BIDDING DOCUMENTS
FOR THE PRESIDENTIAL SITUATION
ROOM (PSR) RENOVATION AND
EXTENSION BUILDING PROJECT
### TABLE OF CONTENTS

**SECTION I:** INVITATION TO BID  
**SECTION I-A:** CHECKLIST OF ELIGIBILITY AND TECHNICAL DOCUMENTS FOR SUBMISSION  
**SECTION II:** INSTRUCTIONS TO BIDDERS  
**SECTION III:** BID DATA SHEET  
**SECTION IV:** SCHEDULE OF REQUIREMENTS  
**SECTION V:** GENERAL CONDITIONS OF CONTRACT  
**SECTION VI:** TECHNICAL SPECIFICATIONS  
**SECTION VII:** DRAWINGS  
**SECTION VIII:** BILL OF QUANTITIES  
**SECTION IX:** BIDDING FORMS
INVITATION TO BID
PSR Renovation and Extension Building
ITB NO.: NSC2020-001

1. The National Security Council (NSC), through its Bids and Awards committee (BAC) intends to apply the sum of Pesos: THIRTY MILLION PESOS AND 0/100 (PhP30,000,000.00), being the Approved Budget for the Contract (ABC) for payment under the contract for the PSR Renovation and Extension Building.

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>ABC (VAT Inclusive)</th>
<th>Funding Source</th>
<th>Forms of Bid Security</th>
<th>Cost of Bidding Documents (Cash Payments only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PSR Renovation and Extension Building</td>
<td>1 lot</td>
<td>PhP30,000,000.00</td>
<td>General Appropriations Act (GAA)</td>
<td>• Bid Securing Declaration&lt;br&gt;• Cash or Cashier’s/Manager’s Check (equivalent to at least 2% of the ABC)&lt;br&gt;• Bank Guarantee/Bank Draft or Irrevocable LC (equivalent to at least 2% of the ABC)&lt;br&gt;• Surety bond callable upon demand equivalent to at least 5% of the ABC</td>
<td>PhP25,000.00</td>
</tr>
</tbody>
</table>

2. Bids received in excess of the ABC shall automatically be rejected at bid opening.

3. The NSC now invites Contractors with valid and current Philippine Contractors Accreditation Board (PCAB) License with Classification/Category in General Building/General Engineering with Minimum License Category of “B” and Size Range Minimum “Medium A”, to bid for the renovation of PSR Extension Building. The PCAB license must indicate “PCAB” registered contractor for Government Projects.

4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

5. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.

6. The Bidders should have completed, at least one (1) Single Largest Completed Contract similar to the Project amounting to at least fifty percent (50%) of the total contract price of the project. For purposes of this project, “similar contracts” shall refer to contracts involving the expansion and renovation of the building.

7. The renovation and expansion should be completed within One Hundred Eighty (180) calendar days after receipt of the Notice To Proceed.

8. The Invitation to Bid and bidding documents may be obtained from the NSC-BAC Secretariat and may be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and NSC website at www.nsc.gov.ph.
9. The Procuring Entity will hold a pre-bid conference for this project on **04 September 2020 / Wednesday /10:00am** at No. 5 V. Luna Road corner East Avenue, Brgy. Pinyahan, Quezon City. Only one (1) representative from the bidder shall be allowed to attend the pre-bid conference. Bidder may add one (1) staff to join Virtual Tele-Conferencing (VTC) during the Pre-bid conference. One slot is provided per bidder. The bidder must submit on **03 September 2020** the official email address of the staff who will join the VTC.

