PHILIPPINE BIDDING DOCUMENTS

Rehabilitation of the PEZ Administration Office Building and Employees Dormitory Including Supply and Installation of Furniture) (PEZA HO 2022-03)

Sixth Edition
July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the "Works") through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv)the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.

b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;

b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;

c. The deadline for the submission and receipt of bids; and

d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

PHILIPPINE ECONOMIC ZONE AUTHORITY

Invitation to Bid for *the Rehabilitation of the PEZ Administration Office Building and Employees Dormitory Including Supply and Installation of Furniture (PEZA-HO-2022-03)*

1. The *Philippine Economic Zone Authority* through the *Corporate Budget for the CY 2022* intends to apply the sum of *₱5,263,182.95* being the Approved Budget for the Contract (ABC) to payments under the contract for *Invitation to Bid for the* ***Rehabilitation of the PEZ Administration Office Building and Employees Dormitory Including Supply and Installation of Furniture (PEZA-HO-2022-03)*** Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *Philippine Economic Zone Authority* now invites bids for the above Procurement Project. Completion of the Works is required *Ninety Calendar Days (90 Calendar Days)*. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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 Philippine Economic Zone Authority and inspect the Bidding Documents at the address given below from **8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City**

5. A complete set of Bidding Documents may be acquired by interested bidders on ***22 February 2022*** **from 8:00AM to 5:00PM** at **8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City** and website/s below *www.peza,gov.ph and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (P 10,000.00)* .The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

6. The Philippine Economic Zone Authority will hold a Pre-Bid Conference[1] on **02 March 2022 at 2:00PM** and/or through videoconferencing/webcasting via Microsoft Teams which shall be open to prospective bidders.

7. Hard copies and soft copies of bids (1 original, 1 copy and a soft copy in USB) must be duly received by the BAC Secretariat through manual submission at the office address

as indicated below on or before, on or before **2PM, 14 March 2022.** 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 **14 March 2022, 3PM** at the 8th Floor, DoubleDragon Center West Bldg., DD Meridian Park, Macapagal Avenue, Pasay City and/or through video conferencing via Microsoft Teams Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Activity	Schedule
Posting of Invitation to Bid	22 February 2022
Issuance and Availability of Bid Documents	22 February to 14 March 2022
Pre-Bid Conference	2PM, 02 March 2022
Deadline for Submission of bids	2PM, 14 March 2022
Opening of Bids	3PM, 14 March 2022

10. The *Philippine Economic Zone Authority* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

    Philippine Economic Zone Authority
    Bids and Awards Committee (BAC) Secretariat
    8th Floor, Double Dragon Center West Bldg., DD Meridian Park, Macapagal Avenue
    Pasay City
    Email: bacsec@peza.gov.ph
    Tel. No. 85513429/39; 8551-3451 local 200
    www.peza.gov.ph

12. You may visit the following websites:

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

22 February 2022

(Sgd.)
DDG TERESO O. PANGA
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Philippine Economic Zone Auhtority invites Bids for the **Rehabilitation of the PEZ Administration Office Building and Employees Dormitory Including Supply and Installation of Furniture**, with Project Identification Number **PEZA-HO-2022-03**.

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 Calendar Year 2022 in the amount of Five Million Two Hundred Sixty-three Thousand One Hundred Eighty-two Pesos and 95/100 Centavos (₱5,263,182.95).

2.2. The source of funding is:

a. GOCC and GFIs, the Corporate Operating Budget.

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. 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:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 8th Floor, Double Dragon Center West Building, DD Meridian Park, Macapagal Avenue, Pasay City 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:*

a. 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 for 120 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 copy of the first and second components of its Bid.

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

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy

of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

<table>
<tr><th>ITB Clause</th><th></th></tr>
<tr><td>5.2</td><td>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:
Rehabilitation of Office Building and Dormitory Including Supply and Installation of Furniture.</td></tr>
<tr><td>7.1</td><td>Subcontracting is not allowed</td></tr>
<tr><td>10.3</td><td>[Specify if another Contractor license or permit is required.]</td></tr>
<tr><td>10.4</td><td>The key personnel must meet the required minimum years of experience set below:
<table>
<tr><th>Key Personnel</th><th>General Experience</th><th>Relevant Experience</th></tr>
<tr><td>Project Manager</td><td>5 years</td><td>3 years</td></tr>
<tr><td>Safety Officer</td><td>5 years</td><td>3 years</td></tr>
<tr><td>Quality Controller</td><td>3 years</td><td>1 year</td></tr>
<tr><td>Quantity Surveyor/ Cost Analyst</td><td>3 years</td><td>2 years</td></tr>
<tr><td>Foreman</td><td>10 years</td><td>5 years</td></tr>
<tr><td>Draftsman</td><td>1 year</td><td>1 year</td></tr>
<tr><td>Skilled Worker</td><td>5 years</td><td>3 years</td></tr>
<tr><td>Helper</td><td>1 year</td><td>1 year</td></tr>
</table></td></tr>
<tr><td>10.5</td><td>The minimum major equipment requirements are the following:
<table>
<tr><th>Equipment</th><th>Capacity</th><th>Number of Units</th></tr>
<tr><td>Service Vehicle</td><td></td><td>1</td></tr>
<tr><td>Mini-dump truck</td><td></td><td>2</td></tr>
<tr><td>Concrete vibrator</td><td></td><td>1</td></tr>
<tr><td>Welding machine</td><td>500 Amps.</td><td>2</td></tr>
<tr><td>Gas cutting outfit</td><td></td><td>1</td></tr>
<tr><td>Generator Set</td><td>Sufficient for the usage</td><td>1</td></tr>
<tr><td>Mechanical Bar Bender & Cutter</td><td></td><td>1</td></tr>
<tr><td>Mortar Mixer</td><td></td><td>1</td></tr>
<tr><td>Air Compressor</td><td></td><td>2</td></tr>
<tr><td>Jackhammer</td><td></td><td>2</td></tr>
</table></td></tr>
<tr><td>12</td><td>[Insert Value Engineering clause if allowed.]</td></tr>
<tr><td>15.1</td><td>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 ₱105,263.66 if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</td></tr>
</table>

