

REPUBLIC OF THE PHILIPPINES
SUGAR REGULATORY ADMINISTRATION
NORTH AVENUE, DILIMAN, QUEZON CITY

PHILIPPINE BIDDING DOCUMENTS
(As Harmonized with Development Partners)

**SUPPLY OF LABOR, MATERIALS, AND EQUIPMENT FOR THE PROJECT
“RETROFITTING OF SUGAR REGULATORY ADMINISTRATION (SRA)
MAIN AND ANNEX 1 BUILDING”**

**July 15, 2024, 9:30 AM
SRA Social Hall,
Sugar Regulatory Administration
North Avenue, Diliman, Quezon City**

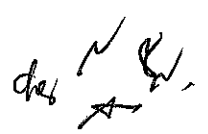
**Sixth Edition
July 2020**

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

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Section I. Invitation to Bid

SUGAR REGULATORY ADMINISTRATION
North Avenue, Diliman, Quezon City

INVITATION TO BID

SUPPLY OF LABOR, MATERIALS AND EQUIPMENT FOR THE PROJECT “RETROFITTING OF SUGAR REGULATORY ADMINISTRATION (SRA) MAIN AND ANNEX 1 BUILDING”

1. The Sugar Regulatory Administration (SRA), through the 2024 Corporate Operating Budget (COB) intends to apply the sum of **Seventy-Five Million Twenty-One Thousand Four Hundred Fifty-Seven, 34/100 Pesos (Php75,021,457.34)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Supply of Labor, Materials and Equipment for the Project “Retrofitting of Sugar Regulatory Administration (SRA) Main and Annex 1 Building”**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Sugar Regulatory Administration (SRA) now invites bids for the above Procurement Project. Completion of the Works is required **within 1095 calendar days from receipt of the Contract and Notice to Proceed**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from **BAC Secretariat, Sugar Regulatory Administration (SRA)** and inspect the Bidding Documents at the address given below from **8:00 AM – 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **June 20, to July 15, 2024** from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 50,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees, the manner will be presented in person or electronic means.
6. The Sugar Regulatory Administration (SRA) will hold a Pre-Bid Conference on **July 01, 2024, 1:30 PM** at **SRA Social Hall, Sugar Regulatory Administration, North Avenue, Diliman, Quezon City** and/or through videoconferencing/webcasting *via zoom*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address as indicated below, (ii) online or electronic submission as indicated below, or both on or before **July 15, 2024, 9:30 AM**. Late bids shall not be accepted.

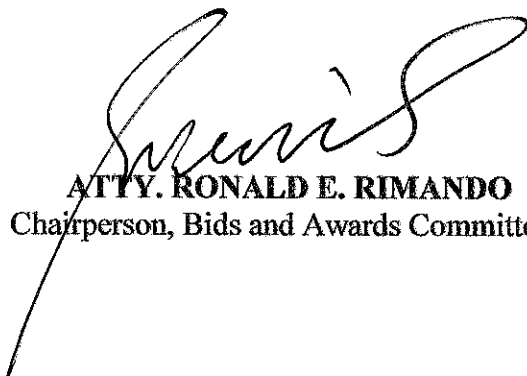
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on **July 15, 2024, 9:30 AM** at **SRA Social Hall, Sugar Regulatory Administration, North Avenue, Diliman, Quezon City** and/or through Physical or Face to Face Conference. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. No bidder shall "Deal Secretly" or give commission to any SRA Officers/Employees pursuant to SRA Memorandum dated September 8, 2016. Violation of the restriction shall be a ground for disqualification.
11. The **Sugar Regulatory Administration (SRA)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Atty. Jeanelle Tamoro-Cruz
Head, BAC Secretariat
Sugar Regulatory Administration (SRA)
North Avenue, Diliman, Quezon City
Telephone No. (02) 82360063
Email Address: sra.bac@sra.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: *www.sra.gov.ph*

[June 20, 2024]


ATTY. RONALD E. RIMANDO
Chairperson, Bids and Awards Committee

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Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Sugar Regulatory Administration (SRA)** invites Bids for the **Supply of Labor, Materials and Equipment for the Project “Retrofitting of Sugar Regulatory Administration (SRA) Main and Annex 1 Building”**, with Project Identification Number [*srainfra24-001*].

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

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

2. Funding Information

The source of funding is through the **Corporate Operating Budget** in the amount of **Seventy-Five Million Twenty-One Thousand Four Hundred Fifty-Seven, 34/100 Pesos (Php75,021,457.34)**

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:
[Select one, delete other/s]

- a. Subcontracting is not allowed.

- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.2. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the

implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.

- 7.3. 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 and either at its physical address *{[insert if applicable]}* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

[Select one, delete other/s]

- a. Philippine Pesos.

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- b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP.]*

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 *[indicate date]*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 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**.