10. **The schedule of bidding activities shall be as follows:**

<table>
<thead>
<tr>
<th>ACTIVITIES</th>
<th>SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement/Posting to PhilGEPS Website</td>
<td>August 27, 2020 (Thursday)</td>
</tr>
<tr>
<td>Pre-Bid Conference</td>
<td>September 04, 2020 / Friday 10:00AM</td>
</tr>
<tr>
<td>Deadline of Submission of Bids and Bid Opening</td>
<td>September 16, 2020 / Wednesday 10:00AM</td>
</tr>
<tr>
<td>Bids Evaluation (7 days)</td>
<td>September 17-23, 2020</td>
</tr>
<tr>
<td>Post-Qualification (2 days)</td>
<td>September 24-25, 2020</td>
</tr>
<tr>
<td>Approval of Resolution / issuance of Notice of Award</td>
<td>September 28, 2020</td>
</tr>
<tr>
<td>Issuance of Notice to Proceed</td>
<td>September 30, 2020/ Wednesday</td>
</tr>
</tbody>
</table>

11. The Invitation to Bid, Terms of Reference and Instructions to Bidders may be downloaded free of charge from the website of the PhilGEPS and the NSC websites.

12. The complete set of Bid Documents to include, blueprint plans, specifications, Bid Breakdown Forms shall be purchased by interested bidders during office hours (8:00am-4:00pm) starting on 27 August until 16 September 2020 upon payment of a non-refundable fee of P25,000.00. The Bidding Documents shall be received personally by the prospective bidder or his duly authorized representative upon presentation of proper identification document and authorization.

13. Bids in hard copies and scanned format must be submitted to the NSC-BAC Secretariat at #5 V. Luna Road corner East Avenue, Diliman, Quezon City.

14. Interested bidders may obtain further information from NSC-BAC Secretariat at telephone numbers 8927-4245 loc 1506 or 0939-7714664 (c/o Ms. Elvira Pareja).

15. The National Security Council reserves the right to accept or reject any bids, or declare a failure of bidding to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders and in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations.

FILONILA D. BALITAAN  
Chairman, Bids and Awards Committee  
National Security Council
SECTION 1-A: CHECKLIST OF ELIGIBILITY AND TECHNICAL DOCUMENTS FOR SUBMISSION

FIRST ENVELOPE

Class “A” Documents:
Legal Documents:

☐ Valid and current Certificate of PhilGEPS Registration (Platinum Membership)
☐ Registration Certificate from SEC/DTI/CDA:
  Securities and Exchange Commission (SEC) – for partnerships/corporations;
  Department of Trade and Industry (DTI) – for sole proprietorship;
  Cooperative Development Authority (CDA) – for cooperatives.

☐ Valid and Current Mayor’s Permit
☐ Tax Clearance per Executive Order No. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR)
☐ Audited Financial Statement stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year

Technical Documents:

☐ Statement of all Ongoing Private and Government 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.

☐ Statement of Single Largest Completed Contract (SLCC), which is similar in nature, within three (3) Years prior to the Pre-Bid Conference with the following attachment:
  ☐ Photocopy of Single Largest Completed Contract or Purchase Order (at least 50% of the ABC)
  ☐ Certificate of Completion or Acceptance from the Bidder’s client or Official Receipt

☐ Net Financial Contracting Capacity (NFCC) computation or committed Line of Credit from a universal or commercial bank

☐ Bid Security in any of the following forms:
  - Cash or cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank (2% of the ABC); or
  - Surety bond (5% of the ABC) with a Certificate from the Insurance Commission; or
  - Bid Securing Declaration

☐ Conformity with Section IV. Schedule of Requirements
☐ Conformity with Section VI. Technical Specifications
☐ Project Requirements
☐ Omnibus Sworn Statement

Class “B” Document:

☐ JVA, if applicable

SECOND ENVELOPE: Financial Component

☐ Financial Bid Form
☐ Bill of Quantities/Bid Price Schedule
# TABLE OF CONTENTS

## A. GENERAL

1. Scope of Bid ............................................................................................................... 7
2. Scope of Work ........................................................................................................... 7
3. Source of Funds ......................................................................................................... 7
4. Corrupt, Fraudulent, Collusive, and Coercive Practices ........................................ 7
5. Conflict of Interest .................................................................................................... 8
6. Eligibility Criteria of Bidders ...................................................................................... 9
7. Bidder’s Responsibilities .......................................................................................... 10
8. Subcontracts ............................................................................................................. 11

## B. CONTENTS OF BIDDING DOCUMENTS

9. Pre-Bid Conference .................................................................................................. 12
10. Clarification and Amendment of Bidding Documents ............................................. 12

