WORKS

- a. Provide and install wooden solid panel-type and flush-type doors with door jamb complete with accessories in the areas indicated on the reference execution drawings;
- b. Provide 4" thick concrete wall with complete reinforcing horizontal bar at 0.80 m O.C. and vertical bar at 0.60 m O.C. in plaster finish at the Men's and Women's T&B;
- c. Follow the wall types indicated in the reference execution drawings for other wall types;
- d. Install permanent wooden flooring (Levels 1 & 2) following the FIBA Guide to Basketball Facilities, which can be downloaded through www.fiba.basketball;
- e. Submit a copy of the Certificate of Approval issued by FIBA to the manufacturer of the wood flooring. Install new 0.45 mm rib type color-roof (long span), with provision of 3/4" thick double face-foil roof insulation and include membrane before installation of insulator; and
- f. Allocate space for future installation of solar panels.

4.4.13. PAINTING WORKS

- a. Conduct proper surface preparation prior to application of paints;
- b. Clean works of loose mill scale, loose rust, weld slag or flux deposit, dirt, and other foreign materials prior to painting and after inspection and approval;
- c. Tape and cover all other surfaces endangered by stains and paint marks with craft paper or any other applicable materials;
- d. Use sample and desired color that is approved only by the Director of Administrative Service or any duly authorized representative;
- e. Avoid painting steel works to be encased in concrete;
- f. Apply environmentally safe, odorless, and anti-bacterial latex paint for walls;
- g. Apply environmentally safe, odorless, and anti-bacterial enamel paint for metal surfaces; and
- h. Apply one coat of shop paint of red lead primer thoroughly and evenly to dry surfaces of all other steel works.

4.4.14. CLEANING

- a. Remove and dispose of all dirt and debris and keep project site clean, neat, and orderly at all times during the progress of the work to prevent accidents;

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(page 7 of 24)

- b. Remove hardened splashes or accumulation of concrete on formed or reinforcements before the work continues; and
- c. Collect and remove all debris from the site daily.

4.4.15. ADDITIONAL WORKS

- a. Perform other works not stated above but necessary to the completion of the Project, which are specified in detail in the next section:
 - Train DENR personnel selected by the Director of the Administrative Service or any duly authorized representative to learn BIM;
 - Staking and layout;
 - Backfilling, compaction, and gravel bedding;
 - Fabrication/installation of steel reinforcing bars;
 - Fabrication/installation of scaffolding and forms;
 - Pouring of concrete;
 - Conduct soil treatment or soil poisoning;
 - Laying and plastering of CHB;
 - Installation of steel truss, strut, roofing, and accessories; and
 - Assistance in requesting for utility services, namely, electrical and water services available at the subject lot, including preparation of requirements and representation necessary to installation.
- b. Ask approval from the Director of Administrative Service or any duly authorized representative on the use of materials, labor, and equipment as well as specifications, when necessary, for the façade, basketball facility, signs, stage, amenities, and other essential parts of the building, including accessories; and
- c. Provide additional works as necessary with the approval by DENR's authorized representative.

5. SPECIFICATIONS OF WORKS

5.1. The Contractor shall perform the above works at par with the following specifications:

5.1.1. EXCAVATION WORKS

- a. Cut slope for permanent excavations shall not be steeper than 1-1/2 horizontal to one vertical, and slopes for permanent fills shall not be steeper than 2 horizontal to one vertical unless a substantiating data that justify steeper slopes are submitted;

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(page 8 of 24)

- b. Deviation from the foregoing limitations for slopes shall be permitted only upon presentation of a soil investigation report acceptable to the Director of the Administrative Service or any duly authorized representative;
- c. Trim the excavation to the required depth, lines, and grades and other incidental excavations to level up the footing plus compacting and tamping;
- d. The materials to be excavated shall include: any rock, earth, and other materials of any nature and description encountered in obtaining the indicated lines and grades;
- e. If the required safe bearing power of the soil is not obtained at the excavation depth indicated on the drawings, then the excavations shall be continued until such safe bearing power is reached;
- f. Structural excavation shall be done to the required depth or as per Plan and specification. Provide sufficient distance from wall and footings. No footing shall rest on fill;
- g. Piers and walls shall be lengthened accordingly. Likewise, the footings shall be revised to suit the new conditions;
- h. No fill or other excess loads shall be placed adjacent to any building or structure unless such building or structure can withstand the additional loads caused by the fill or excess loads;
- i. Footings or foundations that may be affected by the excavation shall be underpinned adequately or protected against settlement and/or against lateral movement;
- j. Fills to be used to support the foundations shall be placed in accordance with accepted engineering practices. A soil investigation report and a report of satisfactory placement of fill shall be of acceptable standards.

5.1.2. FILLING AND GRADING

- a. All excavation shall be back-filled immediately as work permits after concrete walls and piers have attained full design strength and or as the Director of the Administrative Service or any duly authorized representative;
- b. After the forms have been removed from the footings, walls, and piers, the materials taken from the excavations (free from waste and objection matter) shall be used for backfilling around them;
- c. The filling materials shall be made in layers not to exceed 15 centimeters and thoroughly tamped/compacted before the next fill is placed. Excess excavated materials shall be placed and spread on the immediate premises as directed by the Director of the Administrative Service or any duly authorized representative, provided however, that the Contractor shall not be required to remove such materials more than 50 meters from the building line;
- d. Open tile drains around the building if any, shall be covered with crushed rock or gravel for a depth of 30cm and the same shall be graded from coarse to fine;

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 9 of 24)

- e. Open tile drains under floor slab (where so indicated on drawings) shall be covered with broken stones or gravel up to the bottom of the slab;
- f. Spaces where slabs rest on the ground or on earth-fill shall be accurately graded with 10 cm thick of gravel and sand and tamped/compacted thoroughly before concrete pouring is done;
- g. All exterior grades shall be formed in accordance with the drawings and specifications, considering the requirements for landscaping work, if any, and giving due allowances for the top soil depth; and
- h. The Contractor shall grade the area included within clearing lines, and all such grading work shall be included in the building Contract without additional cost.

5.1.3. SOIL POISONING

- a. Termite control chemicals or toxicants shall be able to immediately exterminate termites or create barriers to discourage entry of subterranean termites into the building areas;
- b. When powder termiticide is to be applied to eradicate subterranean termites, careful application, and precaution shall be given, considering that this toxicant is fatal to animal and human lives;
- c. Soil poisoning shall be applied as per instruction labelled on the product;
- d. Soil poisoning treatment shall prevent subterranean termites from attacking the building or its contents for a period of one year from substantial completion;
- e. At the time soil poisoning is to be applied, the soil to be treated shall be in friable condition with low moisture content to allow uniform distribution of the toxicant agents;
- f. Toxicants shall be applied at least twelve (12) hours prior to placement of concrete which shall be in contact with treated materials; and
- g. Treatment of the soil on the exterior sides of the foundation walls, grade beams, and similar structures shall be done prior to final grading and planting or landscaping work to avoid disturbance of the toxicant barriers by such operations.

5.1.4. MATERIAL REQUIREMENT

- a. Cement shall conform to the C150 standards of ASTM International. Cement shall be standard commercial brand in 40 kilograms;
- b. Sand shall be river or crushed sand that is clean, hard, well graded, and coarse. Sand shall also be free from injurious amount of clay loam, vegetable matter, dust, lumps, shale, alkali, surface coatings, and organic matter. Sand shall conform to the C33 or C330 standards of ASTM International;
- c. Gravel shall be crashed stones and the maximum size shall be 1/5 of the nearest dimension between sides of forms of concrete or 3/4 of the

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 10 of 24)

minimum clear spacing between reinforcing bars or between re-bars and forms, whichever is smaller;

- d. Water used in mixing concrete shall be clean and free from injurious amount of oils, acids, alkali, organic materials, or other deleterious substances;
- e. If at any time during construction, the concrete resulting from the approved mix design proves to be unsatisfactory for the reason such as too much water, lack of sufficient plasticity to prevent segregation, honeycomb, etc, or insufficient strength, the Contractor shall immediately notify the Director of Administrative Service or any duly authorized representative;
- f. The minimum compressive cylinder strength of concrete at 28 days is as follows: 27 Mpa for suspended beam, slab, and columns, whereas f_c' 20 Mpa for footings and walls;
- g. The water content shall not exceed 28 liters per 40 kilograms per bag cement, and the slump test shall not exceed 10 cm in all cases, unless changed by the Director of Administrative Service or any duly authorized representative;
- h. Reinforcing steel bars shall conform to the A615 standards of ASTM International. All steel for columns, footings, and beams shall be high-grade deformed bars with yield strength of 413 Mpa. Meanwhile, all steel for stirrups shall be intermediate-grade deformed bars shall be used with a yield strength of 275.8 Mpa;
- i. If reinforcing bars are to be welded, then these specifications shall be supplemented by requirements assuring satisfaction weldability;
- j. For concrete reinforcement, bar and rod mats for concrete reinforcement shall conform to the A184 standards of ASTM International. Wires shall conform to the A82 standards of ASTM International. Meanwhile, welded wire fabric shall conform to the A185 standards of ASTM International, except that the weld shear strength requirement shall be extended to include a wire size differential up to and including six gauges. Wire and strand shall conform to the A416 standards of ASTM International. Structural steel shall conform to the A26 of ASTM International;
- k. Solid load-bearing masonry units shall be Grade A conforming to the C145 standards of ASTM International. All load-bearing masonry units shall have a minimum compressive strength of not less than 5.5 Mpa; and
- l. Masonry units shall have been cured for nor less than 14 days if steam cured or 28 days if air cured when placed in the structure.

5.1.5. MASONRY WORKS

- a. The mixing and measuring equipment shall be approved by the Director of Administrative Service or any duly authorized representative;
- b. All ready-mixed concrete shall conform to the C94 standards of ASTM International. Concrete shall be placed in forms within one hour after

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(page11 of 24)

adding water or not more than 1/2 hours if a retarder is used. It shall be kept constantly agitated during the transit period;

- c. Pouring of concrete shall not be started until after the forms and reinforcement for the whole unit are properly laid and installed, cleaned, and inspected;
- d. Construction joints shall be roughed in and cleaned thoroughly before any pouring starts;
- e. Immediately after the concrete is mixed, it shall be conveyed by approved transfers to designated locations and carefully deposited in such manner as to prevent the separation of ingredient or displacement of the reinforcement. The Contractor shall keep temporary runways built in such a manner that runway supports will not bear reinforcement of fresh concrete. Conveying or hauling of concrete using long inclined chutes or pipes shall not be permitted. Dumping of concrete into carts or buggies with a free fall of more than one meter shall not be permitted. When pouring operations involve dropping concrete of more than 1.50 meters high, it shall be deposited through a sheet metal or other approved conveyors. As for practicability, the conveyors shall be kept full of concrete during the placing, and their lower ends shall be kept buried in the newly placed concrete;
- f. The Contractor shall wet and splash the surface with cement mortar. Hardened splashes or accumulation of concrete on formed or reinforcements shall be removed before the work continues;
- g. After the initial set of concrete, the forms shall be jarred, and no strain shall be placed on the ends of the projecting reinforcing bars. Foundations shall be free from water during concreting;
- h. Concrete in columns shall be placed in one continuous pouring operation and allowed to be set 12 hours before caps are placed. Likewise, concrete in beams and slabs in superstructure shall be poured in one operation;
- i. All concrete work shall be protected from drying out after removal of forms by covering with waterproof paper, polyethylene sheeting, or burlap. Concrete shall then be coated with membrane-forming curing compound with a moisture retention equal to 90% on the basis of the C309 and C156 standards of ASTM International. The compound shall be applied in accordance with the manufacturer's instruction for use. Burlap, when used, shall be wet as often as required to keep concrete wet throughout each day for a period of at least seven days where normal Portland cement is used and three days where high early strength cement is used;
- j. Load-bearing hollow blocks shall have a minimum compressive strength of 6.89 Mpa computed from the average of five units based on the average gross area and a minimum of 5.41 Mpa (800 psi) for the individual unit. For non-bearing walls with cells filled with mortar, the Contractor shall use 400 psi rated CHB;
- k. All masonry work shall be laid true to line, level, plumb, and neat. All shall be sound, dry, clean, and free from cracks when placed in the structure;

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(page 12 of 24)

- l. Units shall be cut or holed accurately to allocated space as needed for other works. All holes shall be neatly patched;
- m. No construction support shall be attached to the wall except where specifically permitted by the Director of Administrative Service or any duly authorized representative; and
- n. Proper masonry units shall be used to provide for all windows, doors, bond beams, lintels, plasters, and the like, with a minimum of unit cutting. Where cutting is necessary, all cuts shall be neat and true to line.

5.1.6. STEEL WORKS

- a. The Contractor shall provide bar supports and other accessories necessary to hold the reinforcing bars in the proper positions while concrete is being placed. Bar supports that come in contact with forms for concrete exposed to view in the finished structure shall be galvanized or stainless;
- b. All reinforcement shall be placed in accordance with approved Plans, Specifications, and TOR. The contractor shall provide sufficient bar support, ties, anchors, and other accessories to hold all bars securely in place;
- c. Unless detailed on drawings, all stirrups shall be held in place by spacers. Reinforcing steel bars shall be free from oil, grease, scale, rust, or other coatings that may impair bond;
- d. All welded splices in shop and on field shall be done by certified welders. A list of welded splices shall be submitted and approved by the Director of Administrative Service or any duly authorized representative before any welding works shall be started. Surfaces to be welded shall be free from loose scale, rust, grease, paint and other foreign materials that will impair the soundness of the weld. Weld length stated on the Plans and Shop Drawings shall be the net effective length;
- e. All structural steel work shall be in accordance with the standards of AISC;
- f. Materials and parts necessary to complete works although not shown or specified, such as miscellaneous bolts, anchor, supports braces, and connections, shall be included;
- g. Shop and Erection Drawings shall be prepared and submitted by the Contractor to the Director of Administrative Service or any duly authorized representative for approval before any fabrication is made. Note shall be made on the drawings of joints, in which the welding sequence and technique is especially important to be controlled carefully, to minimize welding under restraints, and to avoid undue distortion; and
- h. Steel work prior to painting and after inspection and approval shall be cleaned of loose mill scale, loose rust, weld slag or flux deposit, dirt, and other foreign materials.

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 13 of 24)

5.1.7. CARPENTRY WORKS

- a. All materials to be incorporated in the carpentry works shall be of approved quality as specified. Before using, all materials shall have been inspected and accepted by the Director of Administrative Service or any duly authorized representative;
- b. All rough hardware such as nails, screws, lag screws, bolts, and other related fasteners required for carpentry work shall be first class quality and locally available; and
- c. All finishing hardware consisting of locksets, latches, bolts, door closers, knobs, handles, hinges, and other similar hardware shall be first class quality, available locally, and conforming to the Plans, Specifications, and TOR.