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Section III. Bid Data Sheet

Bid Data Sheet

| ITB Clause | |
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| 5.2 | For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: Structural Retrofitting of building. |
| 10.3 | Philippine Contractors Accreditation Board (PCAB) License Category – A (minimum) Size Range – Medium A |
| 10.4 | The key personnel must meet the required minimum years of experience set below: <u>Key Personnel</u> <u>General Experience</u> <u>Relevant Experience</u> Project Manager, Project/Site Engineer, Materials Engineer, Safety Officer, Construction Foreman, Skilled Workers, Laborers With at least 10 years work experience in building construction. |
| 10.5 | The minimum major equipment requirements are the following: <u>Equipment</u> <u>Capacity</u> <u>Number of Units</u> Crane or boom truck, Power Tools, Welding Machine, Oxy Acetylene with cutting outfit, Jack Hammer, Steel Scaffolding and all/any other equipment needed to complete/finish the project. |
| 15.1 | The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than Php1,500,429.15 , [equivalent to two percent (2%) of ABC] if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than Php 3,751,072.87 , [amount equivalent to five percent (5%) of ABC] if bid security is in Surety Bond. |
| 20 | <i>Building Permit, Environmental Compliance Certificate and other Local Government Unit requirement, Certification that the project site is not within a geohazard zone, etc.]</i> |
| 21 | Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule, bar chart and S-curve, manpower schedule, construction methods/program of works, equipment utilization schedule, construction safety and health program approved by the DOLE, and PERT/CPM or other acceptable tools of project scheduling. With a flash drive containing an e-file of Financial Data, BOQ, and cost estimates. |

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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

4.1. 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.

4.2. 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.

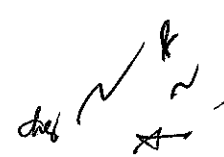
8. Liability of the Contractor

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.

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Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|------------|--|
| 2 | <i>[If different dates are specified for completion of the Works by section, i.e. "sectional completion," these dates should be listed here.]</i> |
| 4.1 | <i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i> Upon receipt of the Notice to Proceed |
| 6 | The site investigation reports are: <i>[list here the required site investigation reports.]</i> |
| 7.2 | <i>[Select one, delete the other.]</i> <i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:]</i> Fifteen (15) years. |
| 10 | <i>[Select one, delete the other:]</i> Dayworks are applicable at the rate shown in the Contractor's original Bid. |
| 11.1 | The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>[insert number]</i> days of delivery of the Notice of Award. |
| 11.2 | The amount to be withheld for late submission of an updated Program of Work is <i>[insert amount]</i> . |
| 13 | The amount of the advance payment is <i>[insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment]</i> . The amount of the advance payment is 15% of the contract price. |
| 14 | <i>[If allowed by the Procuring Entity, state:]</i> Materials and equipment delivered on the site but not completely put in place shall not be included for payment. |
| 15.1 | The date by which operating and maintenance manuals are required is <i>[date]</i> . The date by which "as built" drawings are required is <i>30 calendar days upon completion of projects.</i> |
| 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 <i>[amount in local currency]</i> . |

Section VI. Specifications

TECHNICAL SPECIFICATIONS

SECTION 1

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work

Furnish all labor, materials, equipment and service to erect and maintain temporary facilities and controls required in this work but not limited to:

1. Temporary telecommunications/ telephone
2. Field office
3. Storage facilities for materials
4. Enclosures such as tarpaulins, barricades and canopies
5. A project sign
6. Temporary partitions for construction area.
7. Fire protection
8. Permits and licenses - occupancy, building, etc.

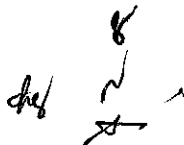
1.2 PRODUCT HANDLING

A. Protection

Use all means necessary to maintain temporary facilities and controls in proper and safe condition throughout progress of the work.

B. Replacements

In the event of loss or damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the Owner.



PART 2 – PRODUCTS

2.1 UTILITIES

A. Temporary Utilities

1. General

Water and electricity required for the performance of the work shall be provided by SRA.

2. Water

Furnish and install all necessary temporary piping, and upon completion of the work, remove all such temporary piping.

3. Temporary Electricity

Furnish and install all necessary temporary wiring for power and lighting, and upon completion of the work, remove all such temporary wiring.

4. Telephone

Maintain in the job office a telephone for the use of the Engineer.

2.2 FIELD OFFICE SHEDS

Furnish and install site office adequate in size and accommodation for all Contractor's offices, Project Manager's office, supply and tool room; make the field office available to the Owner/representative, the Engineer and the Construction Manager throughout the entire construction period. Provide an adequate watertight office with water, light, telephone and toilet facilities.

2.3 SANITARY FACILITIES

Furnish and install all required temporary toilets with sanitary toilets for use of all workmen, comply with all minimum requirements of the Health Department or other public agency having jurisdiction, maintain in a sanitary condition at all times. Provide and install toilet facilities for the exclusive use of the Construction Manager.

2.4 STORAGE FACILITIES

Provide storage facilities.

2.5 ENCLOSURES

Furnish and install, and maintain for the duration of construction all required scaffolds, tarpaulins, barricades, warning signs, steps, bridges, platforms, and other temporary construction necessary for proper completion of the work in the compliance with all pertinent safety and other regulations.

2.6 PROJECT SIGN

Furnish and install a project sign as indicated on the Drawings, allow no other sign or advertising of any type on the job site except as specifically approved by the Owner.