## C. PREPARATION OF BIDS

11. Language of Bid ...................................................................................................... 13
12. Documents Comprising the Bid: Eligibility and Technical Components .............. 12
13. Documents Comprising the Bid: Financial Component ......................................... 15
14. Bid Prices .................................................................................................................. 15
15. Bid Validity ................................................................................................................ 16
16. Bid Security .............................................................................................................. 16
17. Format and Signing of Bids ....................................................................................... 17
18. Sealing and Marking of Bids ..................................................................................... 17

## D. SUBMISSION AND OPENING OF BIDS

19. Deadline for Submission of Bids ............................................................................ 18
20. Late Bids ................................................................................................................... 18
21. Basis of Awards ....................................................................................................... 18
22. Modification and withdrawal of Bids ...................................................................... 18
23. Opening and Preliminary Examination of Bids ......................................................... 18

## E. EVALUATION AND COMPARISON OF BIDS

24. Process to be confidential ....................................................................................... 19
25. Clarification of Bids .................................................................................................. 19
26. Post-Qualification ..................................................................................................... 20
27. Reservation Clause .................................................................................................. 20

## F. AWARD OF CONTRACT

28. Contract Award ....................................................................................................... 21
29. Performance Security .............................................................................................. 21
30. Notice to Proceed ..................................................................................................... 22
SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID
   1.1 The National Security Council (NSC) named in the Bid Data Sheet (BDS) invites bids for the renovation and construction of the extension building of the Presidential Situation Room (PSR) as described in Section VI: Technical Specifications.
   1.2 The name, identification, and number of lots specific to this bidding are provided in the BDS.
   1.3 Bids in hard copies and scanned format must be submitted to the NSC-BAC Secretariat at #5 V. Luna Road corner East Avenue, Diliman, Quezon City.
   1.4 Letters of regret must be submitted to the NSC-BAC Secretariat at #5 V. Luna Road corner East Avenue, Diliman, Quezon City.

2. SCOPE OF WORK
   Bidders shall comply with the Scope of Work as stated in the BDS and in the Terms of Reference (TOR).

3. SOURCE OF FUNDS
   The National Security Council has a budget from the funding source named in the BDS, and with the amount as indicated in the BDS. It intends to apply the funds received for the Project, as defined in the BDS, to cover eligible payments under the contract.

4. CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES
   4.1 Unless otherwise specified in the BDS, the National Security Council as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the National Security Council:
   (a) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or include others to do so, by misusing the position in which they are placed, and includes of offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
   (b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of theProcuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
   (c) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without knowledge of the National Security Council, designed to establish bid prices at artificial, non-competitive levels.
   (d) “coercive practices” means haring or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
4.2 Further, the National Security Council will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices;

4.3 Furthermore, the National Security Council reserves the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves.

5. CONFLICT OF INTEREST

5.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:

(a) A Bidder has controlling shareholders in common with another Bidder;
(b) A Bidder received or has received any direct or indirect subsidy from any other Bidder;
(c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
(d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence the decisions of the National Security Council regarding this bidding process. This will include a form or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any on the same project.
(e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
(f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

5.2 In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a Sworn Affidavit of the Bidder that it is not related to the Head of the National Security Council, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

(a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
(b) If the Bidder is a partnership, to all its officers and members;
(c) If the Bidder is a Corporation, to all its officers, directors, and controlling stockholders; and
(d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.
6. ELIGIBILITY CRITERIA OF BIDDERS

6.1 Unless otherwise provided in the BDS, the following persons shall be eligible to participate in this bidding:

(a) Duly licensed Filipino citizens/sole proprietorships;
(b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
(c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
(d) Cooperatives duly organized under the laws of the Philippines; and
(e) Persons/entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).

6.2 Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

6.3 (a) 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 Approved Budget for the Contract (ABC) adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index. However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.

(b) 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 BDS.

For this purpose, contracts similar to the Project shall be those described in the BDS.