5.1.8. ELECTRICAL WORKS

- a. Electrical works is to be performed in accordance with the requirements of the latest edition of the Philippine Electrical Code, National Electrical Code, Underwriters Laboratories Inc., National Electrical Manufacturer's Association, United States Electrical Standards, and the rules and regulations of the Philippines;
- b. The Contractor shall obtain all permits required of this work and cover the expense for any electrical fees. The Contractor shall furnish the Director of Administrative Service or any duly authorized representative the final certificates of electrical inspection and approval from the proper government authorities after completion of the work. The contractor shall prepare all requirements of the approving authorities;
- c. The Contractor shall apply for electrical service and cover the expense. The contractor shall comply with all requirements of utility companies for the application;
- d. Wires and cables shall be stranded copper and soft drawn. They shall be of at least 98% conductivity or higher. They shall be smooth and cylindrical in shape. They shall be within 1% of the actual size. For lighting and power system, no wire smaller than 3.5 mm² shall be used except for control leads and otherwise noted;
- e. Wires and cables for lighting and power systems shall be plastic insulated for 600 volts working pressure. The type of wires and cables shall be THHN/THWN, unless noted otherwise on Plans. All wires and cables shall be manufactured by Phelps Dodge, American Wire and Cable, or approved equivalent;
- f. Conduits for interior systems and service entrances shall be standard intermediate metallic conduit (IMC) for electrical purpose or approved equivalent. No conduit shall be used in any system smaller than 12.7 mm (1/2 inch) diameter electric trade size nor shall have more than four (90) degree bends in any one run. IMCs installed outside the building and in contact with the soil shall be coated with asphalt paint and wrapped with asphalt or rubber tape;
- g. Junction and pull boxes shall be provided as indicated or as required for facilitating the pulling of wires and cables. Pull boxes in finished places

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 14 of 24)

shall be located and installed with the permission and to the satisfaction of the Director of Administrative Service or any duly authorized representative. All junction and pull boxes on exposed conduit work shall be provided with hubs for threaded pipe entry and covers provided with neoprene gaskets. No wire or cable shall be pulled into any conduit until the conduit system is complete in all details. In the case of concealed work, no wire or cable shall be pulled into any conduit until all rough plastering or masonry is complete. In the case of exposed work, no wire or cable shall be pulled into any conduit until the conduit work is complete in every detail. The ends of all conduits shall be tightly plugged to exclude plaster, dust, and moisture during construction. All conduits shall be reamed to remove all burrs. Conduits shall be supported at a maximum interval of 1.5 meter or per the standards of PEC;

- h. All pipes and fittings on exposed work shall be secured via metal clips, which shall be held in place via machine screws. When running over concrete surfaces, the screws shall be held in place via expansion sleeves. All pipes on exposed work shall be run at right angles to and parallel with the surrounding walls and shall conform to the form of the ceiling. No diagonal runs shall be allowed. All bends and offsets shall be avoided as much as possible. Piping, in all cases, shall run perfectly straight and true, acceptable to the Director of Administrative Service or any duly authorized representative;
- i. All outlets of whatever kind for all systems shall be provided a suitable fitting, which shall be either a box or other device especially designed to receive the type of fitting to be mounted thereon. The Contractor shall consult the Director of Administrative Service or any duly authorized representative as to the nature of the various fittings to be used before installing the outlet fittings. The use of fittings shall conform strictly to the nature of the appliance to be mounted on them;
- j. All outlets on concealed conduit work shall be provided with galvanized pressed steel outlet boxes of standard make. These boxes shall be in all cases standard. Where such boxes are not available on the market, the boxes shall be secured by the Contractor at his own expense. In general, outlet boxes shall be at least 104 mm x 53 mm deep and #16 minimum gauges;
- k. Wall switches shall be rated at 20 amperes, 230 volts AC. Switches shall be quiet, light in mechanism, and spring operated. The color, plating, and appearance of wall plates shall be selected by the Director of Administrative Service or any duly authorized representative. Appropriate samples shall be submitted prior to the purchases of wall switches and faceplates. Switches shall be as manufactured by General Electric, Bryant, National Electrical Products, H&H, or approved equivalent;
- l. Receptacle outlets, in general, shall be for flush mounting, duplex type rated at 20 ampere, 230 volts parallel slots grounding type, unless otherwise indicated. The type and color of receptacle outlet and plates shall be as selected by the Director of Administrative Service or any duly authorized representative. Appropriate samples shall be submitted prior to purchase of outlets and plates. Receptacles shall be manufactured by General Electric, Bryant, or approved equivalent;

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 15 of 24)

- m. All switches and receptacle plates shall be of stainless or aluminium satin finish or as approved by the Director of Administrative Service or any duly authorized representative;
- n. Standard panels and cabinets, as far as possible, shall be used and assembled on job. All panels shall be constructed dead front construction and furnished with trims for flush or surface mounting as required. Cabinets shall be code gauge steel with gutters at least four-inch wide or wider if necessary. The trim for all panels shall be finished in industrial gray enamel over a coat of rust inhibitor. Panels and cabinets shall be as manufactured by Westinghouse, Square D, G.E. Power Box, or approved equivalent. Manufacturer's Shop Drawings shall be submitted before manufacturing;
- o. Power panel and breakers shall be Westinghouse, General Electric, Square D, or approved equivalent with two-pole circuit breakers, in which sizes, voltage rating, and interrupting capacity as approved by the Director of Administrative Service or any duly authorized representative. The power panel's main busbars shall be rated in amperes equal to or exceed over-current protective device immediately ahead of it. All busbars shall be properly secured to withstand available short circuit forces at the location;
- p. The Contractor shall provide individual circuit breakers, safety switches, and disconnect switches as indicated on the Plans. Voltage ratings shall be suitable in each case of service application. All protective devices shall meet NEMA, Underwriters Laboratories Inc., and US standard specifications. Circuit breakers shall consist of a quick-make, quick-break type. They shall be entirely trip-free operating mechanism with contacts, interrupters, and thermal-magnetic trip units for each pole. They shall all be enclosed in a molded-phenolic case. The thermal-magnetic trip units shall provide time-delayed overload protection and instantaneous short circuit protection. They shall operate a common trip bar that open all pole in case of overload or short-circuit current in any one pole. Circuit breakers shall be trip indicating, with the tripped position or breaker handle midway between the ON and OFF positions. Circuit breakers rated above 100 amperes shall have interchangeable trip units;
- q. The Contractor shall coordinate his work with all parties involved so that exact locations may be obtained for all outlets, apparatus, appliances, and wiring. Care should be exercised where running a common neutral that phase wires are of different phases so that the multi-circuit will be balanced around the neutral conductor;
- r. The location of outlets shown on the Plans shall be considered as approximate. Before installation of outlets/boxes, the Contractor shall be incumbent to study all pertinent drawings and obtain precise information from the architectural schedules, scale drawings, large-scale and full-size details of finished rooms, and approved shop drawings of other parties involved or from the Director of Administrative Service or any duly authorized representative. Any outlet may be relocated a distance not exceeding 1 meter from the location shown on the drawings, if so directed by the Director of Administrative Service or any duly authorized representative. Contractor shall make any necessary adjustment of his work to fit conditions for recessed fixtures and for outlets occurring in glazed tile, block, terra cotta, marble, wood panelling, or other special finish materials. In this manner, all boxes may register flush with finish

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 16 of 24)

and shall be centered properly. In centering outlets, due allowance shall be made for overhead piping ducts, windows, and door trim variations in thickness of furring, plastering, and the like, as erected, regardless of conditions that may be otherwise shown on small scale drawings. Outlets incorrectly located shall be properly relocated at the Contractor's expense. Local switches that are shown near doors shall be located at the strike side of the door as finally hang, regardless of swing shown on the drawings; and

- s. The center line of wall, outlets, socket outlets, switches, telephone outlets, pilot lights, indicating lights, and fan outlets shall be installed at heights above finished floor or as specified on the Plans.

5.1.9. PAINTING WORKS

- a. The Contractor prior to commencement of the work shall examine the surfaces to be applied with paints, enamels, varnishes, lacquers, sanding sealers, and other related products in order not to jeopardize the quality and appearance of painting or finishing work;
- b. All obstruction materials shall be removed prior to painting and varnishing operations;
- c. Steel works to be encased in concrete shall not be painted. All other steel works shall be given one coat of shop paint of red lead primer, applied thoroughly and evenly to dry surfaces, which have been cleaned, by brush, spray roller coating, floor coating, or dipping at the selection of the Director of Administrative Service or any duly authorized representative;
- d. Voids, cracks, and all other kinds of defects shall be repaired with proper patching materials and finished flush with the surrounding surfaces;
- e. Marred or damaged shop coats on metal shall be spot primed with appropriate metal primer;
- f. Paint drips, oil, or stains on adjacent surfaces shall be removed and the entire job left clean and acceptable to the Director of Administrative Service or any duly authorized representative; and

Upon completion of the work, all staging, scaffoldings, and paint containers shall be removed and disposed according to EMS policy and standards.

5.1.10. PLUMBING WORKS

- a. The Contractor shall provide fit and/or install necessary drains with strainers as shown on the Plans;
- b. Each drain with strainer shall fit the size of the corresponding downspout or roof leader over which it is to be installed and in conformity with the following standards; and
- c. Downspout when encased in concrete, unless otherwise shown on the Plans, shall be polyvinyl chloride.

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 17 of 24)

6. GENERAL REQUIREMENT

- 6.1. The Contractor shall visit the site and thoroughly inspect existing facilities and properly consider, in the preparation of the supply and installation, how such conditions will affect the work indicated on the Plans, Specifications, and TOR. Failure to do so will in no way relieve the Contractor of the responsibility for furnishing labour, materials, and equipment required;
- 6.2. The Contractor shall supply and submit a list of manpower, materials, and equipment necessary for the project in accordance with the approved Plans, Specifications, and TOR;
- 6.3. The Contractor shall prepare and submit soft copies stored in a flash drive and signed and sealed hard copies of the following:
 - 6.3.1. Architectural Floor Plans and Design;
 - 6.3.2. Electrical Plan Layout and Design;
 - 6.3.3. Plumbing Plan Layout and Design;
 - 6.3.4. BIM Layout; and
 - 6.3.5. Structural Plan and Design Analysis.
- 6.4. The Contractor shall submit pictures taken before, on-going, and after the construction;
- 6.5. The Contractor shall submit the following Project Management Tools before the construction:
 - 6.5.1. Gantt Chart;
 - 6.5.2. S-Curve; and
 - 6.5.3. Programme Evaluation Review Technique - Critical Path Method.
- 6.6. The Contractor shall submit every Friday of each week a Weekly Report composed of the following attachments and addressed to the Director of Administrative Service or any duly authorized representative:
 - 6.6.1. Activity Report, indicating Works in progress; and
 - 6.6.2. Resources Report, indicating manpower, equipment available on site, and materials delivered on site.
- 6.7. The Contractor shall submit every last day of the month a Monthly Report composed of the following attachments and addressed to the Director of Administrative Service or any duly authorized representative:
 - 6.7.1. Statement of Work Accomplished (SOWA); and
 - 6.7.2. S-Curve;
- 6.8. The Contractor shall finish with first class workmanship to the satisfaction of the HoPE or any duly authorized representative;



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

(page 18 of 24)

- 6.9. The Contractor shall only use materials in accordance to the standards of the Bureau of Research and Standards of the Department of Public Works and Highways (DPWH), the Department of Science and Technology (DOST), or the Department of Trade and Industry (DTI);
- 6.10. The Contractor shall adopt a procedure to mitigate the effects to the environment due to demolition, repair, painting and other activities; and
- 6.11. The Contractor shall follow guidelines related to the fight against COVID-19 issued by the Inter-Agency Task Force, DPWH, Quezon City Government, and other offices, agencies, and departments of the Philippines.

7. EQUIPMENT AND MANPOWER REQUIREMENT

7.1. The Contractor shall provide the following key personnel:

| Key Personnel | Years of Experience Required | Necessary Documents |
|---------------------------------------|------------------------------|---|
| Architect | Eight (8) years | Curriculum Vitae, Valid and current Professional Identification Card issued by Professional Regulation Commission (PRC) |
| Professional Electrical Engineer | Eight (8) years | Curriculum Vitae, Valid and current Professional Identification Card issued by PRC |
| Civil Engineer or Structural Engineer | Eight (8) years | Curriculum Vitae, Valid and current Professional Identification Card issued by PRC |
| Master Plumber | Eight (8) years | Curriculum Vitae, Valid and current Professional Identification Card issued by PRC |
| BIM Architect | Five (5) years | Curriculum Vitae, Valid and current Professional Identification Card issued by PRC, Certification as BIM Architect issued on or before 2014 |

*Note: Years of experience shall be counted from date of registration on Professional Identification Cards for professionals and the date of issuance on certificates for others, or whichever of which is applicable.

7.2. The Contractor shall provide the following Support Staff with at least 3 years of experience in their field of work:

7.2.1. Foreman;



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

(page 19 of 24)

7.2.2. Carpenters;

7.2.3. Electricians;

7.2.4. Safety Officer/s;

7.2.5. First Aider/s;

7.2.6. Tinsmith/s;

7.2.7. Welder/s;

7.2.8. Plumbers; and

7.2.9. Painters.

7.3. The Contractor shall provide Laborer(s), with no minimum requirement as to number of years of experience;

7.4. The Contractor shall provide the following minimum equipment:

7.4.1. Grinders;

7.4.2. Cutters;

7.4.3. Air compressor;

7.4.4. Electrical Tools, such as but not limited to pliers, voltmeter, and ammeter;

7.4.5. Painting Tools, such as but not limited to paint tray, paint rollers, and painter's tape;

7.4.6. Cleaning Equipment, such as vacuum;

7.4.7. Lifting Equipment, such as crane; and

7.4.8. Hauling Tools and Equipment, such as but not limited to wire ropes, sheaves, and hauling trucks.

7.5. The Contractor shall submit the following documents of key personnel:

7.5.1. Curriculum Vitae;

7.5.2. Copy of valid and current Professional Identification Card issued by the PRC; and

7.5.3. List of completed or on-going contracts of similar in nature.

7.6. The Contractor shall have no history of overdue deliveries or unperformed services intended for the DENR.

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 20 of 24)

8. MODE OF PAYMENT

- 8.1. The ABC of this construction, which is not necessarily the contract amount, is Sixty Million Pesos (Php. 60,000,000.00), inclusive of all applicable government taxes and charges;
- 8.2. The Contractor shall not claim additional payments or damages for any delay or extra expense caused by encountering Works other than anticipated or different from those indicated;
- 8.3. In consideration of the Works to be performed under this TOR, the DENR shall pay the Contractor the contract amount inclusive of all applicable taxes;
- 8.4. DENR may, upon written request by the Contractor, make an advance payment or mobilization fund not exceeding fifteen percent (15%) of the contract amount upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank;
- 8.5. Upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank, the advance payment shall be allowed and paid within thirty (30) calendar days from signing of the contract. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the works/services are delivered, and accompanied by a claim for the advance payment;
- 8.6. Mode of Payment shall be through progress billing, as follows:

| Description | Deliverables | Percentage of Contracted Amount |
|------------------------|---|--|
| Progress Billing No. 1 | SOWA detailing that 20% of the Works are accomplished and S-Curve | 30% |
| Progress Billing No. 2 | SOWA detailing that 50% of the Works are accomplished and S-Curve | 20% |
| Progress Billing No. 3 | SOWA detailing that 70% of the Works are accomplished and S-Curve | 20% |
| Progress Billing No. 4 | SOWA detailing that 90% of the Works are accomplished and S-Curve | 20% |
| Final Billing | SOWA detailing that 100% of the Works are accomplished and S-Curve Submission of Final Report (including signed & approved As-Built Plans) approved by the Director of | 10% |



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

(page 21 of 24)

| | | |
|--|---|--|
| | Administrative Service or any duly authorized representative Certificate of Acceptance issued by the Director of Administrative Service or authorized representative | |
|--|---|--|

8.7. Progress payments are subject to retention of ten percent (10%) referred to as the retention money. Such retention shall be based on the total amount due to the contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of works, as determined by the procuring entity, are completed. If, after fifty percent (50%) completion, the work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed;

8.8. Progress payments will be adjusted by the following as applicable:

- 8.8.1. Cumulative value of the work previously certified and paid for;
- 8.8.2. Portion of the advance payment to be recouped;
- 8.8.3. Retention money;
- 8.8.4. Amount to cover third-party liabilities; and
- 8.8.5. Amount to cover uncorrected discovered defects in the works.

9. WARRANTY

- 9.1. The Contractor shall issue a certificate of warranty to the DENR;
- 9.2. The response time for technical assistance shall be within 24 hours from receipt of notice for service, including repair and replacement; and
- 9.3. The DENR shall be notified in case the office address and contract details of the Contractor change.

10. MISCELLANEOUS PROVISIONS

- 10.1. The Contractor shall conform with the Environment Management System (EMS) being practiced by the DENR CO in accordance with ISO 14001-2015 by providing the following:
 - 10.1.1. A List of pre-identified Environmental Aspects and Impacts and the corresponding operational control or crisis response procedures in cases of emergency situations shall be submitted to the GSD three (3) days upon receipt of the NTP;
 - 10.1.2. All supplies and materials to be brought inside the DENR premises shall be green labelled or environment friendly (if applicable) and bear the corresponding Material Safety Data Sheet (MSDS);
 - 10.1.3. All toxic and hazardous materials necessary for the completion of the project shall be properly labelled with MSDS and placed in a secondary

**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

(page 22 of 24)

containment, which shall be located at the safest place in the working area; and

10.1.4. All toxic and hazardous wastes generated shall be properly turned over to the Materials Recovery Facility (MRF) of the DENR CO for the inventory and subsequent disposition enlisting the services of authorized treater/transporter.