	The amount of not less than ₱263, 159.15 if bid security is in Surety Bond.
19.2	Partial bids are allowed, as follows: *[Insert grouping of lots by specifying the items and the quantity for every identified lot.]*
20	NBCP Permits, Environmental Compliance Certificate.
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and 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	*Not Applicable*
4.1	*[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]*
6	The site investigation reports are: Soil Investigation Report, Structural Investigation Report, & Lot Survey.
7.2	In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within (14) calendar 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 **five percent (5%) of the contract amount**.
13	The amount of the advance payment is not to exceed fifteen percent (15%) of the total contract price to be made in lump sum.
14	No further instructions.
15.1	The date by which operating and maintenance manuals are required is five (5) days upon completion. The date by which "as built" drawings are required is five (5) days upon completion.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is equivalent to One Percent (1%) of the contract price.

Section VI. Specifications

TERMS OF REFERENCE

For the REHABILITATION of
PEZ ADMINISTRATION OFFICE BUILDING and EMPLOYEES DORMITORY
Including the SUPPLY and INSTALLATION of FURNITURE

I. PROJECT DESCRIPTION

Project Name:	**Proposed Rehabilitation of PEZ Administration Office Building and Employees Dormitory, including the Supply and Installation of Furniture**
Location:	**Pampanga Economic Zone, Brgy. Pulung Cacutud, Angeles City, Pampanga**
Approved Budget for the Contract (ABC):	**₱5,263,182.95**
Total Floor Area:	**PEZ Office Building = 286.04 sq.m.** **Employees Dormitory = 74.72 sq.m.**
Project Duration:	**90 Calendar Days**

II. STATEMENT OF THE PURPOSE

This Terms of Reference (TOR) has been compiled by the Philippine Economic Zone Authority (PEZA) solely for use by a prospective Contractor in the rehabilitation the Pampanga Economic Zone (PEZ) Administration Office Building (Jazdale Building) and Employees Dormitory, including the supply and installation of furniture.

III. OBJECTIVE

PEZA is need to provide a new Administration Office Building and Employees Dormitory in PEZ to provide an adequate and more conducive working environment for the employees, and at the same time provide an opportunity for the attract foreign investors to locate within the premises.

The main purpose of this TOR is to assist the Contractor in submitting an offer to PEZA that will satisfy PEZA's requirements particularly the rehabilitation of the PEZ Administration Office Building and Employees Dormitory, including the supply and installation of furniture, at the most feasible, possible time and within the indicated budget. This document aims to:

1. To provide a background information regarding the preparation and submission of the proposed project to Contractor
2. To provide a background information regarding the proposed project which should be handled in the shortest possible time, at an acceptable quality and performance to the Contractor
3. To outline the "Work" of the Contractor that has to be performed under the terms of its contract.

IV. SCOPE OF SERVICES

The guidelines for the procurement and implementation of contracts for infrastructure projects shall be governed by The 2016 Revised Implementing Rules and Regulations of RA 9184 otherwise known as the “Government Procurement Reform Act”.

The following shall be included in the scope of services:

The project covers the rehabilitation of the two-storey PEZ Administration Office Building, with an approximate floor area of 286.04 sq.m. and Employees Dormitory with a total floor area of 74.72 sq.m.

1. With respect to the construction of the buildings and other structures, the design and specifications shall conform to the standards set by:
   a. National Building Code of the Philippines (NBCP)
   b. National Structural Code of the Philippines
   c. Philippine Green Building Code
   d. Accessibility Law
   e. Fire Code of the Philippines
   f. Philippine Mechanical, Electrical and Electronics Codes
2. Technical analysis on structural, mechanical, electrical, and sanitary engineering including actual test or site investigations shall be required.
3. A complete set of architectural, engineering drawings and structural plans in appropriate scales indicating all necessary details in order that the structures can be set out and constructed in accordance with guidelines and standards of the NBCP shall be furnished by the Contractor,
4. The Contractor shall be responsible to deliver the expected outputs within the bounds of the approved project design and construction schedule upon receipt of Notice to Proceed.
5. The Lowest Calculated Responsive Bidder shall enter into a contract with the procuring entity (PEZA).
6. The Contractor shall then proceed with the construction of the project under the terms and conditions set forth herein.
7. Upon Project Completion and Acceptance in accordance with the terms and conditions set forth herein, the Contractor shall turnover the completed project to the procuring entity for proper disposition.

1. General Requirements

1. The work covered under this contract consists of the furnishing all materials, labor, equipment, transportation, incidentals, facilities, and superintendence necessary to complete the project.
2. The Contractor is expected and required to attend the important phases of the bidding process of the said project. All concerns and questions shall be discussed on the Pre-Bid Phase.
3. The Contractor shall be responsible for carefully examining, comparing and verifying the data furnished by the plans and specifications, the Contractor shall submit the matter to PEZA or any authorized representative for the proper explanation or necessary correction, before any adjustment shall be made. Any adjustment by the Contractor without such determination shall be at his risk and expense.
4. Omitted or wrongly described details of work, which are manifestly necessary to carry out the true intent of the drawings and specifications, shall be performed as if fully and correctly set forth and described in the drawings and specifications.