6.4 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

\[ \text{NFCC} = [(\text{Current assets minus current liabilities}) \times 15] - \text{value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.} \]

The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders’ NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or
commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

7. BIDDER’S RESPONSIBILITIES

7.1 The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX: Bidding Forms as required in ITB Clause 12.1.

7.2 The Bidder is responsible for the following:

(a) Having taken steps to carefully examine all of the Bidding Documents;
(b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
(c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
(d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under ITB Clause 25.
(e) Ensuring that it is not “blacklisted” or barred from bidding by the Government of the Philippines (GoP) or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
(f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
(g) Authorizing the Head of the Procuring Entity (HOPE) or its duly authorized representative/s to verify all the documents submitted;
(h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
(i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
(j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
   (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.
   In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

(ii) Comply with occupational safety and health standards and to correct deficiencies, if any.
   In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

(iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing
national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment’s premises; and

(k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity;

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

7.3 The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

7.4 It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (d) 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 (e) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.

7.5 The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.

7.6 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7.7 The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

8. SUBCONTRACT

8.1 Unless otherwise specified in the BDS, the Bidder may subcontract portions of the Works to an extent as may be approved by the NSC and stated in the BDS. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.

8.2 Subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the NSC to be ineligible, the subcontracting of such portion of the Works shall be disallowed.
8.3 The Bidder should identify the subcontractor to whom a portion of the Works will be subcontracted at any stage of the bidding process. The Bidder shall include the required documents as part of the technical component of its bid.

B. CONTENTS OF BIDDING DOCUMENTS

9. PRE-BID CONFERENCE

9.1. (a) If so specified in the BDS, a pre-bid conference shall be held at the venue and simultaneously through video tele-conferencing (VTC) on the date indicated therein, to clarify and address the Bidders’ questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the BDS.

9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the NSC’s requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental /Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

9.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS

10.1 Prospective bidders may request for clarification(s) on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10.2 The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.

10.3 Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.

10.4 Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of
all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 22.

C. PREPARATION OF BIDS

11. LANGUAGE OF BID

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder’s country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. DOCUMENTS COMPRISING THE BID: ELIGIBILITY AND TECHNICAL COMPONENTS

12.1 Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents:

ELIGIBILITY DOCUMENTS –
CLASS “A” Documents:

Legal Documents-
(i) Valid and current Certificate of PhilGEPS Registration (Platinum Membership)
 *Note: Bidder must ensure that all Class “A” Eligibility Documents are valid and current at the time of submission of Certificate of PhilGEPS Registration (Platinum Membership). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents including the Audited Financial Statements for 2020 and 2019 (stamped received by the BIR or its duly authorized/accredited institutions) together with the Platinum Membership.

-or-

(ii) Registration certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives.

(iii) Valid and current Business/Mayor’s 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; In case of recently expired Mayor’s/Business permits, said permit shall be submitted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement.
(iv) Valid and current Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by BIR, issued by the Accounts Receivable Monitoring Division of BIR.

(v) Audited Financial Statement stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.

Technical Documents –

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

The two statements required shall indicate for each contract the following:

(vi.1) Name of the contract;
(vi.2) Date of the contract;
(vi.3) Contract duration;
(vi.4) Owner’s name and address;
(vi.5) Nature of work;
(vi.6) Contractor’s role (whether sole contractor, subcontractor, or partner in a JV and percentage of participation);
(vi.7) Total contract value at award;
(vi.8) Date of completion or estimated completion time;
(vi.9) Total contract value at completion, if applicable;
(vi.10) Percentages of planned and actual accomplishments, if applicable; and
(vi.11) Value of outstanding works, if applicable.

(vii) The statement of the Bidder’s Single Largest Completed Contract (SLCC) shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner’s Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted;

(viii) Unless otherwise provided in the BDS, a valid special Philippine Contractor’s Accreditation Board (PCAB) License in case of joint ventures, and registration for the type and cost of the contract for this Project; and

(ix) Net Financial Contracting Capacity (NFCC) computation in accordance with ITB Clause 6.4.