2.7 FENCING OF THE CONSTRUCTION AREA

A. General

Furnish and install a temporary fence around the entire construction area in coordination with the representative of the project owner.

PART 3 – EXECUTION

3.1 CLEANING UP

The premises shall be kept at all times free from accumulations of waste materials or rubbish caused by the operation for the completion of the work. Maintain the general cleanliness and sanitation of the site. The General Contractor shall undertake clearing of site and removal of construction debris brought by contractors in direct contract with the Owner.

3.2 REMOVAL

Maintain all temporary facilities and controls as long as needed for the safe proper completion of the work, removal of all such temporary facilities and controls as rapidly as progress of the work will permit or as directed by the Engineer, include making good disrupted surfaces.

SECTION 2 CARBON FIBER SHEET

2.1 DESCRIPTION

This item covers Carbon Fiber Sheet (CFS) for use to reinforced concrete structures as shown on the Plans or as directed by the Engineer.

2.2 MATERIAL REQUIREMENT

2.2.1 DESCRIPTION OF RAW MATERIALS

The raw material used to make carbon fiber is made from 90% polyacrylonitrile. The remaining 10% are made from rayon or petroleum pitch. All of these materials are organic polymers, characterized by long strings of molecules bound together by carbon atoms. The density of carbon fiber's also considerably lower than the density of steel, making it ideal for applications requiring low weight.

2.2.2 CARBON FIBER SHEET PROPERTIES

The Carbon Fiber Sheet (CFS) shall conform to the specifications shown below.

| Property | Test Method | Unit | Specifications | | | | |
|------------------------------------|-------------|--------------------|--------------------------------------|---------------|---------------|---------------|---------------|
| Type | - | - | Uni-directional, high strength cloth | | | | |
| Carbon Fiber Weight | - | g/m ² | 200 | 300 | 400 | 450 | 600 |
| Sheet thickness | - | mm | 0.111 | 0.167 | 0.222 | 0.25 | 0.333 |
| Density | ASTM D3039 | g/cm ³ | 1.8 | 1.8 | 1.8 | 1.8 | 1.8 |
| Tensile Strength | ASTM D3039 | N/mm ² | 3400 (Min) | 3400 (Min) | 3400 (Min) | 3400 (Min) | 3400 (Min) |
| Young's Modulus of Elasticity | ASTM D3039 | kN/mm ² | 230 (Min) | 230 (Min) | 230 (Min) | 230 (Min) | 230 (Min) |
| Pull-off Bond Strength to Concrete | ASTM D3039 | N/mm ² | 1.5(Min) | 1.5(Min) | 1.5(Min) | 1.5(Min) | 1.5(Min) |
| | | | | | | | |
| • Wet | | N/mm ² | 1.5(Min) | 1.5(Min) | 1.5(Min) | 1.5(Min) | 1.5(Min) |
| | | | CF | CF | CF | CF | CF |

Tensile strength and Pull-off Bond Strength of the carbon fiber sheet shall be approved by the Engineer.

**CF- Concrete Failure*

The epoxy adhesive for bonding CFS shall conform to the specification shown below:

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| Property | Test Method | Unit | Specifications | | |
|---|-------------|--|--------------------|--------------------|--------------------------------------|
| | | | Prime | Epoxy Putty | Penetrating Epoxy Resin/Impregnation |
| Viscosity | ASTM D2393 | mPa.s | ≤1000 | Paste - like | 5000 (Min) |
| Tensile Strength | ASTM D638M | N/mm ² | ≥15 | ≥20 | ≥30 |
| Flexural Strength | ASTM D790M | N/mm ² | ≥20 | ≥40 | ≥40 |
| Compressive Strength | ASTM D695M | N/mm ² | ≥20 | ≥50 | ≥50 |
| Tensile Shear Bond to Steel | ASTM D1002 | N/mm ² | ≥10 | ≥10 | ≥10 |
| Pull-off Bond Strength <ul style="list-style-type: none"> • Dry • Wet | ASTM D7234 | N/mm ² N/mm ² | ≥1.5 CF ≥1.5 CF | ≥1.5 CF ≥1.5 CF | ≥1.5 CF ≥1.5 CF |

The material shall be approved by the Engineer mill Certificate of the Supplier.

**CF- Concrete Failure*

2.3 CONSTRUCTION REQUIREMENTS

2.3.1 MATERIAL HANDLING

The carbon fiber components shall be delivered in original, unopened (except carbon fabric or strips) containers clearly marked with the manufacturer's name, product identification, and batch numbers. Storage and handling of the various products shall be in conformity with the manufacturer's recommendations and instructions.

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2.3.2 SURFACE PREPARATION

All concrete surfaces shall be clean, sound and free from surface moisture. Crack sealing or water proofing shall be provided prior to concrete surface restoration. If water leaks through cracks on concrete surface to be covered with CFS, surface preparation and application of CFS shall be in accordance with the approved manufacturer's application specifications. Both the Contractor and the manufacturer's technical representative must verify the suitability of any changes to the application methods proposed by the Engineer. Cracks larger than 3mm shall be injected with epoxy using a system/method approved by the Engineer.