5. All construction drawings to be submitted for the application of Building Permit, application of Certificate of Occupancy, and other necessary permits and clearances shall be covered by the contractor, if needed.
6. PEZA may, from time to time, make changes in the specifications and construction drawings. However, if the cost to the Contractor shall be materially increased by such change, the PEZA shall pay the Contractor for the reasonable cost in accordance with the changes.
7. The Contractor shall comply with the laws, City or Municipal Ordinances and all government specifications and regulations in so far as they are binding upon or affecting the portion the work hereto. The Contractor shall obtain all necessary licenses and permits and pay all taxes or fees, which may be encountered in connection with the prosecution of the work. They shall also be responsible for all damages to persons or property that may occur.
8. Unless otherwise specified, all materials shall be new and free from defects and imperfection. The quality of materials shall be of the best grade of their respective kinds for the purpose. The work shall be performed in the best and acceptable manner in strict accordance with the requirements of the plans and specifications. Preference will be given to articles or materials that are locally manufactured, conditions of quality and price being equal.
9. When called for by PEZA, the Contractor shall furnish, for approval, full information and satisfactory evidence as to the kind and quality of materials or articles to be incorporate in the work. The Contractor shall furnish, for PEZA's approval, all samples when so directed.
10. The work shall be in accordance with approved samples. Materials and articles installed or used without such approval shall be at the risk of subsequent rejection. Any failure on the part of the Contractor to conform use materials that are not specified herein shall be under subsequent rejection, unless subject for approval.
11. Any alteration or revision of material usage without approval from PEZA shall make the Contractor responsible and liable in terms of guarantee, workmanship and defects.
12. Workmanship shall be in accordance with the best standard practices and all operations required under any and all parts of the Specification shall be undertaken in a neat, workman-like manner. Only skilled personnel with sufficient experience in similar operations shall be allowed to undertake the same.
13. Any alteration or revision on the execution of drawings without approval from PEZA shall be under subsequent rejection and shall make the Contractor responsible and liable for any workmanship and execution defects.
14. Defective workmanship shall be remedied by the Contractor, at their expense. They shall not be entitled to any payment hereunder until defective workmanship has been remedied.
15. The Contractor shall provide and maintain adequate weather-tight facilities with water, light, and toilet facilities and shall keep such places clean. They shall remove all connections and appliances connected there with prior to the completion of the Contract and leave the premises perfectly clean.
16. The Contractor shall furnish all temporary water, lights and power and shall pay all expenses in connection therewith. Furthermore, the Contractor shall provide and pay for all water expenses for building purposes that are required by all trades.
17. The Contractor shall put up safety measures and continuously maintain adequate protection of all his work from damage and shall protect the property. They shall make good any such damage, injury or loss.

2. **Site Preparation**

1. The Contractor shall furnish equipment and perform labor required to complete demolition of the existing structures, removal of salvaged materials, and disposal of resulting trash, waste, and the like. See drawings for area coverage of work involved.
2. The Contractor shall visit the site of the work and examine the premises to fully understand all existing conditions relative to the work. No increase in cost or extension of performance time will be considered from failure to verify and know actual site conditions.
3. The Contractor shall fully utilize the existing building and all other rectification works shall be done according to the proposed design.
4. The Contractor shall secure and pay for all necessary permits needed for the work if necessary.
5. The Contractor shall protect adjacent properties, persons, shrubs, trees, lawns, structures, and utilities against harm or damage.
6. The Contractor shall process the reconnection to electrical and water utilities if necessary.
7. All salvageable material shall remain in the property unless disposal is instructed by PEZA.
8. All debris and other materials resulting from demolition work (if applicable) shall be immediately removed from the premises and dumped at sites provided by the Contractor.

Scope

A. Rehabilitation of the Two-Storey Building and Dormitory

The Contractor shall proceed to the construction using the detailed plans and specifications as basis which was submitted by the Contractor duly approved by PEZA and Angeles, Pampanga LGU-OBO. The following works shall be included, but not limited to:

A	**GENERAL REQUIREMENTS**
	Mobilization / Demobilization
	Occupational Safety and Health Program, PPEs, Billboards, Signages
	Provision for Temporary Facilities
	Permits and Clearances
	Processing for Electric Service Reconnection
B	**CIVIL WORKS**
	Excavation
	Demolition of CHB Walls
	Construction of Stairs with Railings
	Construction and Repair of CHB Walls
	Levelling of Floor Slab
	Replacement of Floor Finish in PEZ Admin Building - 60x60 Tiles
	Installation of Floor Finish - 60x60 Tiles in PEZ Admin Building
	Repair of Kitchen Counter in Dormitory
	Repair of Floor Finish in Dormitory
	Repair of Wall and Floor Finishes in Rest Rooms
	Construction of Double Wall Drywall Partitions
	Replacement / Installation of Ceiling
	Supply and Installation of PEZ Admin Building Main Door - Double Swing Glass Door with Aluminum Frame, with Complete Hardware and Accessories
	Supply and Installation of Glass Doors in PEZ Admin Building - Glass Door

with Aluminum Frame, with Complete Hardware and Accessories
Replacement of PVC Doors with Complete Hardware and Accessories
Supply and Installation of Sliding Windows in PEZ Admin Building (3.6W H x

2M H)
Carpentry Works
Overhead Kitchen Cabinet
Bedroom Closets
Hauling of Debris and other Materials

C PAINTING WORKS

Exterior
PEZ Admin Building
Employees Dormitory

Interior
PEZ Admin Building
Employees Dormitory

Painting of Carpentry Works

D ELECTRICAL WORKS

Replacement / Rectification / Relocation of Electrical System
Wires, Conduit, Junction Boxes
Convenience Outlets
Lighting Switches
Panel Boards and Circuit Breakers
Replacement / Installation of Lighing Fixtures
24" x 24" Troffer Fixture with Two LED Lights
Light Receptacle with 11 Watts LED Bulbs
Supply and Installation of Emergency Lights

E MECHANICAL WORKS

Supply and Installation of Air Conditioning Units
Floor Mounted 3 TR ACUs with Complete Accessories
Window Type 1 HP ACUs
Testing and Commissioning
Supply and Mounting of 10 lbs HCFC Fire Extinguishers

F ELECTRONIC WORKS

Supply and Installation of Smoke Detectors

G PLUMBING WORKS

Replacement of Plumbing Fixtures

In no circumstances shall the Contractor install / construct any features of the project which is not in conformity with the approved plans, specifications including quantities thereof.