10.2. The Contractor shall ensure that all staff must wear their proper working apparels with IDs and provided with necessary safety gears;

10.3. The Contractor shall strictly prohibit the use of polystyrene foam, such as Styrofoam, and plastic in the working area;

10.4. The Contractor shall comply with all existing laws, decrees, ordinances, acts and regulations of the Philippines that may affect the contract in any way, including the express and implied warranties and liabilities which may be found therein; and

10.5. The Contractor shall comply with all existing laws and pertinent local legislation, executive and administrative orders, together with all implementing rules and regulations issued by the Department of Labor and Employment (DOLE) and other relevant governmental authorities.

11. VIOLATION OF THE TERMS AND CONDITIONS

11.1. The Contractor shall hold the DENR free from any and all claims, liabilities, losses and suits arising from the Contractor's services, or the acts, omissions, or conduct of all persons employed or allowed by the Contractor or participate or assist in the performance of its obligations under this TOR;

11.2. The DENR shall have the right to declare this Agreement rescinded and terminated after due notice upon failure of the Contractor to comply with any terms and conditions of this Agreement without prejudice to such other rights of the DENR to proceed against the Contractor as may be warranted by the circumstances, including forfeiture of performance bond and/or the filing of appropriate administrative, civil, or criminal charges against the responsible persons; and

11.3. If the Contractor shall violate any of the terms and conditions of this TOR, or shall neglect to perform any of their work, duties, functions, responsibilities or obligations stipulated herein, or for any other causes shall not carry the tasks in acceptable manner, and by the reason thereof, the DENR suffers damages or losses, the Contractor shall be assessed a penalty in the form of liquidated damages in the amount of at least equal to 1/10 of 1% of the cost of the unperformed portion for everyday of delay.



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

(page 23 of 24)

Prepared and Submitted by:


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 OIC - SECTION CHIEF, GSD-BGMS

Checked by:

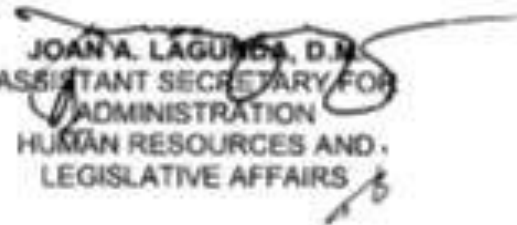

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 OIC Chief, GSD

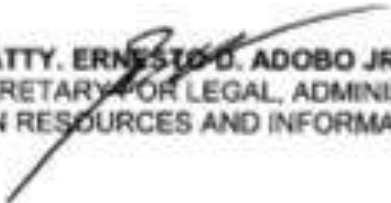
Noted by:


ROLANDO R. CASTRO
 DIRECTOR, ADMINISTRATIVE
 SERVICE

Concurred:


JOAN A. LAGUNDA, D.M.
 ASSISTANT SECRETARY FOR
 ADMINISTRATION
 HUMAN RESOURCES AND
 LEGISLATIVE AFFAIRS

Recommending Approval:


ATTY. ERNESTO D. ADOBO JR. (CESO I)
 UNDERSECRETARY FOR LEGAL, ADMINISTRATION, FINANCE
 HUMAN RESOURCES AND INFORMATION SYSTEMS

Approved:


ROY A. CIMATU
 SECRETARY, DENR



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

(page 24 of 24)

II. OTHER REQUIREMENTS

1. Contractor to submit pictures/photos before, during and after repair and rehabilitation.
2. All Materials to be used must be compliant with the Product Quality Standards set by the Bureau of Philippine Standards-DTI
3. All Materials to be used in the project must be presented for approval to DENR Authorized Representatives prior to its installation.
4. Bidder has no overdue deliveries or unperformed services intended for DENR.
5. Bidder did not participate as a consultant in the preparation of the design or technical specification of the WORKS subject of the bid.

III. REQUIREMENTS IF AWARDED THE CONTRACT

The Contractor shall submit the following within fourteen (14) calendar days after issuance of the Notice of Award:

A Detailed Program of Work for approval of DENR’s Authorized Representative, which shall include among others:

- a) The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction.
- b) Periods for review of specific outputs and any other submissions and approvals.
- c) Sequence of timing for inspections and tests as specified in the contract documents.
- d) Number of names and personnel to be assigned for each stage of the work.
- e) List of Equipment required on site for each major stage of the work.
- f) Description of the quality control system to be utilized for the project.

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform/comply) the above Terms of Reference

I/We undertake, if our bid is accepted, to deliver the goods/services in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date



Section VII. Drawings



Working Drawings (for reference only)

3
A-3
ARCHITECT'S PERSPECTIVE

1
A-1
SITE DEVELOPMENT PLAN

2
A-1
VICINITY MAP

| TABLE OF CONTENTS | | Division of the Project Department of DENR - DENR Department of Environment and Natural Resources DIVISION OF THE BUILDING OFFICE |
|----------------------|-------------------------|--|
| ARCHITECTURAL | | LAND USE AND ZONING |
| A.1 | ARCHITECT'S PERSPECTIVE | |
| STRUCTURAL | | LUMBER ORDER |
| S.1 | STRUCTURAL FRAMEWORK | |
| ELECTRICAL | | ARCHITECTURAL |
| E.1 | ELECTRICAL SYSTEMS | |
| PLUMBING | | ELECTRICAL |
| P.1 | PLUMBING SYSTEMS | |
| Mechanical | | MECHANICAL |
| M.1 | MECHANICAL SYSTEMS | |

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
BY NEW CONSTRUCTION ZONING, ULTRA, NORTH CITY
PROJECT NO. 1-10-2020
CONSTRUCTION OF MULTI-PURPOSE BUILDING
NEW CONSTRUCTION ZONING, ULTRA, NORTH CITY

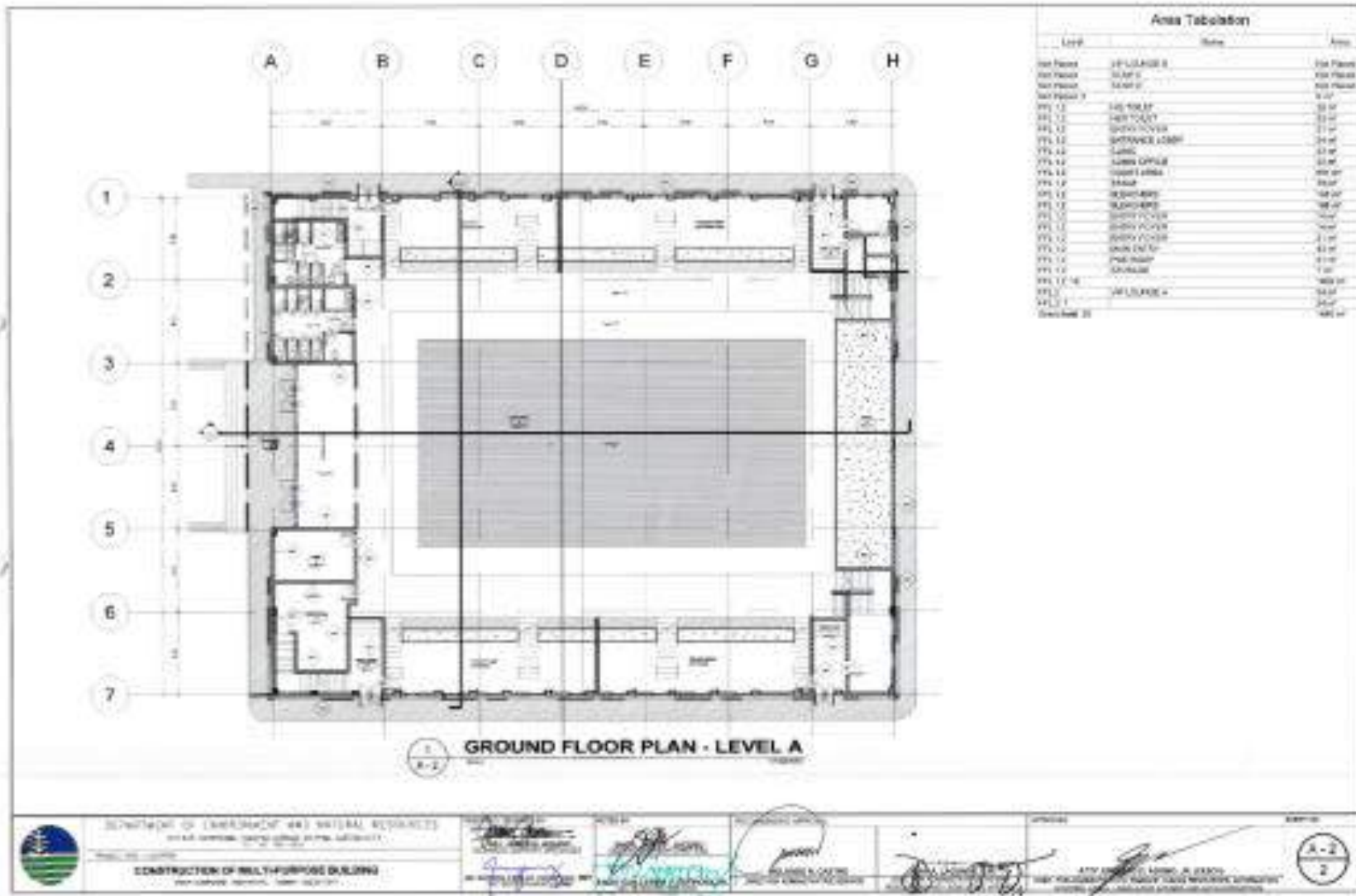
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CHECKED BY: [Signature]
DATE: [Date]

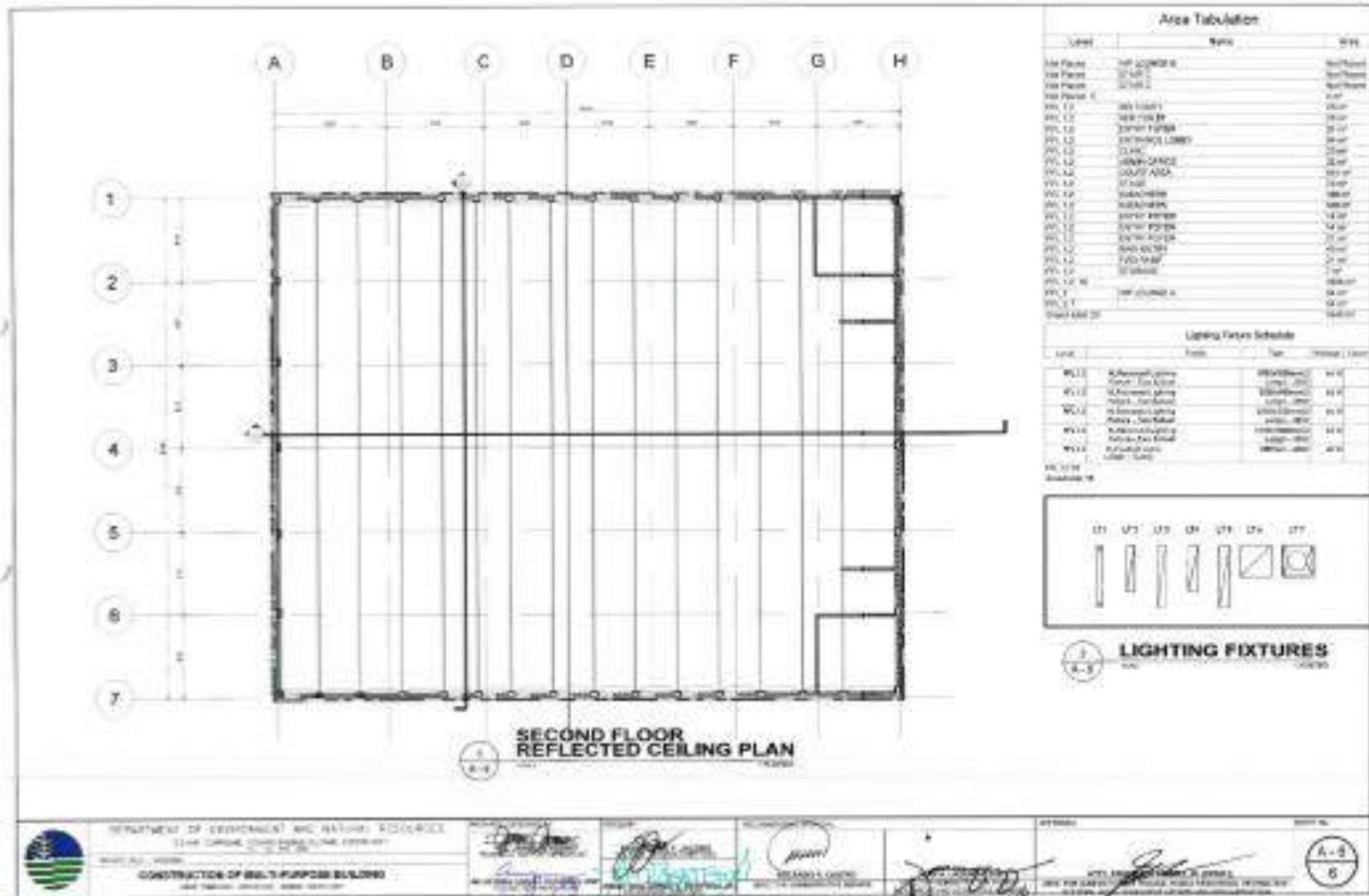
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PROJECT NO. 1-10-2020
DATE: [Date]

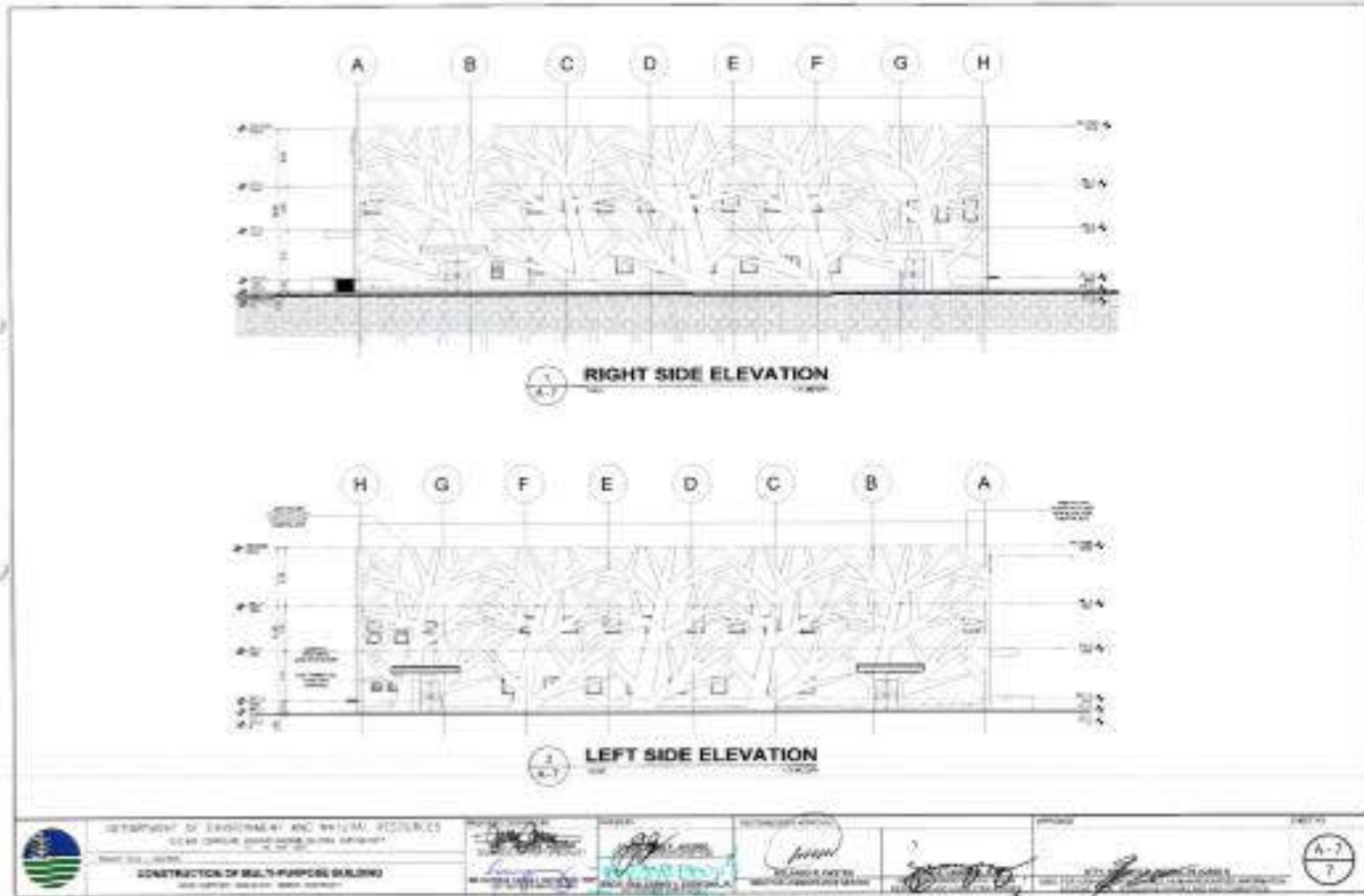
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DIRECTOR GENERAL SERVICES