For the preparation of concrete, disc grinder or abrasive sandblasting is used to clean the Concrete and to ensure that concrete surface is even and smooth.

2.3.3 PRIME COAT

Contact surface shall be dry before coating with primer. The primer should be formulated and compatible with the Carbon fiber material and not to be applied during rains, storms or when the air is misty or when conditions are unsatisfactory in the opinion of the Engineer.

Application rate shall be such as to ensure complete saturation of the contact surface. Primer should be cured between 2-3 hours before proceeding to the next step.

2.3.4 PUTTY APPLICATION

For the adjustment and correction of surface irregularity and unevenness, epoxy putty should be applied, after the primer is tack-free. Any concave, pores, or gap on the concrete surface must be smoothed with epoxy putty. After the putty becomes tack-free, it is required to roughen the surface with sandpaper, then cleaned.

2.3.5 APPLICATION OF EPOXY RESIN FOR UNDERCOAT (PENETRATING/ IMPREGNATION EPOXY RESIN)

Prior to undercoating epoxy resin adhesive, ambient temperature at the work site shall be checked to confirm the curing conditions before applying the resin. The Contractor shall check and confirm that the primer and putty have become tack-free and there is no clay and dust on the concrete surface prior to the Engineer's inspection. If there is a time interval of longer than 3 days after the primer and putty application, the primer and putty coated surface should be roughened with sandpaper, and the surface cleaned before the adhesive application.

The contact surface condition shall be tack-free and application shall not be done during rains or storms or when the air is misty, or when in the opinion of the Engineer, Conditions are unsatisfactory to carry out the work. The following specified quantity of the resin is only reference. The actual quantity should be

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determined in consideration with ambient temperature and manufacturer's recommendation in the work site, subject to the Engineer's approval.

The mixing and application of the adhesive resin (resin and hardener) should be in accordance with the manufacturer's instruction approved by the Engineer.

Application rate of the penetrating epoxy resin shall be in accordance with table shown in Table 2.2.2.

Table 416.3 – Application Rate of the Penetrating Epoxy Resin

| Carbon Fiber Sheet Area Weight (g/m ²) | Standard Usage Weight of Penetrating/Impregnation of Epoxy Resin | | | Unit |
|--|--|--------------|-------------|-------------------|
| | Undercoating | Over-coating | Total | |
| 200 | 0.30 ~ 0.40 | 0.40 ~ 0.20 | 0.50 ~ 0.70 | kg/m ² |
| 300 | 0.40 ~ 0.50 | 0.40 ~ 0.30 | 0.70 ~ 0.90 | kg/m ² |
| 400 | 0.50 ~ 0.60 | 0.50 ~ 0.40 | 0.90 ~ 1.10 | kg/m ² |
| 450 | 0.55 ~ 0.65 | 0.50 ~ 0.40 | 1.00 ~ 1.15 | kg/m ² |
| 650 | 0.60 ~ 0.65 | 0.50 ~ 0.65 | 1.10 ~ 1.30 | kg/m ² |

2.3.6 CARBON FIBER APPLICATION (FIRST LAYER)

The standard length of carbon sheet will be cut from 4 to 6 m. If standard cut length is exceeded, wrinkles will appear and installation becomes more difficult. The CFS shall be applied in accordance with the following procedures.

- a. Install the CFS in the longitudinal direction after the epoxy resin application.
- b. Press the CFS using a roller starting from the center towards the edge to squeeze out entrapped air before the epoxy resin sets.
- c. When lapping of two CFS is required, a lap length of not less than 20 cm shall be provided.

The specified normal curing time is only for reference purposes. The actual curing periods should be determined considering the ambient temperature and manufacturer's recommendation in the work site, subject to the Engineer's approval.

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2.3.7 OVER COATING RESIN APPLICATION

Verification and confirmation of resin mixing and application procedure shall be executed similar to that of the under-coating resin. The actual quantity should be determined considering the ambient temperature and manufacturer's recommendation in the work site, subject to the Engineer's Approval.

2.3.8 QUALITY CONTROL AND INSPECTION

The Contractor shall prepare a quality control program that includes, but not limited to the following:

- a. Inspection of all materials to ensure conformity with contract requirements, and that all materials are new and undamaged.
- b. Inspection of all surface preparation is carried out prior to CFS application.
- c. Inspection of work in progress to ensure work is being done in accordance with the DPWH Standard Specifications and approved manufacturer's instructions.
- d. Inspection of all work completed including sounding of all repairs to check for any debonding and correction of any defective work.

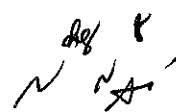
2.3.9 SAMPLING AND TESTING

After allowing at least 24 hours for the initial resin saturate to cure, the Contractor shall perform a visual and acoustic tap test inspection of the layered surface. All voids, bubbles and delaminations shall be repaired in accordance with the manufacturer's recommendation. The Contractor shall conduct adhesion testing of the fully cured CFS installation using direct pull-off tests, at locations determined by the Engineer. Failure at the bond line at tensile stress below 1.373 N/mm² will be cause for rejection of the repair. A minimum of two pull-off tests per system (span) shall be performed. The test shall be completed prior to the application of the protective top coat on the CFS.