All other construction works not mentioned in the proposed plans and / or the above works shall be deemed included and it is the responsibility of the contractor not to exceed their submitted project cost.

B. Supply and Installation of Office Furniture

1. The Contractor shall proceed to the supply and installation of furniture and other furnishings such as, but not limited to:

H	**FURNITURE AND FURNISHINGS**

Customized Stainless Steel PEZA Logo and Name
PEZA Logo
Pampanga Economic Zone

Reception Table with PEZA Logo
Three-Seater Gang Chairs
Sofa Set
3-Seater Sofa
2-Seater Sofa
Coffee Table

Staff Table (Office)
L-Shaped Office Table
Staff Chair
Visitors Chair
Shelves

Staff Table (Command Center)
L-Shaped Office Table
Staff Chair
Shelves
6-Seater Conference Table
Conference Chairs

Zone Administrator
Executive L-Shaped Office Table
Executive Chair
Visitor's Chair
Coffee Tables
2-Seater Sofa
4-Seater Conference Table Conference Chairs

15-Seater Conference Table 15-Seater Conference Table
Conference Chairs Sofa Set
3-Seater Sofa
2-Seater Sofa

Coffee Table

Custom Combi Roller Blinds

For 3.6 x 2 M Windows
For 3.6 x 1.2 M Windows
For 2.4 x 1.2 M Windows
For 1.2 x 1.2 M Windows

Dormitory Living / Dining Area

2-Seater Sofa
Coffee Table
4-Seater Dining Table
Dining Chairs

Bedroom

Single Size Double Deck Bed Wood Frame
4" Foam Mattress
Twin Bed Frame
4" Twin Bed Mattress
Study Table
Study Chair
Side Table

Hauling of Furniture

2. Upon submission of the bid documents, the Contractor shall submit the list of office furniture to be supplied and installed in accordance to their proposed plan. Upon acceptance and/or approval of the design, the Contractor may update the list of office furniture.
3. The Contractor shall also seek the approval of PEZA prior to purchasing office furniture, furnishings and other necessary equipment.
4. All other office furniture not mentioned in the proposed plans and / or the above works shall be deemed included and it is the responsibility of the Contractor not to exceed their submitted project cost. Any variations caused by the failure of the Contractor to consider during its conduct of the design, the cost incurred will be solely to the responsibility of the Contractor.

V. PROJECT COST ESTIMATES

The bidders shall submit the quantities and cost of the different types of works to be carried out in accordance with DPWH Department Order No. 197 series of 2016 dated 07 October 2016. In particular, the quantities and cost of each work item shall be calculated and a bill of quantities shall be prepared. The bidders shall draw up a unit price analysis for each of the main pay work items.

Construction Cost of the Project

Direct Cost

1. Materials

a. Cost of Materials to be used in doing the work item called for, which shall include the following
b. Cost of source, including processing, crushing, stockpiling, loading, local taxes, construction and/or maintenance of haul roads, etc.
c. Expenses for hauling to project site
d. Handling expenses
e. Storage expenses
f. Allowance for waste and/or losses, not to exceed 5% of materials requirement.

2. Labor
   a. Salaries and wages as authorized by the Department of Labor and Employment
   b. Fringe benefits, such as vacation and sick leaves, benefits under the Workmen's Compensation Act, GSIS and/or SSS contributions, allowances, 13th month pay, bonuses, etc.
3. Equipment
   a. Rental of equipment which shall be based on the prevailing "Associated Construction Equipment Lessors, Inc." For simplicity in computation, the operated rental rates are preferred over the bare rental rates as the former includes operator's wages, fringe benefits, fuel, oil, lubricants and equipment maintenance. The make, model and capacity of the equipment should be indicated in the detailed unit cost analysis.
   b. Mobilization and demobilization shall be treated as a separate pay item. It shall be computed based on the equipment requirements of the project stipulated in the proposal and contract booklet. Mobilization and demobilization shall not exceed 1% of the Estimated Direct Cost (EDC) of the civil works items.
4. Permits and Clearances
   a. Cost for Permits, Clearances and other Government Taxes (i.e. LGU Permits, Bureau of Fire Protection Clearance, etc.) shall be included in the cost under Program of Works (POW) and estimate / ABC.

Indirect Cost

1. Overhead Expenses - 7 - 11% of the EDC, which includes the following:
   a. Engineering and Administrative Supervision.
   b. Transportation allowances.
   c. Office Expenses, e.g., for office equipment and supplies, power and water consumption, communication and maintenance.
   d. Premium on Contractor's All Risk Insurance (CARI).
   e. Financing Cost.
      i. Premium on Bid Security
      ii. Premium on Performance Security
      iii. Premium on Surety for Advance Payment
      iv. Premium on Warranty Bond (one year)

2. Contingencies - ranges from 0.5 - 3% of the EDC. These include expenses for meetings, coordination with other stakeholders, billboards (excluding Project Billboard which is a pay item under the General Requirements), stages during ground breaking, inauguration ceremonies, and other unforeseen events.
3. Miscellaneous Expenses - ranges from 0.5 - 1% of the EDC. These include laboratory tests for quality control and plan preparation.
4. Contractor's Profit Margin - shall be 8% of the EDC for projects above Php 5 Million
5. VAT Component - shall be 5% of the sum of the EDC, OCM and Profit.