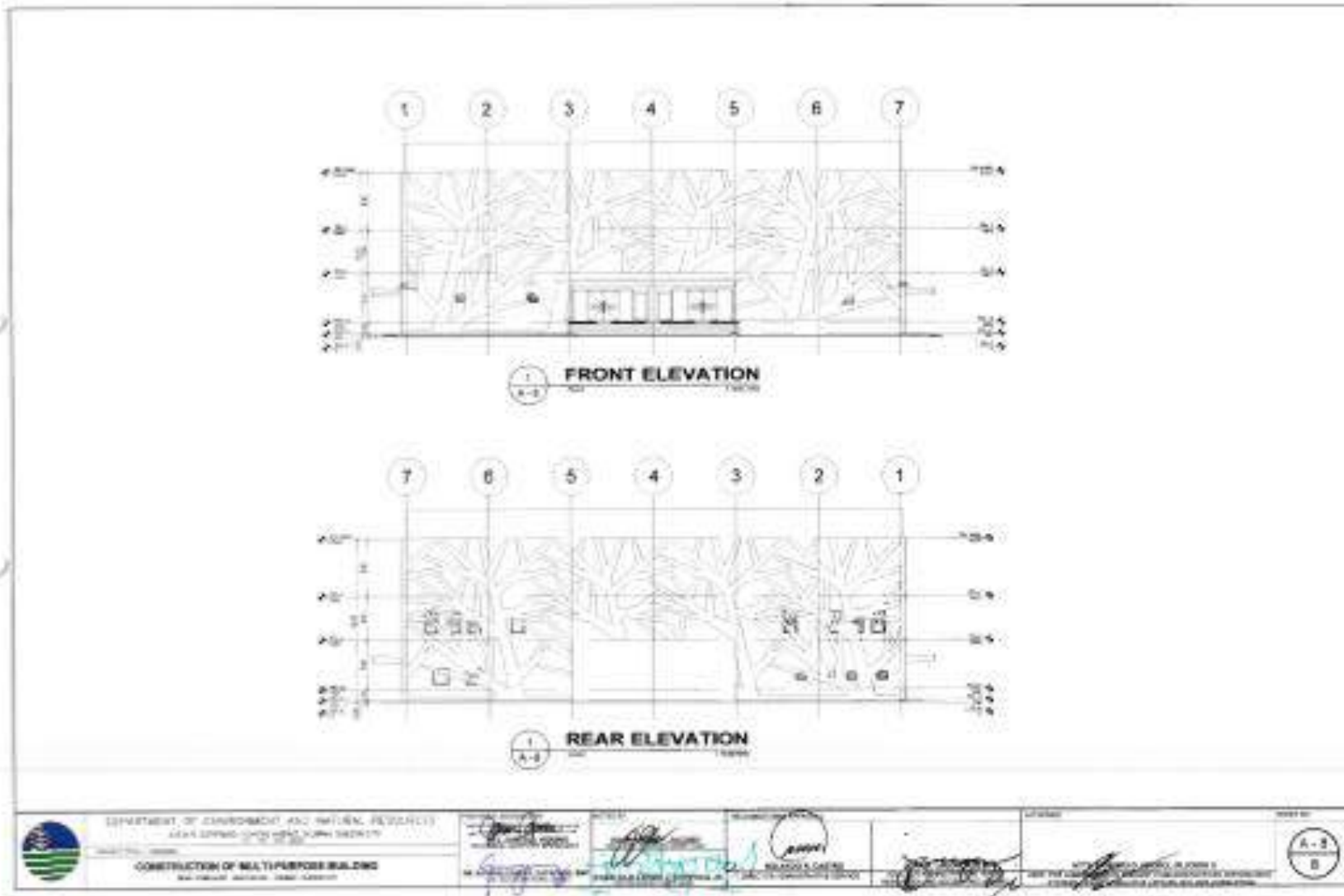
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ATTY. GENERAL S. ADRIAN JR. CORDILL
OFFICE OF THE ATTORNEY GENERAL
ATTORNEY GENERAL SERVICES DIVISION