The product subjected to sampling shall meet ACI Guidelines and ASTM D 3039.

2.4 METHOD OF MEASUREMENT

CFS installed in accordance with the Plans and Specifications will be measured in square meters. The quantity to be paid for shall be the square meters of CFS used and accepted by the Engineer. No measurement will be made for epoxy injection of cracks.



2.5 BASIS OF PAYMENT

The quantity measured as prescribed above shall be paid for at the contract unit price. This unit price shall cover full compensation for all materials, labor, equipment, supervision and related services necessary for reinforcing of the concrete as detailed in the plans and specifications. If an alternative carbon fiber system is used, the price shall also include all engineering, design and technical services, as well as contractor submittals required as per specifications.

NOTE:

- All equipment, supplies and materials must be brand new and to be delivered at Sugar Regulatory Administration, North Avenue, Diliman, Quezon City, at the expense of the contractor.

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TERMS OF REFERENCE

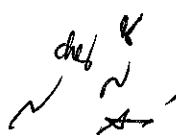
PART 1 - INTRODUCTION

1. The SUGAR REGULATORY ADMINISTRATION (SRA) requires the services of a General Contractor for the purpose of carrying out the Project – Structural Retrofitting of Sugar Regulatory Administration (SRA) Main Building and Annex Buildings located along North Avenue, Diliman, Quezon City.
2. The Prospective General Contractor must have been engaged in the construction business for a minimum of five (5) years with a Philippine Contractors Accreditation Board (PCAB) license, duly accredited by the Philippine Government Electronic Procurement Service (PhilGEPS) of the Department of Budget and Management (DBM) and should have previously performed/ completed a minimum ten (10) similar structural retrofitting projects.

PART 2 – SCOPE OF WORKS

Work included in this Terms of Reference shall consist of, but is not necessarily limited to the following:

1. General Requirements
 - a. Permits and Licenses
 - b. Bonds and Insurance (Performance Bond, Surety Bond, Contractor's All-Risk Insurance and Warranty Bond)
 - c. Mobilization and Demobilization
 - d. Temporary Facilities, Field Office and Warehouse
 - e. Temporary Power and Water
 - f. Preparation of As-Built Drawings (with signature and seal of Structural Engineer)
2. Direct Works at SRA MAIN Building:
 - a. Dismantling and restoration upon completion of the ceilings and columns at the following:
 - a.1 Ground Floor
 - a.2 2nd Floor
 - a.3 3rd Floor
 - a.4 4th Floor
 - a.5 5th Floor
 - a.6 6th Floor
 - a.7 Penthouse



b. Structural retrofitting of affected columns by the application of Carbon Fiber Reinforcement (thickness= 0.333mm, Unit Weight= 600gsm), including surface preparation, at the following:

b.1 Ground Floor

b.2 2nd Floor

b.3 3rd Floor

b.4 4th Floor

b.5 5th Floor

b.6 6th Floor

c. Retrofitting of suspended beams and girders by Carbon Fiber Reinforcement (thickness= 0.333mm, Unit Weight= 600gsm), including surface preparation, at the following:

c.1 2nd Floor

c.2 3rd Floor

c.3 4th Floor

c.4 5th Floor

c.5 6th Floor

c.6 Roof

c.7 Penthouse

3. Direct Works at SRA ANNEX Building

a. Dismantling and restoration upon completion of the ceilings and columns at the following:

a.1 Ground Floor

a.2 2nd Floor

a.3 3rd Floor

a.4 4th Floor

b. Structural retrofitting of affected columns by the application of Carbon Fiber Reinforcement (thickness= 0.333mm, Unit Weight= 600gsm), including surface preparation, at the following:

b.1 Ground Floor

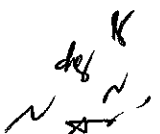
b.2 2nd Floor

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- b.3 3rd Floor
- b.4 4th Floor
- c. Retrofitting of suspended beams and girders by Carbon Fiber Reinforcement (thickness= 0.333mm, Unit Weight= 600gsm), including surface preparation, at the following:
 - c.1 2nd Floor
 - c.2 3rd Floor
 - c.3 4th Floor
 - c.4 Roof

PART 3 – GENERAL NOTES

1. All works shall be of first class workmanship while all materials to be installed shall be new and must conform to the specifications given in the drawings, bill of quantities and of the Technical Specifications.
2. Contractor shall submit the technical brochure of the intended material to be used which shall include the technical specifications, address and contact number of the supplier. Carbon Fiber Reinforced Polymer (CFRP) materials shall have the approval of the Consultant Structural Engineer prior to any use or installation work.
3. The Carbon Fiber Reinforced Polymer (CFRP) structural retrofitting works shall have a minimum of ten (10) years of warranty and must be authorized or certified by either of the Bureau of Public Standards, Underwriters Laboratory, European Conformity or ISO standards, whichever is available.
4. Prior to approval of the Carbon Fiber Reinforcement Polymer (CFRP), the Contractor shall also subject its material to a Tensile Test with minimum requirements and specifications as per plans and specifications to be witnessed by SRA representative(s) and the Consultant Structural Engineer in a DPWH- Bureau of Public Standards accredited laboratory.
5. All works on site shall be fully supervised by a licensed Civil Engineer with a minimum requirement of five (5) years professional experience and has previously supervised a minimum of three (3) projects involving structural retrofitting works. The said Engineer shall be stationed full-time on site.