6. The following items shall not be subjected to OCM and Profit mark-up:
    a. Mobilization and demobilization
    b. Provision of Service Vehicle
    c. Permits and Clearances
7. The following non-civil works items shall not be subjected to OCM mark-up:
    a. Field Office and Living Quarters (Rental Basis)
    b. Furnishing of Furniture, Survey Equipment and Consumables
    c. Assistance to the Engineers
    d. Photographs
    e. Health and Safety
    f. Traffic Management
    g. Environmental Compliance
    h. Communication Equipment, etc.

Approved Budget for the Contract

The Contractor shall ensure that the required works do not exceed the Approved Budget for the Contract (ABC). The estimated ABC is **₱5,263,182.95** (inclusive of VAT). All other incidental works that might arise are deemed included and to the account of the Contractor. The project should be completed within **90 calendar days.**

VI. CONSTRUCTION CONSIDERATIONS

Permits and Clearances

The Contractor shall cover and all expenses necessary and incidental for the project and shall be able to secure the Building Permits, and the like. The Contractor shall, upon authorization of the Municipal Government, make representations with the government agencies concerned to expedite the release of the same. Obtain and pay the corresponding fees for all necessary approvals, permits, certificates and clearances, such as the following:

1. Building Permit and other Ancillary Permits
2. Fire Safety Evaluation Clearance
3. Fire Safety Inspection Certificate
4. Certificate of Occupancy
5. All other permits as may be required for the construction

Temporary Structures and Facilities

The Contractor shall provide and maintain the following:

1. Temporary office and/or quarters for the Contractor's project team personnel with water, light, telephone and toilet facilities.
2. Temporary bunkhouse/quarters for the Contractor's workforce complete with toilet and bath facilities.
3. Cost of power and water shall be shouldered by the Contractor
4. Safety and security for the project implementation shall be enforced by the Contractor and must be in conformity to the PEZ's safety, security, and house rules and regulation.

Mobilization and Construction Proper

The Contractor shall mobilize all the required project team personnel, equipment, tools and manpower with the required skills and insufficient number as may be necessary for his efficient undertaking of the project.

The Contractor shall prosecute all the works under the contract in strict accord with standard engineering methodology and procedures and shall be responsible for maintaining cleanliness and orderliness in the project area throughout the duration of the contract.

Staff Requirements

The Contractor shall provide adequate number of qualified professionals, support and administrative staffs to perform the services described herein. The key personnel to be assigned should possess the adequate experience in his/her field of specialization in the completion of this project.

Key Personnel	General Experience	Relevant Experience
Project Manager	5 years	3 years
Safety Officer	5 years	3 years
Quality Controller	3 years	1 year
Quantity Surveyor / Cost Analyst	3 years	2 years
Foreman	10 years	5 years
Draftsman	1 year	1 year
Skilled Worker	5 years	3 years
Helper	1 year	1 year

Schedule of Activities

The PEZ Administration Office Building is proposed to be completed in three (3) months, consisting of preconstruction, construction and finishing works respectively. The pre-construction phase will be done in one (1) month period to cover activities in preparing detailed engineering design and project mobilization.

The construction phase for civil, architectural, sanitary / plumbing, mechanical, electrical and electronics will be done two (2) months. Other necessary works including the supply and installation of office furniture and other electronics equipment shall be done in one (1) month.

SCOPE	MONTHS			
	1	2	3	Remarks
Mobilization				Utilize existing features of the building
Civil				Submit list of architectural finishes, doors and windows for approval
Plumbing / Sanitary				Submit list of plumbing fixtures for approval
Mechanical				Submit list of equipment for approval
Electrical				
Electronics				Submit list of equipment for approval
Furniture Installation				Submit list of furniture and furnishings for approval

VII. SUBMITTALS

Upon the award of contract / Notice of Award (NOA), the Contractor shall provide the Program of Works, Bill of Quantities, PERT-CPM and other documents necessary for PEZA's approval. The following minimum submittals and corresponding quantities shall be provided:

1. PERT-CPM
2. Program of Works
3. Bill of Quantities
4. Technical specifications / Material specifications
5. CAD Files

Building Permit Application

Upon PEZA's approval, the Contractor shall finalize plans, technical specifications and bill of materials shall be reproduced for their application of Building Permit, Fire Safety Evaluation Clearance (FSEC) and other ancillary permits and clearances, if required. The Contractor shall be responsible for the production and facilitation of the requirements for the above-mentioned permits.