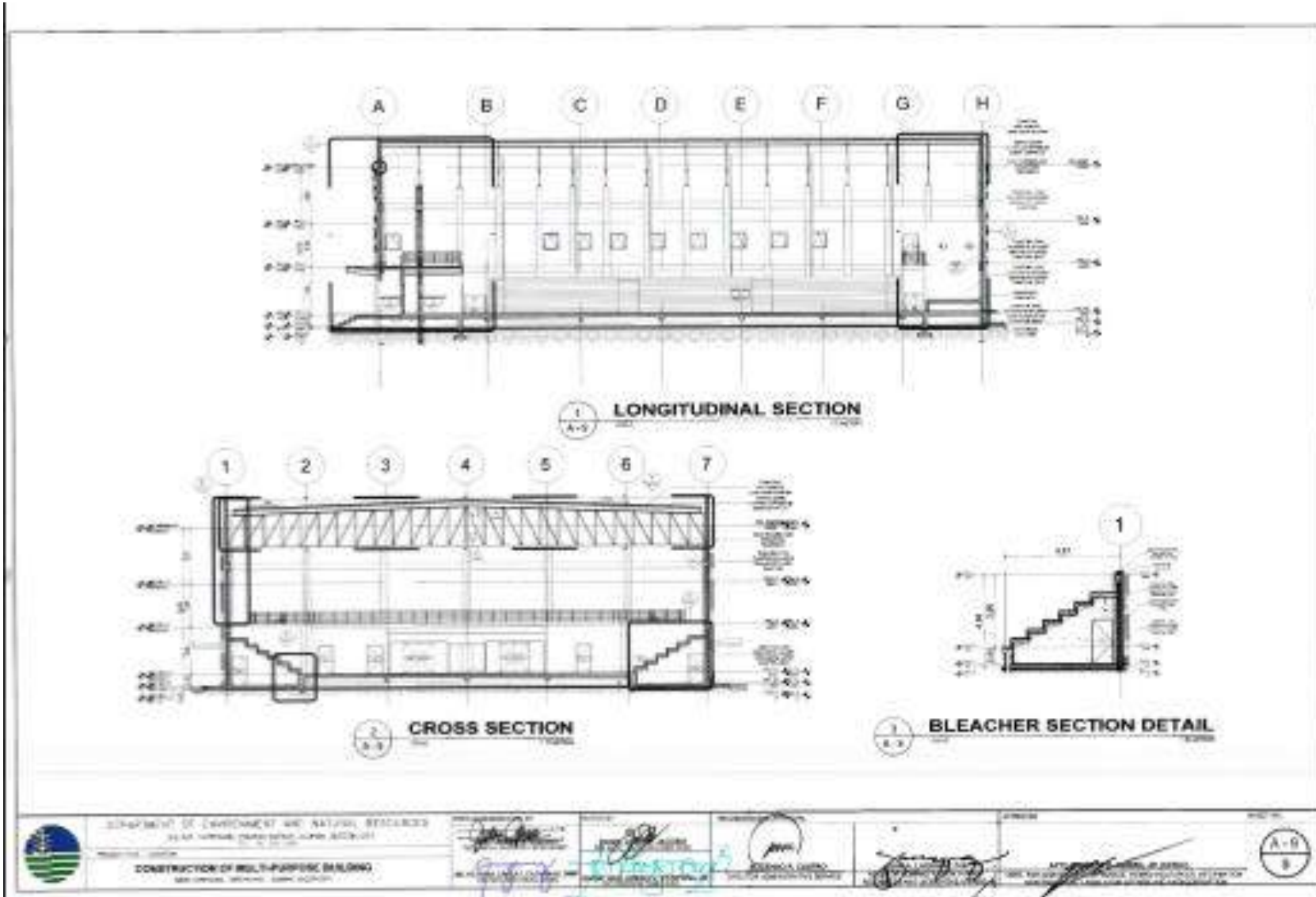
A-1
1

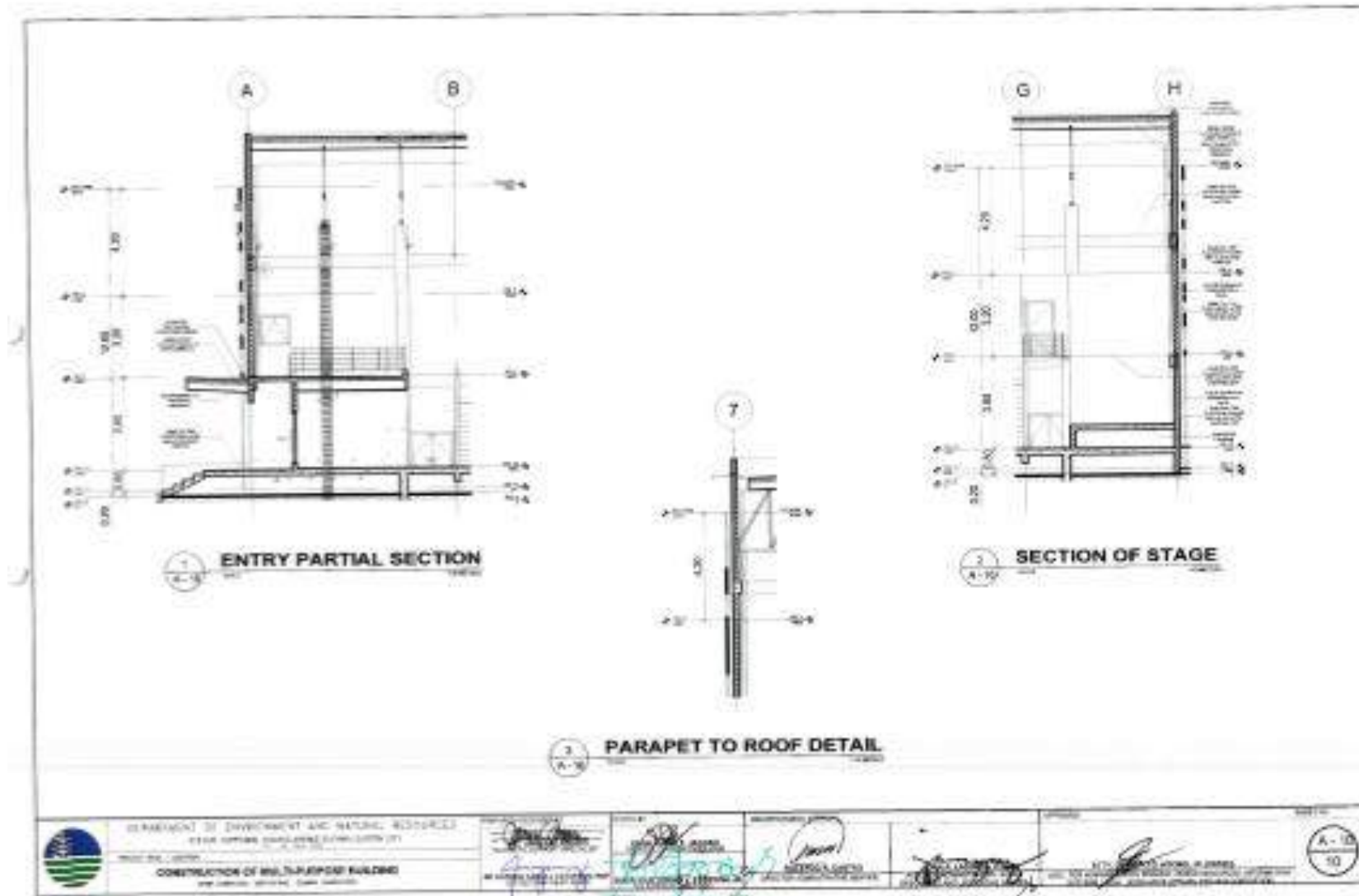


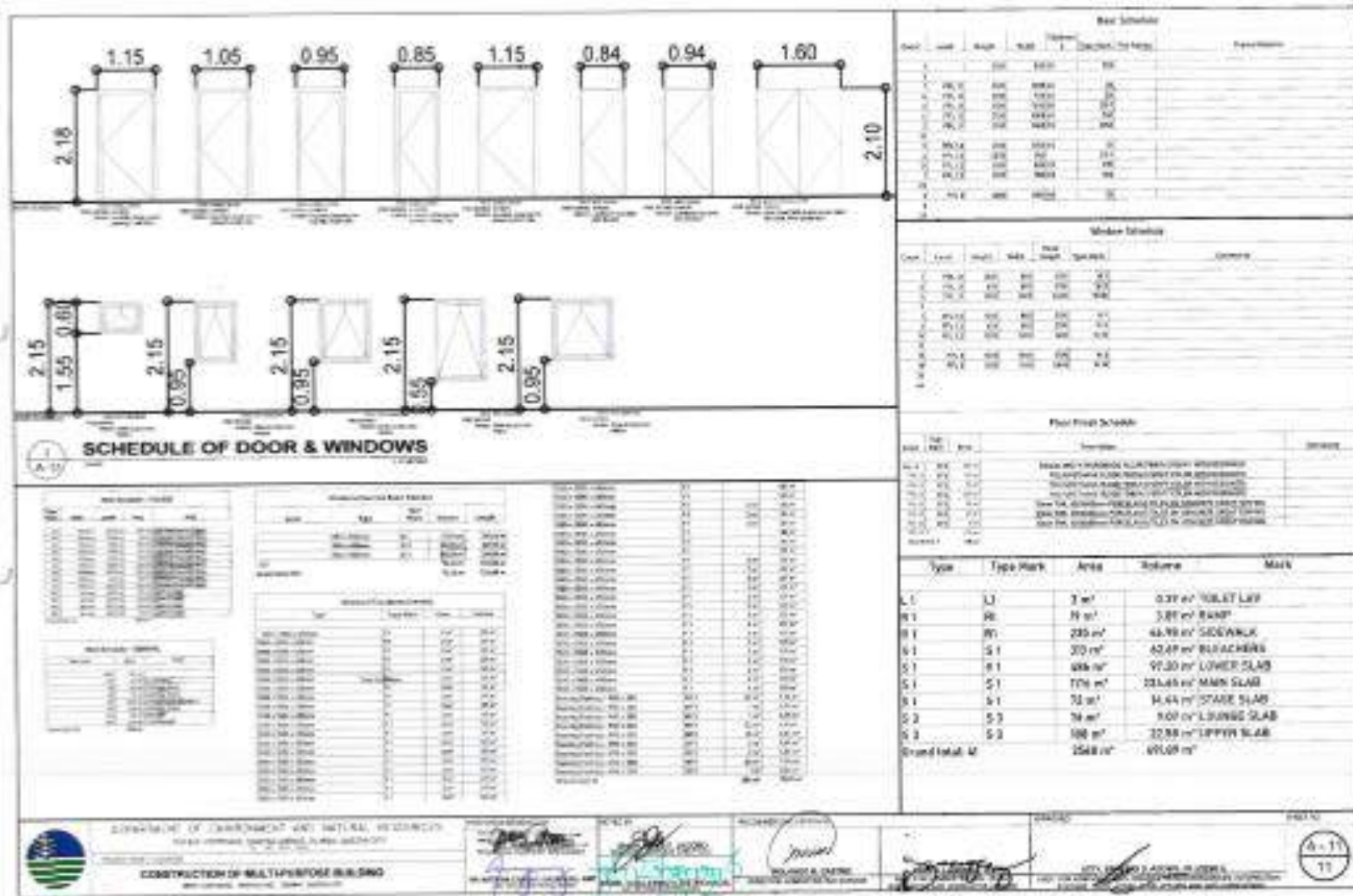


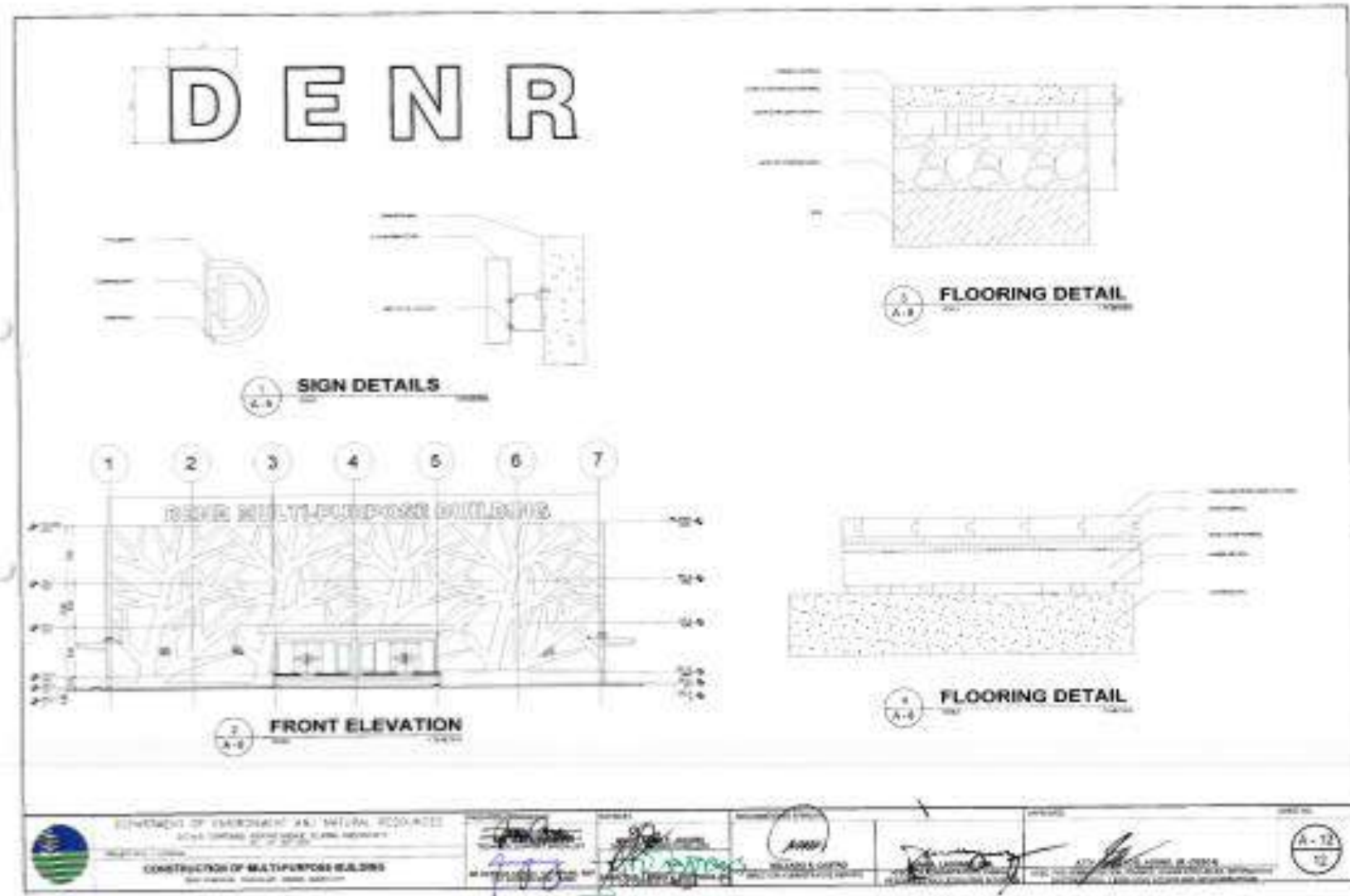


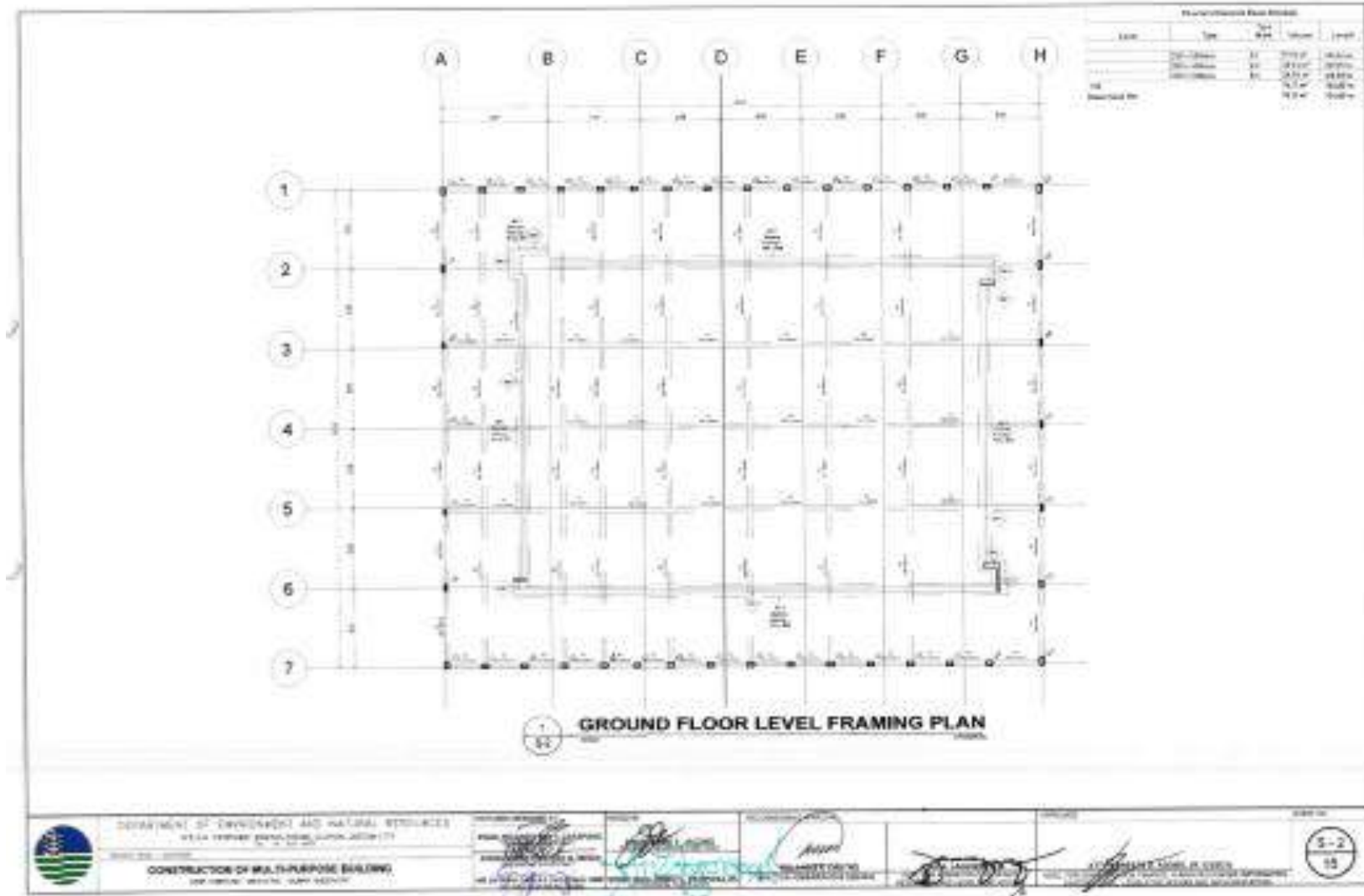


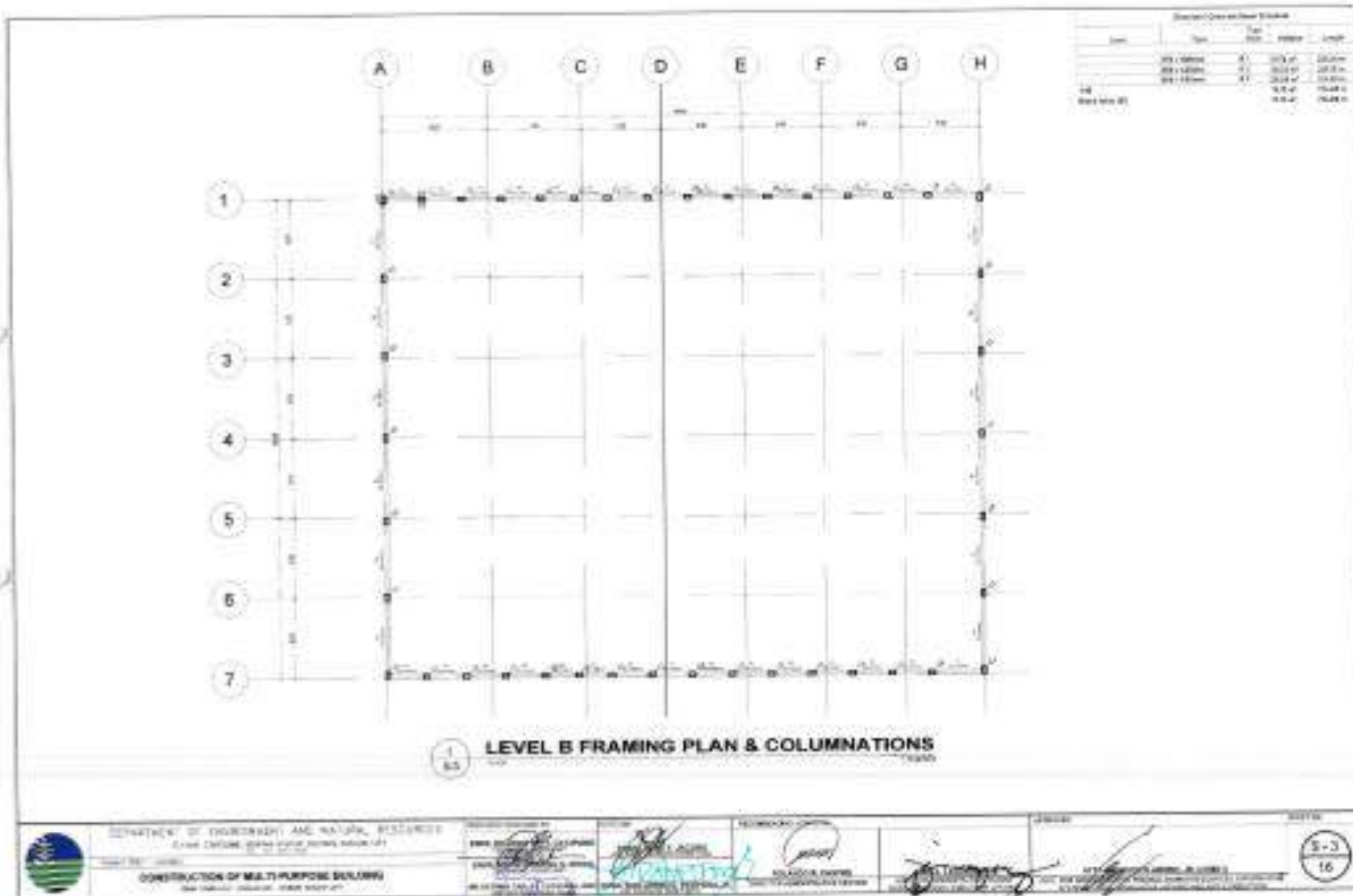


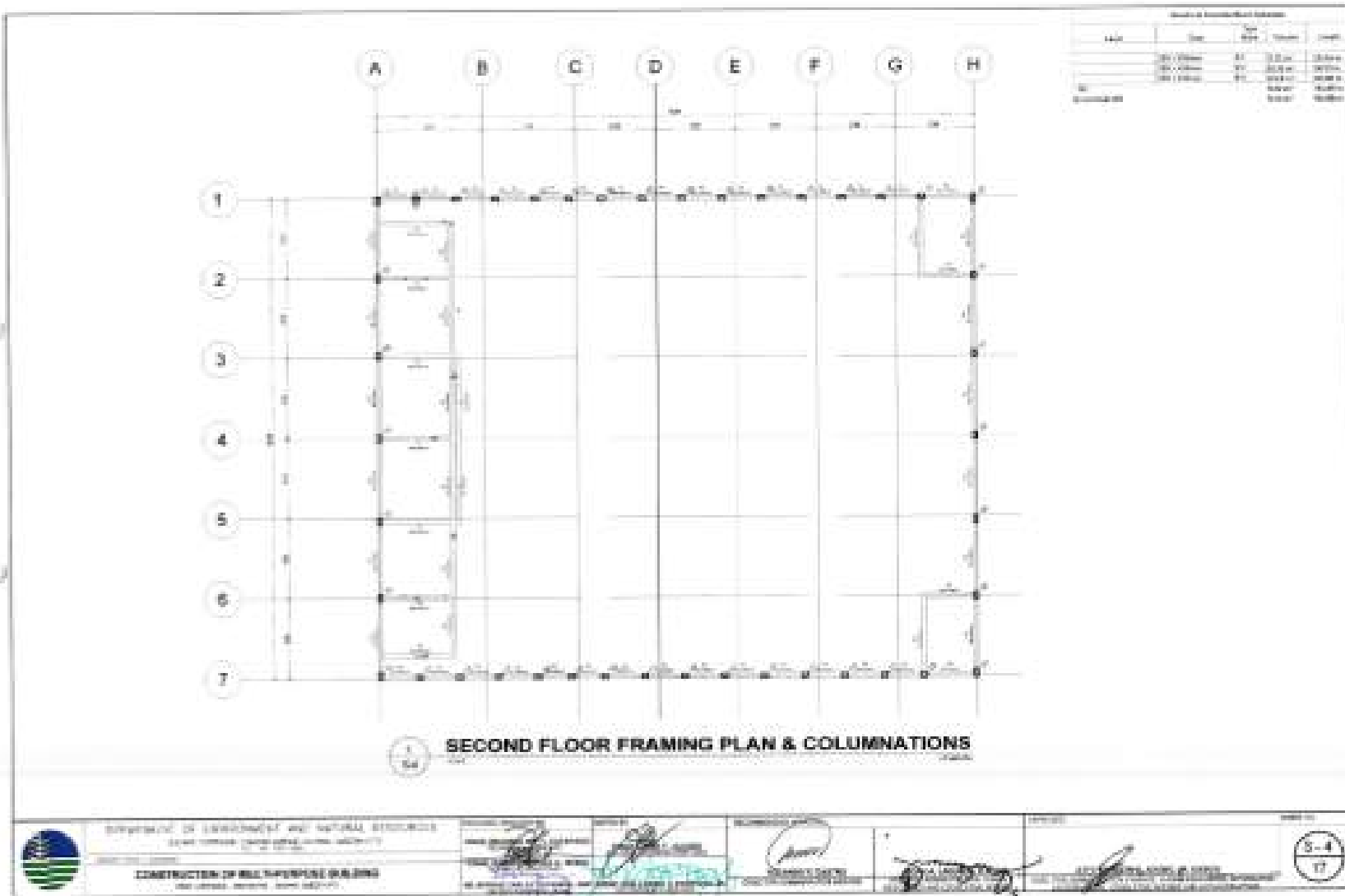


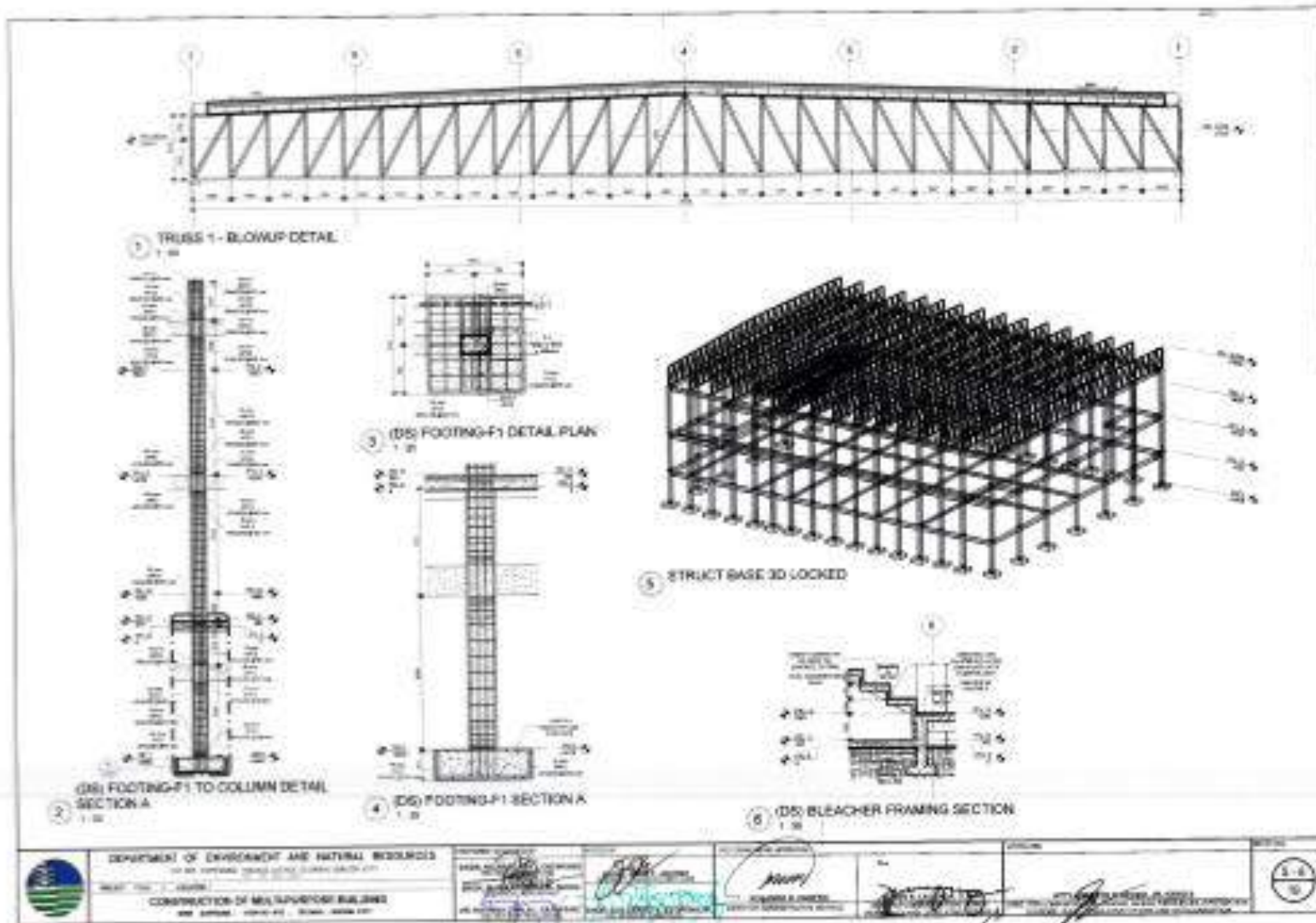




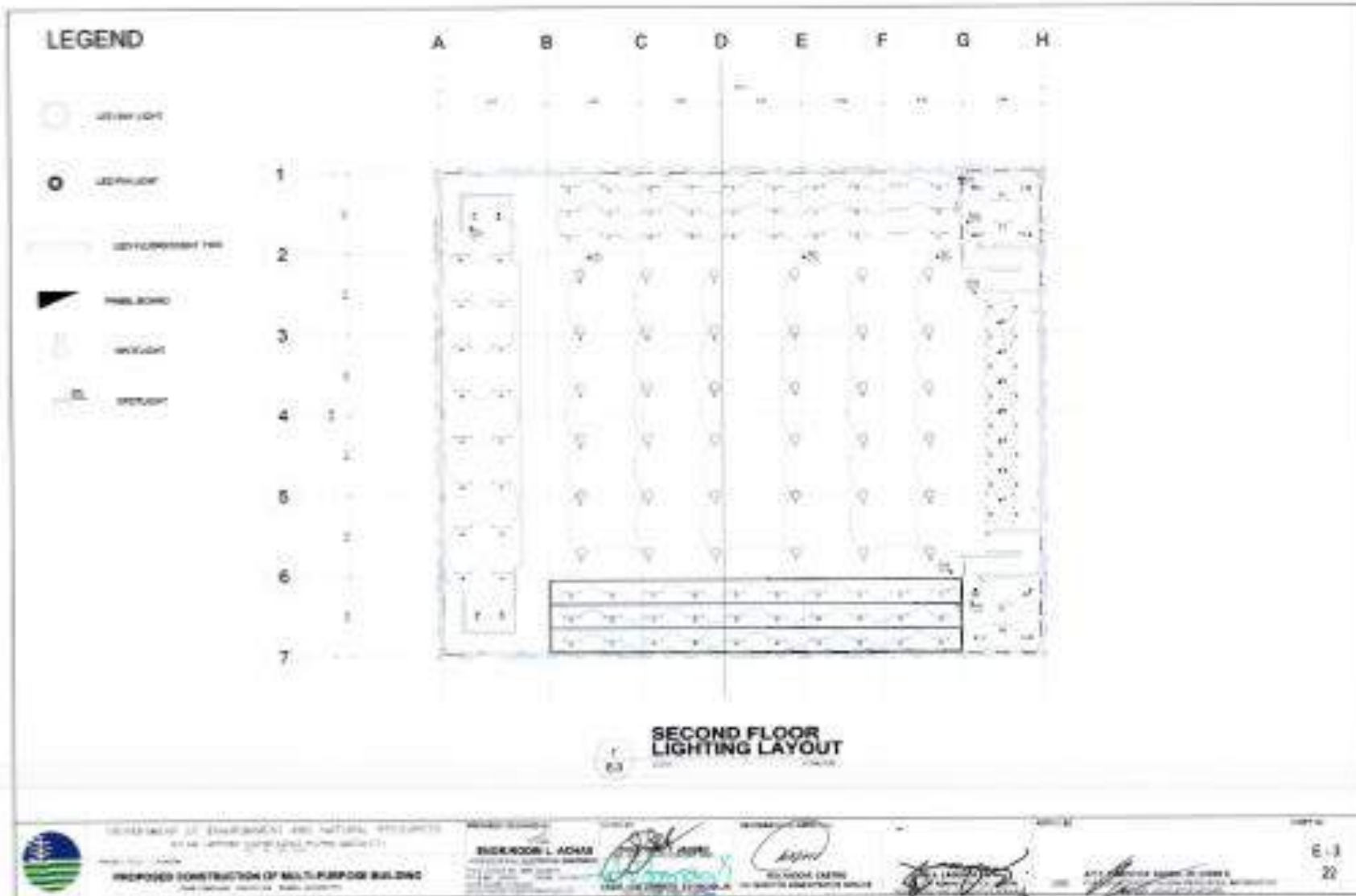


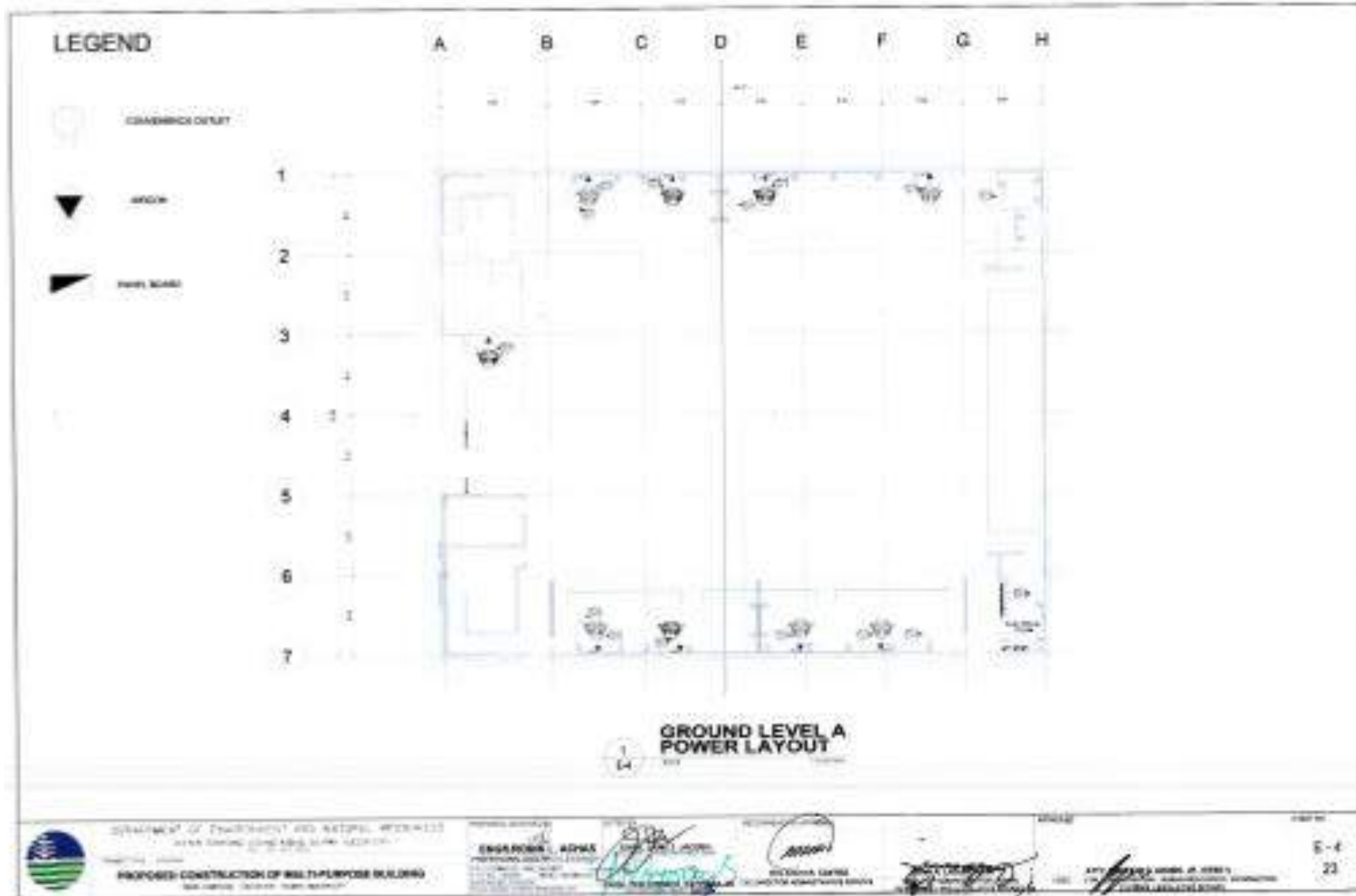


















| SECTION | NO. | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL PRICE | REMARKS | | | | | | | | |
|---------|------|----------------------------|-----------------|------------------|-------------------|-------------|----------------|----------------|----------------|----------------|----------------|----------------|------------|------------|------------|
| 1.00 | 1.01 | Excavation and backfilling | m ³ | 100 | 100.00 | 10,000.00 | | | | | | | | | |