In addition to the above eligibility documents (Class “A”) listed in the 12.1, the following documents must also be included in the envelope 1:

a. List of clients with address, contact persons and updated telephone numbers;
b. General Information Sheet for CY 2019 or 2020 (Original or Certified True Copy by the SEC);
c. VAT Registration & TIN Taxpayer (Original or Certified True Copy by the BIR);
d. Company Profile

(x) Bid security in accordance with ITB Clause 16. If the Bidder opts to submit the bid security in the form of:

(i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
(ii.2) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instruments.

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

(ii.1) Organizational chart for the contract to be bid;
(ii.2) List of contractor’s 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. These personnel must meet the required minimum years of experience set in the BDS; and

(ii.3) 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, which must meet the minimum requirements for the contract set in the BDS; and

(xii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section IX: Bidding Forms.

Class “B” Documents

(ix) If applicable, Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized.

13. DOCUMENTS COMPRISING THE BID: FINANCIAL COMPONENT

13.1 Unless otherwise stated in the BDS, the financial component of the bid shall contain the following:

(a) Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with ITB Clauses 14; and

(b) Any other document related to the financial component of the bid as stated in the BDS.

(i) Unless otherwise stated in the BDS, all Bids that exceed the ABC shall not be accepted.

(ii) Unless otherwise indicated in the BDS, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

(iii) Bid Documents are obtainable on a freely accessible website. Drawings and Plans are available after payment of a fee described in the Invitation to Bid.

14. BID PRICES

The contract shall be for the whole Works, as described in ITB Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.

APPROVED BUDGET FOR THE CONTRACT (ABC):
PSR Renovation and Extension Building Project – PhP30,000,000.00 (VAT inclusive)

Prescribed Form:

a. Use Bid Proposal Form
b. Complete the required data on all portions of the Proposal Form.
c. Refer to specific Terms of Reference (TOR) for Specifications,
d. Scope of Work and Conditions.
e. Refer to attached pro-forma contract for other Terms and Conditions.
f. Location/Delivery Reference Point is at:
   Presidential Situation Room (PSR)
   PSG Compound, Malacanang Park, Manila

Price Offers:

a. Government Taxes, duties, fees and charges.
b. Bid rate shall be written in words as well as in figures. In case of discretionary between the words and figures, the price in words shall prevail. In case of discrepancy in the unit rate and extension thereof, the UNIT RATE governs.

c. Bid prices shall be fixed and quoted in Philippine Peso.

d. Payment shall be made in Philippine Peso

15. BID VALIDITY

Bids shall remain valid for the period specified in the BDS which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

16. BID SECURITY

16.1 The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the BDS, which shall not be less than the percentage of the ABC in accordance with the following schedule;

<table>
<thead>
<tr>
<th>Form of Bid Security</th>
<th>Amount of Bid Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Cash, Cashier’s/Manager’s Check/Bank Draft/guarantee Confirmed by a Universal or Commercial Bank</td>
<td>Two percent (2%)</td>
</tr>
<tr>
<td>b) Irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank</td>
<td>Two percent (2%)</td>
</tr>
<tr>
<td>c) Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security</td>
<td>Five percent (5%)</td>
</tr>
<tr>
<td>e) Bid Securing Declaration</td>
<td>No Percentage required</td>
</tr>
</tbody>
</table>

For items a, b, and c, Bid Securities should be CALLABLE ON DEMAND.

16.2 The bid security should be valid for the period specified in the BDS. Any bid not accompanied by an acceptable bid security shall be rejected by the NSC as non-responsive.

16.3 No bid securities shall be returned to the bidders after the opening of bids, except to those that failed to comply with any of the requirements submitted in the first bid envelope, as provided in RA 9184. Other than this exception, bid securities shall be returned only after the lowest calculated and responsive bidder/highest rated bidder has signed the contract and furnished the performance security.

16.4 Grounds for Forfeiture of Bid Security.

16.4(i) Withdrawal of Bid Offer within the period of bid validity.

16.4(ii) If the successful bidder fails within the specified time to:

a) Sign the contract
b) Proceed with its obligation in the Contract

c) Submit the required securities and insurances; and

d) Provide the item that complies with specifications within the period stated in the Contract.
17. FORMAT AND SIGNING OF BIDS

17.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IX: Bidding Forms on or before the deadline specified in the ITB Clause 19 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.