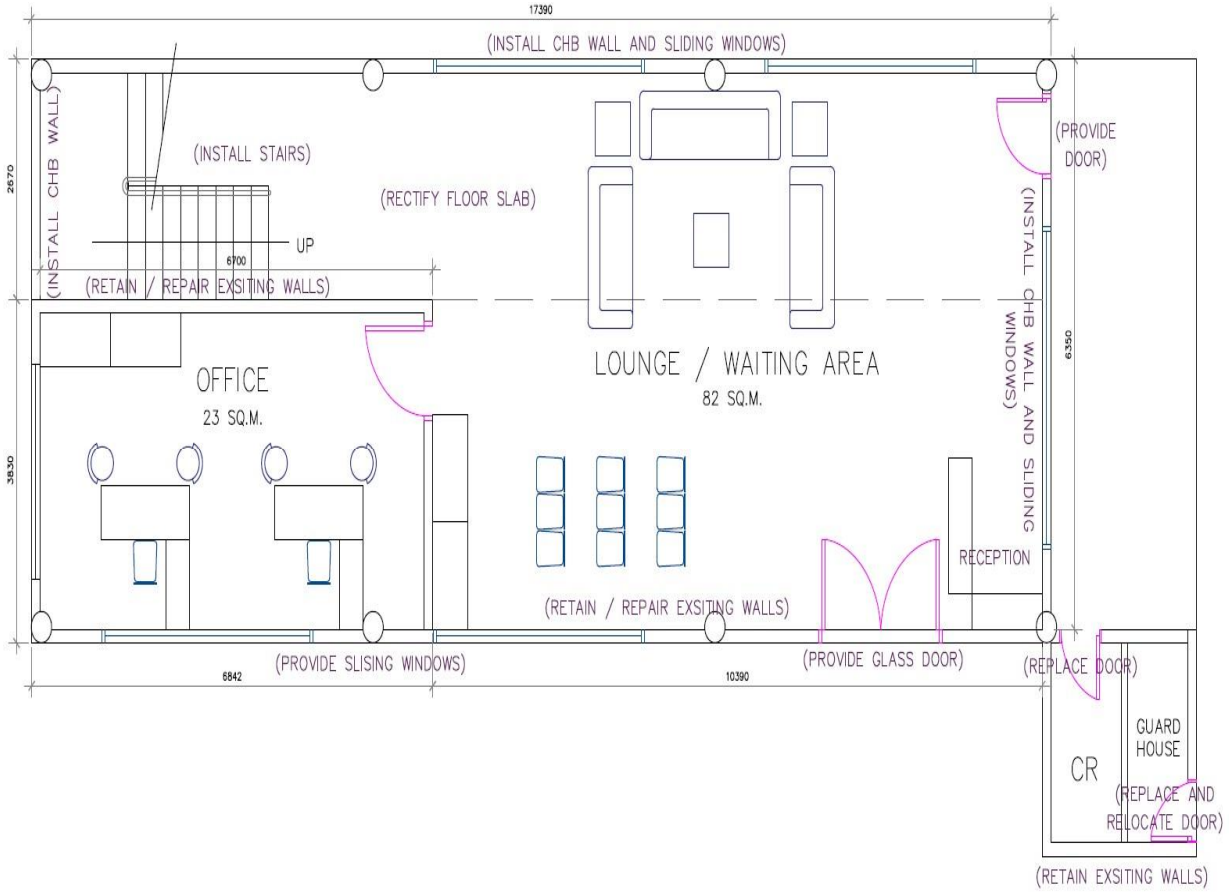
Certificate of Occupancy Application

Prior to PEZA's acceptance and prior to the request of final billing, the Contractor shall finalize as-built plans, Certificate of Completion, Fire Safety Evacuation plans and other required documents shall be produced for the application of Certificate of Occupancy and FSIC, if required. The Contractor shall be responsible for the production and facilitation of the requirements for the above-mentioned certificates.

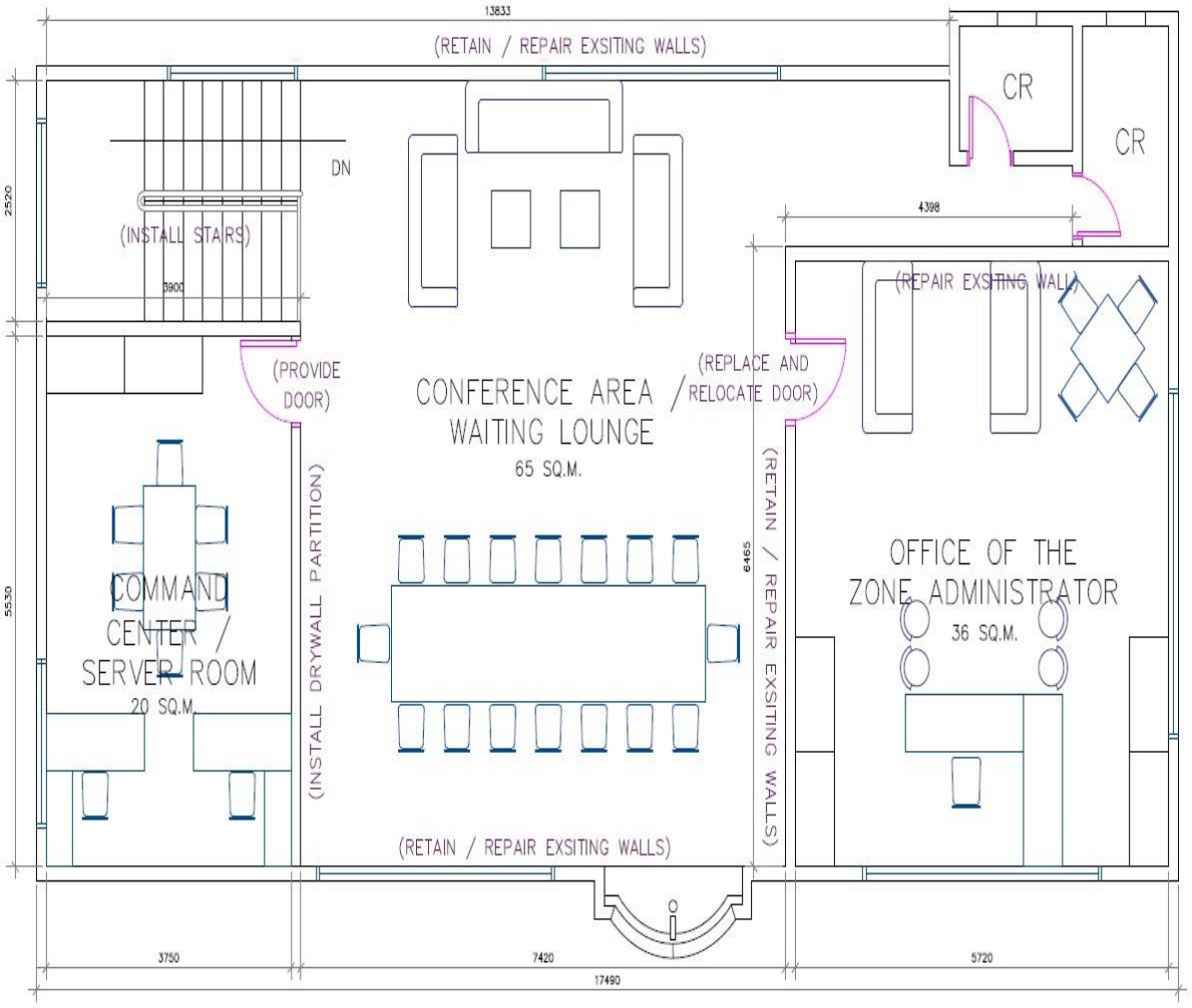
The Contractor shall prepare the copies of the required documents (hard copies, soft copies and CAD files) for the application of Certificate of Occupancy, FSIC and other ancillary permits and clearances. The Contractor shall also furnish a copy of the documents to PEZA.