| | 2.00 | 2.01 | Foundation work | m ² | 50 | 200.00 | 10,000.00 | | | | | | | | |
| | | 3.00 | 3.01 | Structural steel | kg | 1000 | 100.00 | 100,000.00 | | | | | | | |
| | | | 4.00 | 4.01 | Reinforcing steel | kg | 2000 | 50.00 | 100,000.00 | | | | | | |
| | | | | 5.00 | 5.01 | Formwork | m ² | 1000 | 100.00 | 100,000.00 | | | | | |
| | | | | | 6.00 | 6.01 | Concrete | m ³ | 500 | 200.00 | 100,000.00 | | | | |
| | | | | | | 7.00 | 7.01 | Brickwork | m ² | 1000 | 100.00 | 100,000.00 | | | |
| | | | | | | | 8.00 | 8.01 | Plaster | m ² | 1000 | 100.00 | 100,000.00 | | |
| | | | | | | | | 9.00 | 9.01 | Painting | m ² | 1000 | 100.00 | 100,000.00 | |
| | | | | | | | | | 10.00 | 10.01 | Finishing | m ² | 1000 | 100.00 | 100,000.00 |

SCHEDULE OF LOADS

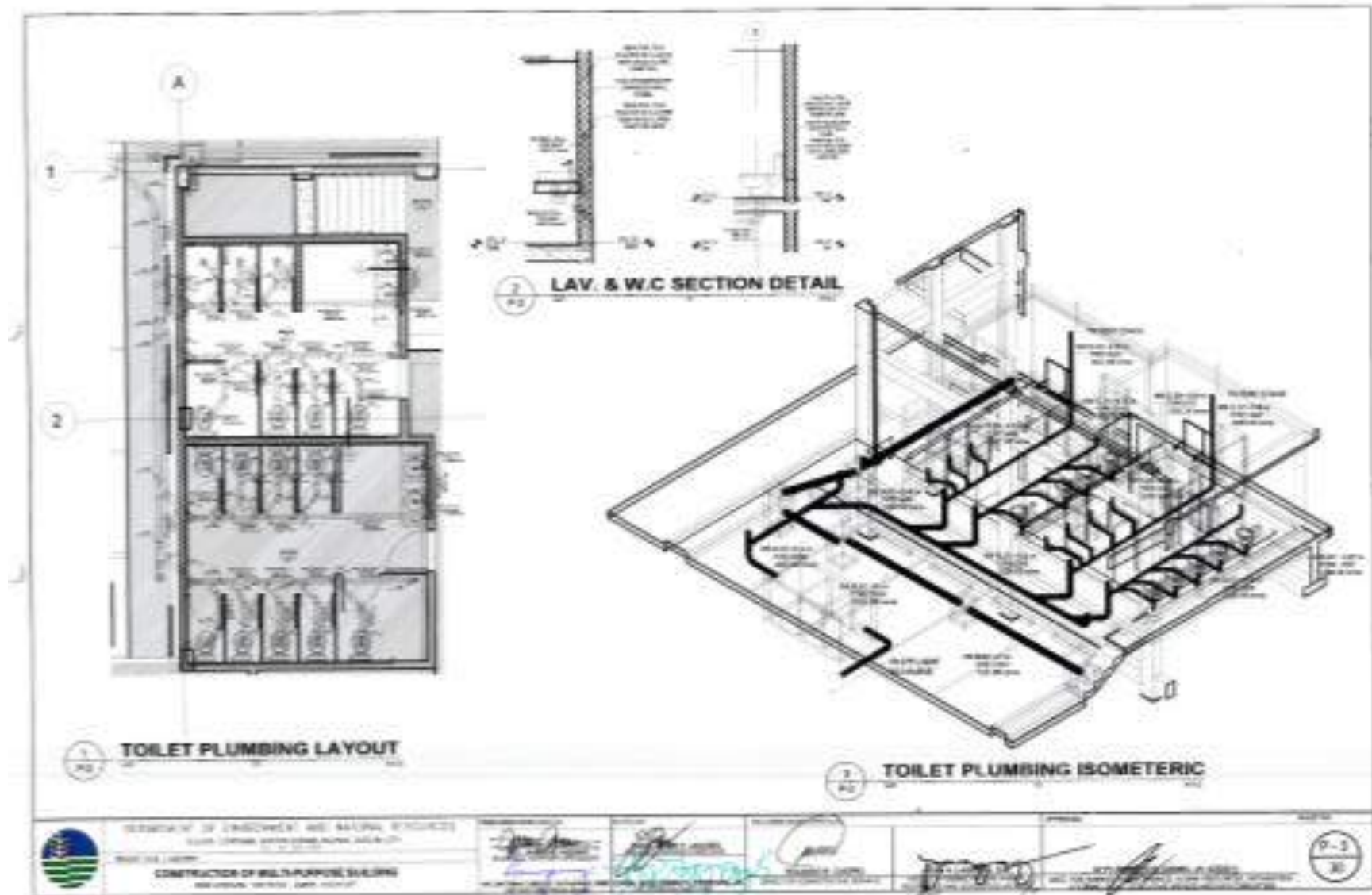

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
 OFFICE OF THE SECRETARY
 668 ALEXANDER DRIVE, TAGAYAYAN CITY, PHILIPPINES