17.2 Forms as mentioned in ITB Clause 17.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

17.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in ITB Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

17.4 Each and every page of the Bid Form, including the Bill of Quantities, under Section VI hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

17.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

18. SEALING AND MARKING OF BIDS

18.1 Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12, in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT,” and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT,” sealing them all in an outer envelope marked “ORIGINAL BID.” Digital copies in PDF format stored in USB drive shall be included in the sealed envelopes.

18.2 Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ – TECHNICAL COMPONENT” and “COPY NO. ___ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___,” respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

18.3 The original and the number of copies of the bid as indicated in the BDS shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s. All envelopes shall:
(a) contain the name of the contract to be bid in capital letters;
(b) bear the name and address of the Bidder in capital letters;
(c) be addressed to the Procuring Entity’s BAC in accordance with ITB Clause 17;
(d) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and
(e) bear a warning “DO NOT OPEN BEFORE…” the date and time for the opening of bids, in accordance with ITB Clause 23.1.

18.4 Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative
shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. SUBMISSION AND OPENING OF BIDS

19. DEADLINE FOR SUBMISSION AND RECEIPT OF BIDS

Bids must be submitted on or before the date indicated in the BDS to the NSC-BAC Secretariat at #5 V. Luna Road corner East Avenue, Diliman, Quezon City.

Note: NSC Time (Wall clock at the new reception area) is the Official Time

20. LATE BIDS

Any bid submitted after the deadline for submission and receipt of bid prescribed by the NSC, pursuant to ITB Clause 19, shall be declared “Late” and shall not be accepted by the NSC.

21. BASIS OF AWARD:

Lowest Calculated and Responsive Bid

22. MODIFICATION AND WITHDRAWAL OF BIDS

22.1 The Bidder may modify its bid after it has been submitted; provided that the modification is received by the NSC prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

22.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the NSC prior to the deadline prescribed for submission and receipt of bids.

22.3 Bids requested to be withdrawn in accordance with ITB Clause 22.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

22.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the dead line for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

23. OPENING AND PRELIMINARY EXAMINATION OF BIDS

23.1 The BAC shall open the first bid envelopes of Bidders in public as specified in the BDS to determine each Bidder’s compliance with the documents prescribed in ITB Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary “pass/fail” criterion. If a bidder submits the required document, it shall be
rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

23.2 Unless otherwise specified in the BDS, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated “passed”. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC, the BAC shall rate the bid concerned as “failed”.

Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.

23.3 Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder’s representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.

23.4 The NSC shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

E. EVALUATION AND COMPARISON OF BIDS

24. PROCESS TO BE CONFIDENTIAL

24.1 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 25.

24.2 Any effort by a Bidder to influence the Procuring Entity in the Procuring Entity’s decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder’s bid.

25. CLARIFICATION OF BIDS

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.
26. POST-QUALIFICATION

26.1 The NSC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in ITB Clauses 12, 13, and 14.

26.2 Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:
   (a) Latest income and business tax returns in the form specified in the BDS;
   (b) Certificate of PhilGEPS Registration or PhilGEPS Registration Number if the procuring entity is a Philippine foreign office or post, provided that participating bidders should register with the PhilGEPS prior to bid opening; and
   (c) Other appropriate licenses and permits required by law and stated in the BDS.

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

26.3 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted pursuant to ITB Clauses 12, 13 and 14, as well as other information as the NSC deems necessary and appropriate, using a non-discretionary “pass/fail” criterion.

26.4 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the NSC the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

26.5 A negative determination shall result in rejection of the Bidder’s Bid, in which event the NSC shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.

27. RESERVATION CLAUSE

27.1 Based on the following grounds, the NSC reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
   a) If there is prima facie evidence of collusion between appropriate public officers or employees of the NSC, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
   b) If the NSC’s BAC is found to have failed in following the prescribed bidding procedures; or
   c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
(i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the NSC;

(ii) If the project is no longer necessary as determined by the head of the NSC; and

(iii) If the source of funds for the project has been withheld or reduced through no fault of the NSC.