Section VII. Drawings

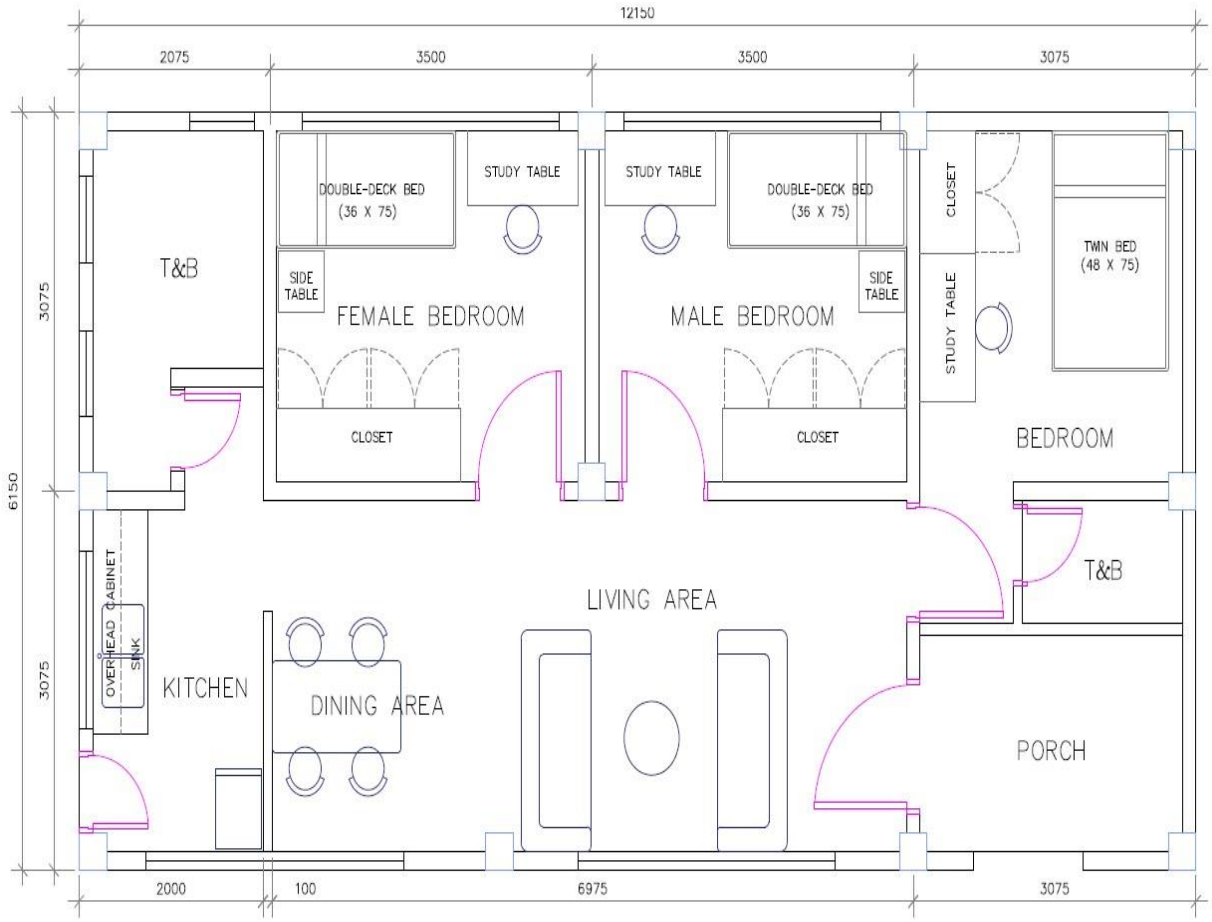
PROPOSED LAYOUT FOR PEZ ADMINISTRATION OFFICE BUILDING
(GROUND FLOOR)



PROPOSED LAYOUT FOR PEZ ADMINISTRATION OFFICE BUILDING
(SECOND FLOOR)



PROPOSED LAYOUT FOR EMPLOYEES DORMITORY



Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and

b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.

b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

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

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

PROGRAM OF WORKS

ITEM DESCRIPTION	QTY	UNIT	TOTAL COST
A GENERAL REQUIREMENTS			
Mobilization / Demobilization	1.00	lot	
Occupational Safety and Health Program, PPEs,Billboards, Signages	1.00	lot	
Provision for Temporary Facilities	1.00	lot	
Permits and Clearances	1.00	lot	
Processing for Electric Service Reconnection	1.00	lot	
B CIVIL WORKS			
Excavation	22.00	cu.m.	
Demolition of CHB Walls			
PEZ Admin Building	42.50	sq.m.	
Employees Dormitory	2.50	sq.m.	
Construction of Stairs with Railings	1.00	lot	
Construction and Repair of CHB Walls			
PEZ Admin Building	105.00	sq.m.	
Employees Dormitory	15.00	sq.m.	
Levelling of Floor Slab	12.75	cu.m.	