PROPOSED CONSTRUCTION OF MULTI-PURPOSE BUILDING

ENGINEER-IN-CHARGE: *[Signature]*
 ARCHITECT: *[Signature]*
 CONTRACTOR: *[Signature]*

DATE: *[Date]*

SHEET NO. **E-7** OF **28**



DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
BUREAU OF CONSTRUCTION AND PLANNING
CONSTRUCTION OF MULTI-PURPOSE BUILDING
MIDWINTER 2019 - 2020

Project: CONSTRUCTION OF MULTI-PURPOSE BUILDING
Drawing No: P-3
Scale: AS SHOWN
Date: 10/15/2020
Author: [Signature]
Checker: [Signature]
Engineer: [Signature]





Section VIII. Bill of Quantities



BILL OF QUANTITIES
(Prices must be inclusive w/ VAT)

CONSTRUCTION OF DENR MULTI-PURPOSE BUILDING
Bid Ref. No. DENR-CO-2020-016

Approved Budget for the Contract – P 60,000,000.00

Instruction to the Bidder: Indicate cost per line item. DO NOT LEAVE ANY BLANK. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

| DESCRIPTION | QTY. | UNIT | UNIT COST in PhP | TOTAL COST in PhP |
|--|------------|-------|---------------------|----------------------|
| I. GENERAL REQUIREMENTS: | | | | |
| 1. Covid-19 Protection Equipment and Necessities | 1 | lot | | |
| 2. Permits | 1 | lot | | |
| 3. As-Built Plans | 1 | lot | | |
| 4. Temporary Facilities | 1 | lot | | |
| SUB-TOTAL I | | | | |
| II. GROUND/SITE CLEARING | | | | |
| 1. Ground/Site Clearing | 1 | lot | | |
| SUB-TOTAL II | | | | |
| III. STRUCTURAL CONCRETE (fc'=27 mPa) | | | | |
| 1. Footings | 75.47 | cu.m. | | |
| 2. Columns | 183.864 | cu.m. | | |
| 3. Beam B1 | 48.43125 | cu.m. | | |
| 4. Beam B2 | 84.0924 | cu.m. | | |
| 5. Beam B3 | 34.6176 | cu.m. | | |
| 6. Slab on Fill | 162.30606 | cu.m. | | |
| 7. Floor Slab | 32.30375 | cu.m. | | |
| 8. Bleachers | 173.823376 | cu.m. | | |
| 9. Stairs | 19.568882 | cu.m. | | |
| SUB-TOTAL III | | | | |



| DESCRIPTION | QTY. | UNIT | UNIT COST in PhP | TOTAL COST in PhP |
|--|------------|-------|----------------------|----------------------|
| IV. REINFORCING STEEL (Fy = 414 mPa, 276 mPa) | | | | |
| 1. Footings | 75.47 | cu.m. | | |
| 2. Columns | 183.864 | cu.m. | | |
| 3. Beam B1 | 48.43125 | cu.m. | | |
| 4. Beam B2 | 84.0924 | cu.m. | | |
| 5. Beam B3 | 34.6176 | cu.m. | | |
| 6. Slab on Fill | 162.30606 | cu.m. | | |
| 7. Floor Slab | 32.30375 | cu.m. | | |
| 8. Bleachers | 173.823376 | cu.m. | | |
| 9. Stairs | 19.568882 | cu.m. | | |
| | | | SUB-TOTAL IV | |
| V. FALSE WORK | | | | |
| 1. Formworks | 1625.00 | sq.m. | | |
| 2. Scaffoldings/stagings | 1626.00 | sq.m. | | |
| | | | SUB-TOTAL V | |
| VI. MASONRY WORKS | | | | |
| 1. Exterior Wall | 1,950.00 | sq.m. | | |
| 2. Interior Wall | 505.30 | sq.m. | | |
| 3. Plastering | 4,910.60 | sq.m. | | |
| | | | SUB-TOTAL VI | |
| VII. DECORATIVE PANEL | | | | |
| 1. Metal Decorative Panel with complete accessories | 1,950.00 | sq.m. | | |
| | | | SUB-TOTAL VII | |



| DESCRIPTION | QTY. | UNIT | UNIT COST in PhP | TOTAL COST in PhP |
|--|------|------|---------------------|----------------------|
| VIII. BASKETBALL SYSTEM | | | | |
| 1. Basketball System Note: Minimum Requirements for Basketball System 1 pc - 4 ft x 6 ft LED Score Board 2 pcs - Foldable Backstop with complete accessories 2 pcs - LED Shot Clock 1 pc - Buzzer 1 lot - Basketball Court Wood Flooring and Amenities - 891 sq.m. (in accordance with the attached design/plan) | 1.00 | lot | | |
| SUB-TOTAL VIII | | | | |
| IX. STAGE DESIGN AND ASSEMBLY | | | | |
| 1. Stage Design and Assembly (Fixed Stage design and assembly, Sound System, Control Panels, Lighting System, Wires, Wireless equipment and other stage accessories) Note: Minimum Requirements for the Sound System and Lighting System SOUND SYSTEM: 2 units Powered Subwoofer 8 units Powered Line Array Speaker 6 sets Wireless Microphone (2 pc Microphones per set) XLR Connectors and Sub poles Paddle Type Antenna for Wireless Mics Studio/Live Mixer LIGHTING SYSTEM: 16 units 3 in 1 RGB Full Color LED PAR Lights Lights Controller LED Amber Lights | 1.00 | lot | | |
| SUB-TOTAL IX | | | | |
| X. DOORS& WINDOWS | | | | |
| (a) DOORS | | | | |
| 1. 2.4m x 2m x 12mm Tempered Glass Door with Fix Transom | 14 | set | | |
| 2. 2.10m x 0.90m Panel Type Door with Jamb and Lockset | 2 | sets | | |
| 3. 2.10x .80 Flush Type Door With Jamb and Lockset | 2 | sets | | |



| SUB-TOTAL X-A | | | | |
|--|----------|-------|--|--|
| (b) WINDOWS | | | | |
| 1. 2.25m 5.40 m Tempered Fix Glass in Aluminum Casing | 12 | sets | | |
| 2. 2.25m x 6.40m Tempered Fix Glass in Aluminum Casing | 2 | sets | | |
| 3. 2.25m x 3.40m Tempered Fix Glass in Aluminum Casing | 2 | set | | |
| 4. 2.25m x 6.0m Tempered Fix Glass in Aluminum Casing | 2 | set | | |
| 5. 2.25m x 4.70m Tempered Fix Glass in Aluminum Casing | 2 | sets | | |
| 6. 1.20m x 4.40m Tempered Fix Glass in Aluminum Casing | 2 | set | | |
| 7. 1.2M.x5.90M. Tempered Fix Glass in Aluminum Casing | 2 | set | | |
| 8. 0.80M.x5.90M. Tempered Fix Glass in Aluminum Casing | 2 | set | | |
| 9. 0.80M.x4.40M. Tempered Fix Glass in Aluminum Casing | 2 | sets | | |
| 10. 2.10M.x1.30M.x3MM Awning Tempered w/ fix transom in Alum. Casing | 72 | sets | | |
| 11. 0.60M.x0.60M. Tempered Awning Type Glass in Aluminum Casing | 16 | sets | | |
| SUB-TOTAL X-B | | | | |
| XI. PAINTING WORK | | | | |
| 1. Concrete Surfaces | 4,910.60 | sq.m. | | |
| SUB-TOTAL XI | | | | |
| XII. ROOFING/TIN WORKS | | | | |
| 1. Roof Framing | 1,950.00 | sq.m. | | |
| 2. Roofing Sheets | 1,950.00 | sq.m. | | |
| SUB-TOTAL XII | | | | |



| XIII. ELECTRICAL WORKS | | | | |
|--|------|------|--|--|
| 1. Electrical Works - (Panel Boards w/ Main Breaker, Bolt-on circuit breakers, Copper Wires, Conduit Pipes, Couplings, Elbows, Screw Connectors, LED Bay Lights, LED Spot lights, LED Tube Lights, Pin Lights, Strip lights, Switches, Convenience outlets, Metal Junction Boxes, Utility Box sets, Ceiling receptacles, PVC Solvent Cement, Electrical Tapes, Grounding Rod, Grounding Rod Clamp, Treaded Hanger Rod, Conduit Hanger, U bolts, Lighting Fixtures, etc.) | 1 | lot | | |
| SUB-TOTAL XIII | | | | |
| XIV. PLUMBING WORKS | | | | |
| 1. Plumbing works (Fixtures, Water Supply System, Drainage System, etc.) <i>Note: Minimum Requirement for Plumbing Fixtures</i> 9 pcs - Water Closet with complete accessories 4 pcs - Lavatory with mirrors and complete accessories 7 pcs - Shower head with complete accessories 3 pcs - Urinal with complete accessories | 1 | LOT | | |
| SUB-TOTAL XIV | | | | |
| XV. SIGNAGES | | | | |
| 1. Signages | 1.00 | lot | | |
| SUB-TOTAL XV | | | | |
| XVI. HEALTH GYM | | | | |
| 1. Toilets cubicle partition and accessories | 8 | Sets | | |
| 2. Showers cubicle partition and accessories | 8 | Sets | | |
| 3. Locker set | 40 | Sets | | |
| 4. Lavatories and fittings | 12 | Sets | | |
| 5. Benches | 10 | PCS. | | |
| 6. Storage | 1 | LOT | | |
| 7. 4'x8'x1/4" Thk. Glass Walls (Mirror) | 2 | Sets | | |



| | | | | |
|--------------------------------------|---|-------|--|----------------------|
| 8. 1/4" Thk. Glass Wall | 8 | Sq.M. | | |
| 9. Floor Tiles | 1 | LOT | | |
| 10. Wall Tiles | 1 | LOT | | |
| SUB-TOTAL XVI | | | | |
| SUMMARY | | | | <u>in PhP</u> |
| I. GENERAL REQUIREMENTS | | | | |
| II. GROUND/SITE CLEARING | | | | |
| III. STRUCTURAL CONCRETE | | | | |
| IV. REINFORCING STEEL | | | | |
| V. FALSE WORK | | | | |
| VI. MASONRY WORK | | | | |
| VII. DECORATIVE PANEL | | | | |
| VIII. BASKETBALL SYSTEM | | | | |
| IX. STAGE DESIGN NAD ASSEMBLY | | | | |
| X. DOORS & WINDOWS | | | | |
| XI. PAINTING WORKS | | | | |
| XII. ROOFING/TIN WORKS | | | | |
| XIII. ELECTRICAL WORKS | | | | |
| XIV. PLUMBING WORK | | | | |
| XV. SIGNAGES | | | | |
| XVI. HEALTH GYM | | | | |



| | |
|---|--|
| A. MATERIALS | |
| B. LABOR | |
| C. EXCAVATION, BACKFILLING AND COMPACTION | |
| D. MOBILIZATION/DEMOBILIZATION AND SITE CLEARING | |
| E. OCM COST | |
| F. CONTRACTOR'S PROFIT | |
| G. VAT & WITHHOLDING TAX | |
| GRAND TOTAL OF THE PROJECT | |

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date



Section IX. Checklist of Technical and Financial Documents



DENR BIDS AND AWARDS COMMITTEE
CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

Project: CONSTRUCTION OF DENR MULTI-PERPOSE BUILDING

Bid Ref. No.: DENR-CO-2020-016

APPROVED BUDGET FOR THE CONTRACT: P60,000,000.00

ENVELOPE 1: TECHNICAL COMPONENT

CLASS "A" DOCUMENTS

A. LEGAL DOCUMENTS

- | | |
|--------------------------|---|
| <input type="checkbox"/> | <p>(a) Valid and current Certificate of PhilGEPS Registration (Platinum Membership) issued to bidder; <i>[Note: The valid and current Certificate of Registration (Platinum Membership) shall reflect the updated eligibility documents. Should the Annex A of said Certificate reflects not updated documents, the bidder shall submit, together with the certificate certified true copies of the updated documents]</i></p> <p><u>OR</u></p> |
| <input type="checkbox"/> | <p>(b) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives or its equivalent document; <u>and</u></p> |
| <input type="checkbox"/> | <p>(c) Copy of any of the following documents issued to bidder by the city or municipality where the principal place of business of the bidder is located or the equivalent document for Exclusive Economic Zones or Areas:</p> <ol style="list-style-type: none"> i. Business/Mayor's Permit for 2020: or ii. Application for Business/Mayor's Permit with attached Official Receipt (OR) of payment of Licensing and Regulatory fees and 2019 Business/Mayor's Permit. <p><u>Note: Expired Business/Mayor's permit with Official Receipt of renewal application shall be accepted. Valid and current Business/Mayor's permit is subject for submission after award of contract but before payment, pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.</u></p> <p><u>and</u></p> |
| <input type="checkbox"/> | <p>(d) Current and valid Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);</p> |

B. TECHNICAL DOCUMENTS

- | | |
|--------------------------|---|
| <input type="checkbox"/> | <p>(e) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (per Annex I);</p> |
| <input type="checkbox"/> | <p>(f) Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (per Annex I-A).</p> <p><i>For purposes of this project, similar contracts shall refer to contracts involving repair, renovation and/or construction of buildings.</i></p> <p><u>Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per Annex I-A:</u></p> <ol style="list-style-type: none"> (a) Constructor's Performance Evaluation System (CPES) with a Final Rating of at least SATISFACTORY; <u>or</u> (b) Owner's Certificate of Acceptance, <u>or</u> (c) Owner's Certificate of Completion <p><i>However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.</i></p> |



| <input type="checkbox"/> | (g) Valid and current Philippine Contractors Accreditation Board (PCAB) License with Principal Classification in General Building Category B and at least Medium A Contractor for Buildings or Plants. The PCAB license must indicate "PCAB registered contractor for Government Projects." | | | | | | | | |
|--------------------------|--|--|--|--|--------------------------------------|---------------|-----------|--------------|-----------------------|
| <input type="checkbox"/> | Special PCAB License in case of Joint Venture; and registration for the type and cost of the contract to be bid. | | | | | | | | |
| | <p>(h) Original Bid Security must be issued in favor of the DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) (must be valid for at least 120 calendar days from the date of bid opening); any one of the following forms:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Project ABC (₱)</th> <th style="text-align: center;">Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₱)</th> <th style="text-align: center;">Bid Security: Surety Bond (5%) (₱)</th> <th style="text-align: center;">Original Bid Securing Declaration</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">60,000,000.00</td> <td style="text-align: center;">1,200,000</td> <td style="text-align: center;">3,000,000.00</td> <td style="text-align: center;">No required Amount</td> </tr> </tbody> </table> <ol style="list-style-type: none"> 1. Bid Securing Declaration per Annex II; 2. The Cashier's/Manager's Check shall be issued by a Local, Universal or Commercial Bank 3. The Bank Draft/Guarantee or Irrevocable Letter of Credit shall be issued by a Local Universal or Commercial Bank; or 4. Should bidder opt to submit a Surety Bond as Bid Security, the surety bond must be callable on demand and must be issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such bond. <u>Together with the surety bond, a certification from Insurance Commission must be submitted by the bidder which must state that the surety or insurance company is specifically authorized to issue surety bonds.</u> 5. <u>For submission of Bank Draft/Guarantee or Irrevocable Letter of Credit or Surety Bond,</u> the following must be stated/specified in the Bid Security: <p><i>The following are the grounds for forfeiture of Bid Security</i></p> <ul style="list-style-type: none"> ▪ IF A BIDDER: <ol style="list-style-type: none"> a) Withdraws its bid during the period of bid validity. b) Does not accept the correction of errors pursuant to Section 32.2.1 of the IRR of RA 9184. c) Fails to submit the Post Qualification requirements within the prescribed period or a finding against their veracity thereof. d) Submission of eligibility requirements containing false information or falsified documents. e) Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding. f) Allowing the use of one's name, or using the name of another for purposes of public bidding. g) Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid. h) Refusal or failure to post the required performance security within the prescribed time. i) Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification. j) Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor. k) Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful. l) All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons. ▪ IF THE SUCCESSFUL BIDDER: <ol style="list-style-type: none"> a) fails to sign the contract in accordance with Section 40 of the Revised IRR of RA 9184; or b) fails to furnish performance security in accordance with Section 40 of the Revised IRR of RA 9184. <p>Note: Duly notarized or unnotarized Bid Securing Declaration shall be accepted pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.</p> | Project ABC (₱) | Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₱) | Bid Security: Surety Bond (5%) (₱) | Original Bid Securing Declaration | 60,000,000.00 | 1,200,000 | 3,000,000.00 | No required Amount |
| Project ABC (₱) | Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₱) | Bid Security: Surety Bond (5%) (₱) | Original Bid Securing Declaration | | | | | | |
| 60,000,000.00 | 1,200,000 | 3,000,000.00 | No required Amount | | | | | | |