6. For security purposes, the Contractor shall submit a list of workers who will render miscellaneous services to secure their working permit to the Building Maintenance Section. The Contractor agrees that their personnel may be subjected to on-the-spot inspection by the SRA security guards on duty whenever entering and or leaving the building premises. The Contractor shall provide their ID and proper uniform for easy identification.
7. The Contractor, through its authorized representative, shall attend the regular coordination meeting with the SRA representative(s) and the Consultant Structural Engineer for the status, updates and problems that may be encountered in the course of the works.
8. All construction works shall not disrupt any of the activities of the SRA or any of its tenants.
9. During the course of the work, the contractor shall exert due diligence to avoid damages to the properties of SRA. In the event of any such mishap, the Contractor shall restore the affected fixture/ equipment/ furniture to its original state or replace the whole unit depending on the extent of damage at no extra cost to SRA.
10. All Carbon Fiber Reinforcement Polymer (CFRP) completed installation works shall be subjected to a pull-out test at a Consultant's randomly selected two structural members (columns and girders) for each level and to be witnessed by SRA representative(s) and the Consultant Structural Engineer.
11. The Contractor shall submit for approval the five (5) sets of As-Built drawings, signed and sealed by the licensed Civil Engineer In-Charge of Construction.

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Other Notes:

General Notes:

- a) All salvage/waste materials and debris shall be properly removed and disposed off as directed by the owner.
- b) Workers must have complete personnel uniform/Identification card/protective equipment for the entire duration of the project.
- c) The contractor must provide the necessary barriers/ temporary enclosure/ warning sign for the job site.
- d) Proper housekeeping must always be strictly observed on the jobsite.
- e) Storage for the construction supplies and materials should be confined to specified area only designated by SRA.
- f) The contractor will be given temporary power for the supply of power tools, welding machine and lightings.
- g) Concrete pavement, waterproofing, column, floor wall and ceiling, including plants and land scape affected by the project must be restored to its original condition at the expense of the contractor.
- h) *Any damage of utilities/ properties caused by the project implementation shall be repaired/replaced at the expense of the contractor.*
- i) All materials shall be delivered at the jobsite in their original containers/packaging, with labels intact and seals unbroken.

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Section VII. Drawings

[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]

PLEASE REFER TO THE BIDDING DOCUMENTS ON FILE WITH THE BIDS AND AWARDS COMMITTEE (BAC) SECRETARIAT.

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Section VIII. Bill of Quantities

PROJECT

LOCATION

NORTH AVENUE,
DILIMAN, QUEZON
CITY

DATE

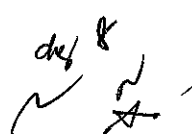
JANUARY
4, 2024

| ITEM | DESCRIPTION | QTY. | UNIT | UNIT COST | | TOTAL COST |
|---|--|--------|--------|-----------|--------------|------------|
| | | | | Materials | Labor & Cons | |
| MAIN BUILDING | | | | | | |
| I. | GENERAL REQUIREMENTS | | | | | |
| 1 | Permits & Licenses (Building, Mechanical, Electrical , Locational, Sanitary, Ocupancy etc.) | 1.00 | lot | | | |
| 2 | Bonds & Insurances (Performance, Surety, CARI, Warranty) | 1.00 | lot | | | |
| 3 | Mobilization and Demobilization | 1.00 | lot | | | |
| 4 | Tempfacil/ Field Office/ Warehouse | 1.00 | lot | | | |
| 6 | As-Built Drawings | 1.00 | lot | | | |
| TOTAL ITEM I. GENERAL REQUIREMENTS | | | | | | - |
| II. | DIRECT WORKS (MAIN BUILDING) | | | | | |
| A. | DISMANTLING , RESTORATION / RE-INSTALLATION WORKS | | | | | |
| 1.1 | Dismantling and Restoration of Column Granite | | | | | |
| | Ground Floor | 287.00 | sq. m. | | | |
| 1.2 | Dismantling of Glass Panel with Framing | | | | | |
| | Ground Floor | 112.00 | sq. m. | | | |
| | Second Floor | 26.00 | sq. m. | | | |
| | Third Floor | 33.00 | sq. m. | | | |
| | Fourth Floor | 33.00 | sq. m. | | | |
| | Fifth Floor | 70.00 | sq. m. | | | |
| | Sixth Floor | 33.00 | sq. m. | | | |
| | Penthouse | 12.00 | sq. m. | | | |
| 1.3 | Demolish and Restoration of CHB Wall Partition | | | | | |
| | Ground Floor | 99.00 | sq. m. | | | |
| | Second Floor | 26.00 | sq. m. | | | |
| | Third Floor | 26.00 | sq. m. | | | |
| | Fourth Floor | 26.00 | sq. m. | | | |
| | Fifth Floor | 7.00 | sq. m. | | | |