Replacement of Floor Finish in PEZ Admin Building - 60x60 Tiles	164.00	sq.m.		
Installation of Floor Finish - 60x60 Tiles in PEZ Admin Building	85.00	sq.m.		
Repair of Kitchen Counter in Dormitory	1.00	lot		
Repair of Floor Finish in Dormitory	1.00	lot		
Repair of Wall and Floor Finishes in Rest Rooms	1.00	lot		
Construction of Double Wall Drywall Partitions				
PEZ Admin Building	60.00	sq.m.		
Employees Dormitory	6.00	sq.m.		
Replacement / Installation of Ceiling				
PEZ Admin Building	252.00	sq.m.		
Employees Dormitory	70.00	sq.m.		
Supply and Installation of PEZ Admin Building Main Door - Double Swing Glass Door with Aluminum Frame, with Complete Hardwares and Accessories	1.00	unit		
Supply and Installation of Glass Doors in PEZ Admin Building - Glass Door with Aluminum Frame, with Complete Hardwares and Accessories	4.00	units		
Replacement of PVC Doors with Complete Hardwares and Accessories				
PEZ Admin Building	4.00	units		
Employees Dormitory	3.00	units		
Supply and Installation of Sliding Windows in PEZ Admin Building (3.6W H x 2M H)	5.00	units		
Carpentry Works				

	Overhead Kitchen Cabinet	1.00	unit	
	Bedroom Closets	1.00	lot	
	Hauling of Debris and other Materials	45.00	cu.m.	
C	**PAINTING WORKS**			
	Exterior			
	PEZ Admin Building	312.00	sq.m.	
	Employees Dormitory	108.00	sq.m.	
	Interior			
	PEZ Admin Building	515.40	sq.m.	
	Employees Dormitory	264.00	sq.m.	
	Painting of Carpentry Works	18.00	sq.m.	
D	**ELECTRICAL WORKS**			
	Replacement / Rectification / Relocation of Electrical System			
	Wires, Conduit, Junction Boxes	1.00	lot	
	Convenience Outlets	32.00	sets	
	Lighting Switches	32.00	sets	
	Panel Boards and Circuit Breakers	2.00	sets	
	Replacement / Installation of Lighing Fixtures			
	24" x 24" Troffer Fixture with Two LED Lights	45.00	sets	
	Light Receptacle with 11 Watts LED Bulbs	17.00	sets	
	Supply and Installation of Emergency Lights	14.00	units	

E	**MECHANICAL WORKS**			
	Supply and Installation of Air Conditioning Units			
	Floor Mounted 3 TR ACUs with Complete Accessories	7.00	sets	
	Window Type 1 HP ACUs	5.00	sets	
	Testing and Commissioning	1.00	lot	
	Supply and Mounting of 10 lbs HCFC Fire Extinguishers	10.00	sets	
F	**ELECTRONIC WORKS**			
	Supply and Installation of Smoke Detectors	17.00	units	
G	**PLUMBING WORKS**			
	Replacement of Plumbing Fixtures			
	Toilet / Water Closet	5.00	sets	
	Bidet	5.00	sets	
	Lavatory	5.00	unit	
	Faucet	14.00	pcs	
	Kitchen Sink	1.00	unit	
	Miscellaneous Repairs	1.00	lot	
H	**FURNITURE AND FURNISHINGS**			
	Customized Stainless Steel PEZA Logo and Name			
	PEZA Logo	2.00	units	
	Pampanga Economic Zone	2.00	units	
	Reception Table with PEZA Logo	1.00	unit	

Three-Seater Gang Chairs		3.00	unit	
Sofa Set				
	3-Seater Sofa	1.00	set	
	2-Seater Sofa	2.00	set	
	Coffee Table	3.00	pcs.	
Staff Table (Office)				
	L-Shaped Office Table	2.00	unit	
	Staff Chair	4.00	set	
	Visitors Chair	4.00	pcs	
Shelves		4.00	pcs	
Staff Table (Command Center)				
	L-Shaped Office Table	2.00	unit	
	Staff Chair	4.00	set	
Shelves		2.00	pcs	
6-Seater Conference Table		1.00	unit	
	Conference Chairs	4.00	pcs	
Zone Administrator				
	Executive L-Shaped Office Table	1.00	unit	
	Executive Chair	1.00	unit	
	Visitor's Chair	4.00	pcs	
	Coffee Tables	2.00	pcs	
	2-Seater Sofa	2.00	set	
	4-Seater Conference Table	1.00	unit	
	Conference Chairs	4.00	pcs	
15-Seater Conference Table				
	15-Seater Conference Table	1.00	unit	

Conference Chairs	15.00	pcs	
Sofa Set			
3-Seater Sofa	1.00	set	
2-Seater Sofa	2.00	set	
Coffee Table	2.00	pcs.	
Custom Combi Roller Blinds			
For 3.6 x 2 M Windows	5.00	units	
For 3.6 x 1.2 M Windows	4.00	units	
For 2.4 x 1.2 M Windows	2.00	units	
For 1.2 x 1.2 M Windows	2.00	units	
Dormitory Living / Dining Area			
2-Seater Sofa	2.00	set	
Coffee Table	1.00	pcs	
4-Seater Dining Table	1.00	unit	
Dining Chairs	4.00	pcs	
Bedroom			
Single Size Double Deck Bed Wood Frame	2.00	set	
4" Foam Mattress	4.00	pcs	
Twin Bed Frame	1.00	set	
4" Twin Bed Mattress	1.00	pcs	
Study Table	3.00	unit	
Study Chair	3.00	pcs	
Side Table	3.00	pcs	
Hauling of Furniture	1.00	lot	

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
and

☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and

☐ (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;
and

☐ (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**

☐ (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**

(j) Project Requirements, which shall include the following:

☐ a. Organizational chart for the contract to be bid;

☐ b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the

contract to be bid, with their complete qualification and experience data;

☐ c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**

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

Financial Documents

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

☐ (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

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

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 shee indicating the unit prices of construction materials, labor rates, and equipmen rentals used in coming up with the Bid; **and**

☐ (r) Cash Flow by Quarter.

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