(i) Conformity with Project Specifications as specified in the Section VI of the Bidding Documents attached with the following:

1. Organizational Chart for the contract to bid;
2. List of contractor's Key Personnel to be assigned to the contract to be bid, with their complete qualifications and experience data and other requirements as specified below. Required Key Personnel are as follows:

| Key Personnel | Experience | Documentary Requirements |
|---|-----------------|---|
| At least one (1) Project Architect | Eight (8) Years | <ul style="list-style-type: none"> • Curriculum Vitae • Valid and current Professional Identification Card issued by Professional Regulatory Commission (PRC) |
| At least one (1) Professional Electrical Engineer | Eight (8) Years | <ul style="list-style-type: none"> • Curriculum Vitae • Valid and current Professional Identification Card issued by PRC |
| At least one (1) Structural/Civil Engineer | Eight (8) Years | <ul style="list-style-type: none"> • Curriculum Vitae • Valid and current Professional Identification Card issued by PRC |
| At least one (1) Master Plumber | Eight (8) Years | <ul style="list-style-type: none"> • Curriculum Vitae • Valid and current Professional Identification Card issued by PRC |
| At least one (1) BIM Architect | Five (5) Years | <ul style="list-style-type: none"> • Curriculum Vitae • Valid and current Professional Identification Card issued by PRC • Valid Certification as certified BIM Architect issued on or before 2014 |

3. List of contractor's equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project.

(j) Original **Omnibus Sworn statement** in accordance with Section 25.3 of the IRR of RA 9184 and using the prescribed form attached as **Annex III** with attached **Proof of Authority of the bidder's authorized representative/s:**

- i. **FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE):**
Notarized or unnotarized Special Power of Attorney.
- ii. **FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE:**
Notarized or unnotarized Secretary's Certificate evidencing the authority of the designated representative/s.

Notes: 1) *Should there be more than one (1) appointed authorized representatives, use the word "any of the following" or "OR", otherwise, all authorized representatives must sign/initial the bid submission.*

2) *Unnotarized documents shall be accepted pursuant to GPPB Resolution No. 09-2020 dated 07 May 2020.*

IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.

C. FINANCIAL DOCUMENTS

(k) Audited Financial Statements (AFS) for CY 2019 with stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions dated CY 2020;



| | |
|--------------------------|---|
| <input type="checkbox"/> | <p>(l) Net Financial Contracting Capacity (NFCC) computation, in accordance with ITB Clause 5.5, (per Annex IV).</p> <p>The NFCC computation must be equal to the ABC of this project. The detailed computation using the required formula must be provided.</p> <p><u>In case of Joint Venture, the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and the Latest Audited Financial Statements.</u></p> |
|--------------------------|---|

Class “B” Document: (For Joint Venture)

| | |
|--------------------------|--|
| <input type="checkbox"/> | <p>If applicable, For Joint Ventures, Bidder to submit either:</p> <ul style="list-style-type: none"> (i) Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or (ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex V) signed by all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful and must be in accordance with Section 23.1 (b) of the IRR <p>In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid [Sec 37.1.4 (a) (i)]</p> <p><u>(m) The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (per Annex V) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.</u></p> |
|--------------------------|--|

ENVELOPE 2: FINANCIAL DOCUMENTS

| | |
|--------------------------|---|
| <input type="checkbox"/> | <p>Completed and signed Financial Bid Form. Bidder must submit the following:</p> <ol style="list-style-type: none"> 1. Bid Form per Annex VI; 2. Bid Prices in the Bill of Quantities per Section VIII; 3. Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; 4. Cash flow by quarter or payment schedule; 5. Digital copy stored in Universal Serial Bus (USB) flash drive in Excel File of Item Nos. 2 to 4. <p>The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted.</p> |
|--------------------------|---|

Note: In case of inconsistency between the Checklist of Requirements for Bidders and the provisions in the Instruction to Bidders/Bid Data Sheet, the Instruction to Bidders/Bid Data Sheet shall prevail.



Section IX. Prescribed/Sample Forms



Annex I

(Bidder's Company Letterhead)

**CONSTRUCTION OF DENR MULTI-PURPOSE BUILDING
Bid Ref. No. DENR-CO-2020-016
Approved Budget for the Contract – P60,000,000.00**

Statement of All Ongoing Government and Private Contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid

| NAME OF THE CONTRACT (ii.1) | DATE OF CONTRACT (ii.2) | CONTRACT DURATION (ii.3) | OWNER'S NAME AND ADDRESS (ii.4) | NATURE OF WORK (ii.5) | CONTRACTOR'S ROLE (whether sole contractor, subcontractor, or partner in JV and percentage of participation) (ii.6) | TOTAL CONTRACT VALUE AT AWARD (ii.7) | DATE OF COMPLETION OR ESTIMATED COMPLETION TIME (ii.8) | TOTAL CONTRACT VALUE AT COMPLETION IF APPLICABLE (ii.9) | PERCENTAGES OF PLANNED & ACTUAL ACCOMPLISHMENTS, IF APPLICABLE (ii.10) | VALUE OF OUTSTANDING WORKS, IF APPLICABLE (ii.11) |
|--|------------------------------------|-------------------------------------|--|----------------------------------|--|---|---|--|---|--|
| | | | | | | | | | | |
| | | | | | | | | | | |

Note: Copies of Pos/Contracts to be submitted only during Post-Qualification if declared as the S/LCB

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date



(Bidder's Company Letterhead)

**CONSTRUCTION OF DENR MULTI-PURPOSE BUILDING
Bid Ref. No. DENR-CO-2020-016
Approved Budget for the Contract – P60,000,000.00**

Statement of Single Largest Completed Contract/s of Similar Nature Equivalent to at Least Fifty Percent (50%) of the ABC

| NAME AND DATE OF THE CONTRACT | CONTRACT DURATION AND NATURE OF WORK | OWNER'S NAME AND ADDRESS | CONTRACTOR'S ROLE (whether sole contractor, subcontractor, or partner in JV and percentage of participation) | TOTAL CONTRACT VALUE AT AWARD | DATE OF COMPLETION | TOTAL CONTRACT VALUE AT COMPLETION | PERCENTAGES OF PLANNED & ACTUAL ACCOMPLISHMENTS | DATE OF NOTICE OF AWARD OR NOTICE TO PROCEED | DATE OF OWNER'S CERTIFICATE OF ACCEPTANCE |
|-------------------------------|--------------------------------------|--------------------------|--|-------------------------------|--------------------|------------------------------------|---|--|---|
| | | | | | | | | | |

Note: Attach copy of any of the following documents to this Statement:

- 1) CPES Final Rating with at least Satisfactory Rating; or 2) Owner's Certificate of Acceptance; or 3) Owner's Certificate of Completion

However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date



Annex II

CONSTRUCTION OF DENR MULTI-PURPOSE BUILDING

Bid Ref. No. DENR-CO-2020-016

Approved Budget for the Contract – P60,000,000.00

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

BID-SECURING DECLARATION

To: DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration¹, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1, and 69.1, except 69.1 (f) of the IRR of RA 9184; without prejudice to the 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;
 - (c) I am/we are declared as the bidder with the Single/Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

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

**Annex III**

(Page 1 of 2)

CONSTRUCTION OF DENR MULTI-PURPOSE BUILDING
Bid Ref. No. DENR-CO-2020-016
Approved Budget for the Contract – P60,000,000.00

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. Select one, delete the other:

If a sole proprietorship: I am the sole proprietor 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 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;



Annex III

(Page 2 of 2)

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

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the following 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 3154 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'S
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

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

**Annex IV****(Bidder's Company Letterhead)**

CONSTRUCTION OF DENR MULTI-PURPOSE BUILDING
Bid Ref. No. DENR-CO-2020-016
Approved Budget for the Contract – P60,000,000.00

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY
(Please show figures at how you arrived at the NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** _____ (**P** _____) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows:

| | | | |
|---|---|---|----------|
| CA | = | Current Assets | P |
| LESS | | | - |
| CL | = | Current Liabilities | P |
| Sub-total 1 | | | P |
| | | | X 15 |
| Sub-total 2 | | | P |
| LESS | | | - |
| C | = | Value of all outstanding or uncompleted portions of the project under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project | P |
| NET FINANCIAL CONTRACTING CAPACITY | | | P |

Issued this _____ day of _____, 2020.

Name & Signature of Authorized Representative

Position / Date

Notes:

- 1) *The phrase "the values of the bidder's Current Assets and Current Liabilities" refers to the values of the current assets and liabilities reflected in the submitted Annual Income Tax Return and Audited Financial Statements filed through BIR's Electronic Filing and Payment System (eFPS).*
- 2) *The value of all outstanding or uncompleted contracts refers to those listed in Annex I*
- 3) *The detailed computation using the required formula must be shown as provided above.*
- 4) *The NFCC computation must at least be equal to the sum of ABC of the project.*



Annex V

(Page 1 of 2)

**CONSTRUCTION OF DENR MULTI-PURPOSE BUILDING
Bid Ref. No. DENR-CO-2020-016
Approved Budget for the Contract – P60,000,000.00**

PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by:..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at,, represented herein by its,, hereinafter referred to as “.....”;

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at,, represented herein by its,, hereinafter referred to as “.....”;

For submission to the **Bids and Awards Committee** of the **Department of Environment and Natural Resources**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **Department of Environment and Natural Resources** pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

| | |
|-----------------------------------|--|
| Bid Reference No. | |
| Name/Title of Procurement Project | |
| Approved Budget for the Contract | |

NOW THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the **DENR BAC** a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).



Annex V

(Page 2 of 2)

For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

JV Partner (Name of Company):

Authorized Representative of the JV Partner: (Per attached Secretary's Certificate)

Name

Designation

That furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by DENR of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by DENR under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of DENR.

This Undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

JV Partner 1's Representative/Authorized Signatory

JV Partner 2's Representative/Authorized Signatory

[Jurat]

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



Annex VI
(page 1 of 2)

BID FORM

CONSTRUCTION OF DENR MULTI-PURPOSE BUILDING
Bid Ref. No. DENR-CO-2020-016
Approved Budget for the Contract – P60,000,000.00

To: **DENR Bids and Awards Committee**
DENR-Central Office
DENR Main Building, DENR Compound
Visayas Avenue, Diliman,
Quezon City

I/We, having examined the Philippine Bidding Documents (PBDs) including Supplemental or Bid Bulletins, if any, the receipt of which is hereby duly acknowledge, declare that:

- (a) I/We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, if any, for the Procurement Project: **CONSTRUCTION OF DENR MULTI-PURPOSE BUILDING per Bid Ref. No. DENR-CO-2020-016;**
- (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:

Amount in Figures (PhP): _____
Amount in Words: _____

- (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 (amount in words) _____ PhP _____, _____% of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines (GPPB Resolution No. 09-2020) for this purpose;
- (h) I/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) 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) I/We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.



Annex VI
(page 2 of 2)

- (k) I/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 **CONSTRUCTION OF DENR MULTI-PERPOSE BUILDING per Bid Ref. No. DENR-CO-2020-016** of the **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**.
- (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 (in print)

Legal Capacity

Signature

Duly authorized to sign the Bid for and behalf of:

Date



Annex VII

(Bidder's Company Letterhead)

**CONSTRUCTION OF DENR MULTI-PURPOSE BUILDING
Bid Ref. No. DENR-CO-2020-016**

**UNDERTAKING TO SUBMIT SSS CLEARANCE OR LATEST QUARTER PREMIUM
REMITTANCES AND DOLE CLEARANCE IF DECLARED AS THE LOWEST OR SINGLE
CALCULATED AND RESPONSIVE BID**

I/We, _____ (Name) _____, _____ (Title or Capacity) _____, the duly authorized representative of _____ (Company/Bidder) _____, hereby commit that should we be declared as the Lowest or Single Calculated and Responsive Bid, we shall present original and submit Certified True Copy of our (1) Valid and Current SSS Clearance or latest quarter premium remittances and (2) Valid and Current DOLE Clearance/Certificate of No Pending Case pursuant to GPPB Circular 01-2008 dated 07 March 2008.

This Undertaking shall form part of the Post-Qualification Requirements for the aforesaid procurement project.

Issued this _____ day of _____ in _____, Philippines.

Name of Company (Bidder)

Full Name of Authorized Representative

Address

Signature of Authorized Representative

Tel. No./Fax No.

E-mail Address



Annex VIII

(Bidder's Company Letterhead)

**CONSTRUCTION OF DENR MULTI-PURPOSE BUILDING
Bid Ref. No. DENR-CO-2020-016**

COMPANY PROFILE

COMPANY NAME : _____

ADDRESS : _____

HEAD OFFICE : _____

BRANCH : _____

TELEPHONE NUMBER/S

HEAD OFFICE : _____

BRANCH : _____

FAX NUMBER/S

HEAD OFFICE : _____

BRANCH : _____

E-MAIL ADDRESS/ES : _____

NUMBER OF YEARS IN BUSINESS : _____

NUMBER OF EMPLOYEES : _____

LIST OF MAJOR STOCKHOLDERS : _____

LIST OF BOARD OF DIRECTORS : _____

LIST OF KEY PERSONNEL (NAME & DESIGNATION WITH SIGNATURE) AS AUTHORIZED CONTACT PERSONS FOR THIS PROJECT [at least THREE (3)] : _____

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date



Annex IX

(Bidder's Company Letterhead)

**CONSTRUCTION OF DENR MULTI-PURPOSE BUILDING
Bid Ref. No. DENR-CO-2020-016**

CERTIFICATE OF AVAILABILITY OF KEY PERSONNEL

(Date of Issuance)

MARCIAL C. AMARO, JR., CESO III

Chairperson, Bids and Awards Committee

Department of Environment and Natural Resources-Central Office

Visayas Avenue, Diliman, Quezon City

Dear Sir:

In compliance with the requirements of the DENR-Central Office BAC for the bidding of the *(Name of the Contract)*, we certify that *(Name of the Bidder/Company)* has in its employ key personnel as required in the Bidding Documents, who may be engaged for the construction of the said contract.

Very truly yours,

(Name of Representative)

(Position/Designation)

(Name of the Bidder/Company)