27.2 In addition, the NSC may likewise declare a failure of bidding when:

(a) No bids are received;

(b) All prospective bidders are declared ineligible;

(c) All bids fail to comply with all the bid requirements or fail post-qualification; or

(d) The bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

**F. AWARD OF CONTRACT**

28. CONTRACT AWARD

28.1 Subject to ITB Clause 26, the NSC shall award the contract to the Bidder whose bid has been determined to be the Lowest Calculated and Responsive Bid (LCRB).

28.2 At the same time as the NSC notifies the successful Bidder that its bid has been accepted, the NSC shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

28.3 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the NSC.

28.4 The NSC shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

28.5 The following documents shall form part of the contract:

(a) Contract Agreement;

(b) Bidding Documents;

(c) Winning bidder’s bid, including the Technical and Financial Proposals, and all other documents/statements submitted;

(d) Performance Security;

(e) Credit line in accordance with ITB Clause 6.4, if applicable;

(f) Notice of Award of Contract; and

(g) Other contract documents that may be required by existing laws and/or specified in the BDS.

29. PERFORMANCE SECURITY

29.1 To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the NSC and in no case later than the signing of the contract.

29.2 The performance security shall be in an amount equal to percentage of the total Contract price, denominated in Philippine Peso and posted in favor of the NSC in accordance with the following schedule:
### Form of Performance Security

<table>
<thead>
<tr>
<th>Form of Performance Security</th>
<th>Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.</td>
<td>Ten percent (10%)</td>
</tr>
</tbody>
</table>

*For biddings conducted by the LGUs, the Cashier’s/Manager’s Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*

| (b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: | |
| Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. | |

*For biddings conducted by the LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*

| (c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. | Thirty percent (30%) |

29.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the NSC shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for contract award. However, if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

### 30. NOTICE TO PROCEED

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the NSC shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.
### SECTION III: BID DATA SHEET

<table>
<thead>
<tr>
<th>1.1</th>
<th>The Procuring Entity is the <strong>NATIONAL SECURITY COUNCIL</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2</td>
<td>The name of the project is: <strong>PSR Renovation and Extension Building Project</strong></td>
</tr>
</tbody>
</table>
| 2 | **Scope of the Work /Project:**
Bidders shall comply with the following:

- **A.3.1** The implementation of the extension project shall be at the PSR building located at the PSG Compound, Manila.

- **A.3.2** The project is a 2-storey building with approximately 600 sqm office space, toilets, storage rooms, meeting rooms on a 300 sqm building footprint.

- **A.3.3** The construction of the extension building shall be implemented to include the following essential components: Architectural, Structural, Fire Protection, Electrical Power, Plumbing and Sanitary facilities, equipment, electronic systems, information and communication technology equipment, and appurtenances.

- **A.3.4** The commissioning and turnover of the extension building shall include training on the use of all mechanical, electromechanical, sanitary pumps, electrical controls, emergency power system, power switches, plumbing and sanitary valves fixtures and fittings and appurtenances.

- **A.3.5** The project shall be covered by warranties, maintenance and support service for all the building components and systems installed for a period of one (1) year from the date of its acceptance and turn over to address defects and ensure stability of all the systems installed under the terms and conditions of the Retention Clause of the contract.

| 3 | The Funding Source is:
The Government of the Philippines (GOP) through the General Appropriations Act (GAA) for FY-2020 in the amount of **THIRTY MILLION PESOS ONLY (PhP30,000,000.00)** inclusive of VAT and other applicable taxes. |
| 4.1 | No further instructions. |
| 5.1 | No further instructions. |
| 6.3 | The Bidder must have completed, within the three (3) years prior to the deadline of submission and receipt of bids for this project, a single contract that is similar to the project at hand and whose value must be at least fifty percent 50% of Approved Budget for the Contract (ABC) to be bid. |
| 7 | No further instructions |
| 8.1 | No further instructions |
| 8.2 | No further instructions |
| 9.1 | The Procuring Entity will hold a pre-bid conference for this project on **04 September 2020 / Friday /10:00am** at No. 5 V. Luna Road corner East Avenue, Brgy. Pinyahan, Quezon City. **Only one (1) representative** from the
bidder shall be allowed to attend the pre-bid conference. Bidder may add one (1) staff to join Virtual Tele-Conferencing (VTC) during the Pre-bid conference. One slot is provided per bidder. The bidder must submit on 03 September 2020 the official email address of the staff who will join the VTC.