| | | | | | | |
|-----|---|--|--------|--------|--|--|
| | Sixth Floor | | 44.00 | sq. m. | | |
| | Penthouse | | 34.00 | sq. m. | | |
| 1.4 | Demolish and Restoration of CHB Walls with Tiles | | | | | |
| | Ground Floor | | 40.00 | sq. m. | | |
| | Second Floor | | 18.00 | sq. m. | | |
| | Third Floor | | 22.00 | sq. m. | | |
| | Fourth Floor | | 11.00 | sq. m. | | |
| | Fifth Floor | | 15.00 | sq. m. | | |
| 1.5 | Demolish and Restoration of Dry Walls | | | | | |
| | Ground Floor | | 37.00 | sq. m. | | |
| | Second Floor | | 44.00 | sq. m. | | |
| | Third Floor | | 51.00 | sq. m. | | |
| | Fourth Floor | | 33.00 | sq. m. | | |
| | Fifth Floor | | 33.00 | sq. m. | | |
| 1.6 | Demolish and Restoration of CHB Walls with Marbles | | | | | |
| | Penthouse | | 7.88 | sq. m. | | |
| 2 | Concealed Ceiling | | | | | |
| 2.1 | Dismantling and Restoration of Plywood Ceiling | | | | | |
| | Ground Floor | | 49.00 | sq. m. | | |
| | Second Floor | | 141.00 | sq. m. | | |
| 2.2 | Dismantling and Restoration of Acoustic Ceiling | | | | | |
| | Ground Floor | | 213.00 | sq. m. | | |
| | Second Floor | | 171.00 | sq. m. | | |
| | Sixth Floor | | 98.00 | sq. m. | | |
| | Penthouse | | 38.00 | sq. m. | | |
| 2.3 | Dismantling and Restoration of Hardiflex Ceiling | | | | | |
| | Ground Floor | | 87.00 | sq. m. | | |
| | Second Floor | | 87.00 | sq. m. | | |
| 2.4 | Dismantling and Restoration of Gypsum Board Ceiling | | | | | |
| | Ground Floor | | | | | |
| | Second Floor | | | | | |
| | Third Floor | | 298.00 | sq. m. | | |
| | Fourth Floor | | 242.00 | sq. m. | | |
| | Fifth Floor | | 229.00 | sq. m. | | |
| | Penthouse | | 46.00 | sq. m. | | |

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| B. | RETROFITTING OF COLUMNS | | | | | | |
| 1 | Surface Preparation | | | 713.00 | sq. m. | | |
| 2 | Application of Carbon Fiber Reinforcement (t=.333mm, Wt=600gsm) | | | | | | |
| 2.1 | Ground Floor (1 layer) | | | 256.00 | sq. m. | | |
| 2.2 | Ground Floor (2 layers) | | | 29.00 | sq. m. | | |
| 2.3 | Second Floor (1 layer) | | | 113.00 | sq. m. | | |
| 2.4 | Third Floor (1 layer) | | | 123.00 | sq. m. | | |
| 2.5 | Fourth Floor (1 layer) | | | 83.00 | sq. m. | | |
| 2.6 | Fifth Floor (1 layer) | | | 50.00 | sq. m. | | |
| 2.7 | Sixth Floor (1 layer) | | | 32.00 | sq. m. | | |
| | | | | | | | |
| C. | RETROFITTING OF BEAMS AND GIRDERS | | | | | | |
| 1 | Surface Preparation | | | 4,322.00 | sq. m. | | |
| 2 | Application of Carbon Fiber Reinforcement (t= 0.333mm, Wt = 600gsm) | | | | | | |
| 2.1 | Second Floor (1 layer) | | | 780.00 | sq. m. | | |
| 2.2 | Second Floor (2 layers) | | | 24.00 | sq. m. | | |
| 2.3 | Third Floor (1 layer) | | | 744.00 | sq. m. | | |
| 2.4 | Third Floor (2 layers) | | | 25.00 | sq. m. | | |
| 2.5 | Fourth Floor (1 layer) | | | 769.00 | sq. m. | | |
| 2.6 | Fourth Floor (2 layers) | | | 5.00 | sq. m. | | |
| 2.7 | Fifth Floor (1 layer) | | | 635.00 | sq. m. | | |
| 2.8 | Fifth Floor (2 layers) | | | 5.00 | sq. m. | | |
| 2.9 | Sixth Floor (1 layer) | | | 526.00 | sq. m. | | |
| 2.10 | Sixth Floor (2 layers) | | | 11.00 | sq. m. | | |
| 2.11 | Lower Roof / Penthouse Floor (1 layer) | | | 305.00 | sq. m. | | |
| 2.12 | Lower Roof / Penthouse Floor (2 layers) | | | 119.00 | sq. m. | | |
| 2.13 | Lower Roof / Penthouse Floor (3 layers) | | | 21.00 | sq. m. | | |
| 2.14 | Lower Roof / Penthouse Floor (4 layers) | | | 7.00 | sq. m. | | |
| 2.15 | Upper Roof / Penthouse Roof (1 layer) | | | 41.00 | sq. m. | | |
| | | | | | | | |
| | TOTAL ITEM II. DIRECT WORKS (MAIN BUILDING) | | | | | | |
| | | | | | | | |
| ITEM | DESCRIPTION | | QTY. | UNIT | UNIT COST | | TOTAL COST |
| | | | | | Materials | Labor & Cons | |
| | ANNEX BUILDING II | | | | | | |
| I. | GENERAL REQUIREMENTS | | | | | | |

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|---|--|--------|--------|--|--|--|
| 1 | Permits & Licenses (Building, Mechanical, Electrical , Locational, Sanitary, Ocupancy etc.) | 1.00 | lot | | | |
| 2 | Bonds & Insurances (Performance, Surety, CARI, Warranty) | 1.00 | lot | | | |
| 3 | Mobilization and Demobilization | 1.00 | lot | | | |
| 4 | Tempfacil/ Field Office/ Warehouse | 1.00 | lot | | | |
| 6 | As-Built Drawings | 1.00 | lot | | | |
| TOTAL ITEM I. GENERAL REQUIREMENTS | | | | | | |
| II. DIRECT WORKS (ANNEX BUILDING) | | | | | | |
| A. DISMANTLING , RESTORATION / RE-INSTALLATION WORKS | | | | | | |
| 1.1 | Dismantling and Restoration Glass Panel with Framing | | | | | |
| | Ground Floor | 145.00 | sq. m. | | | |
| | Second Floor | 13.00 | sq. m. | | | |
| | Third Floor | 73.00 | sq. m. | | | |
| | Fourth Floor | 51.00 | sq. m. | | | |
| 1.2 | Demolish and Restoration CHB Wall Partition | | | | | |
| | Ground Floor | 161.00 | sq. m. | | | |
| | Second Floor | 112.00 | sq. m. | | | |
| | Third Floor | 141.00 | sq. m. | | | |
| | Fourth Floor | 126.00 | sq. m. | | | |
| 1.3 | Demolish and Restoration CHB Wall Partion with Tiles | | | | | |
| | Ground Floor | 10.00 | sq. m. | | | |
| | Second Floor | 14.00 | sq. m. | | | |
| | Third Floor | 14.00 | sq. m. | | | |
| | Fourth Floor | 14.00 | sq. m. | | | |
| 1.4 | Demolish and Restoration of Dry Walls | | | | | |
| | Ground Floor | 13.00 | sq. m. | | | |
| | Second Floor | 32.00 | sq. m. | | | |
| | Third Floor | 110.00 | sq. m. | | | |
| | Fourth Floor | 150.00 | sq. m. | | | |
| 2 | Concealed Ceiling | | | | | |
| 2.1 | Demolish and Restoration Ceiling Gypsum Board | | | | | |
| | Ground Floor | 231.00 | sq.m | | | |
| | Second Floor | 257.00 | sq. m. | | | |
| | Third Floor | 231.00 | sq. m. | | | |
| | Fourth Floor | 223.00 | sq. m. | | | |

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| B. | RETROFITTING OF COLUMNS | | | | |
| 1 | Surface Preparation | 857.00 | sq. m. | | |
| 2 | Application of Carbon Fiber Reinforcement (t=.333mm, Wt=600gsm) | | | | |
| 2.1 | Ground Floor (1 layer) | 351.00 | sq. m. | | |
| 2.2 | Second Floor (1 layer) | 31.00 | sq. m. | | |
| 2.3 | Third Floor (1 layer) | 288.00 | sq. m. | | |
| 2.4 | Fourth Floor (1 layer) | 187.00 | sq. m. | | |
| | | | | | |
| C. | RETROFITTING OF BEAMS AND GIRDERS | | | | |
| 1 | Surface Preparation | 3,371.00 | sq. m. | | |
| 2 | Application of Carbon Fiber Reinforcement (t= 0.333mm, Wt = 600gsm) | | | | |
| 2.1 | Second Floor (1 layer) | 1,105.00 | sq. m. | | |
| 2.2 | Third Floor (1 layer) | 953.00 | sq. m. | | |
| 2.3 | Third Floor (2 layers) | 13.00 | sq. m. | | |
| 2.4 | Fourth Floor (1 layer) | 912.00 | sq. m. | | |
| 2.5 | Roof Beam(1 layer) | 375.00 | sq. m. | | |
| | | | | | |
| | TOTAL ITEM II. DIRECT WORKS (ANNEX BUILDING) | | | | - |
| | | | | | |
| | TOTAL (GEN. REQUIREMENTS & DIRECT COSTS) | | | | - |
| | INDIRECT COSTS (OVERHEAD, SUPERVISION, CONTINGENCIES), 12% | | | | - |
| | CONTRACTOR'S PROFIT (8%) | | | | - |
| | E-VAT (12%) | | | | - |
| | GRAND TOTAL (PROJECT COST) | | | | - |

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

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Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

- (k) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- (p) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (q) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- (r) Cash Flow by Quarter.