10.1 Prospective Bidders may request for clarifications on any part of the Bidding Documents for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the following address at least ten (10) calendar days before the deadline for the submission and receipt of bids:

**The Procuring Entity’s address is:**
No. 5 V. Luna road corner East Avenue, Brgy. Pinyahan, Quezon City

Contact Person:
Ms. Elvira B. Pareja-BAC Secretariat
Email: nscproperty50@yahoo.com
property@nsc.gov.ph
Tel. No. 8927-4245 loc 1506 /1508 OR 0939-7714664

12.1 **ELIGIBILITY DOCUMENTS – CLASS “A” Documents:**

- **Legal Documents**
  1. Valid and current Certificate of PhilGEPS Registration (Platinum Membership)
     
     "Note: Bidder must ensure that all Class “A” Eligibility Documents are valid and current at the time of submission of Certificate of PhilGEPS Registration (Platinum Membership). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents including the Audited Financial Statements for 2017 and 2016 (stamped received by the BIR or its duly authorized/accredited institutions) together with the Platinum Membership.

     -or-

  2. Registration certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives.

  3. Valid and current Business/Mayor’s 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; In case of recently expired Mayor’s/Business permits, said permit shall be submitted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement.

  4. Valid and current Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by BIR, issued by the Accounts Receivable Monitoring Division of BIR.
(v) Audited Financial Statement stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.

TECHNICAL DOCUMENTS
(vi) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
The statement required shall indicate for each contract the following:
(vi.1) Name of the contract;
(vi.2) Date of the contract;
(vi.3) Contract duration;
(vi.4) Owner’s name and address;
(vi.5) Nature of work;
(vi.6) Contractor’s role (whether sole contractor, subcontractor, or partner in a JV and percentage of participation);
(vi.7) Total contract value at award;
(vi.8) Date of completion or estimated completion time;
(vi.9) Total contract value at completion, if applicable;
(vi.10) Percentages of planned and actual accomplishments, if applicable; and
(vi.11) Value of outstanding works, if applicable.

(vii) Statement of Single Largest Completed Contract (SLCC) equivalent to at least fifty (50%) of the total ABC of the project.

Note: The statement of the Bidder’s SLCC shall be supported by the Notice of Award and/or Notice to Proceed and any of the following documents: a) Constructor’s Performance Evaluation System (CPES) Final Rating which must be Satisfactory, or b) Owner’s Certificate of Acceptance, or c) Owner’s Certificate of Completion. In case of contracts with the private sector, an equivalent document shall be submitted;

(viii) Valid and current Philippine Contractors Accreditation Board (PCAB) license with Classification/Category in General Building/General Engineering with Minimum License Category of B and Minimum Size Range of Medium A. The PCAB license must indicate “PCAB registered contractor for Government Projects.”

(ix) Duly signed Certificate of Net Financial Contracting Capacity (NFCC), in accordance with ITB Clause 6.4
The NFCC computation must be at least be equal to the ABC of the project.
NFCC = [(Current assets minus current liabilities) \times 15] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

In addition to the above eligibility documents (Class “A”) listed in the 12.1, the following documents must also be included in the envelope 1:
e. List of clients with address, contact persons and updated telephone numbers;
f. General Information Sheet for CY 2019 or 2020 (Original or Certified True Copy by the SEC);
g. VAT Registration & TIN Taxpayer (Original or Certified True Copy by the BIR);

h. Company Profile

(x) Bid security must be issued in favor of the National Security Council, in any of the following forms per ITB Clause 16.1:

a. Bid Securing Declaration;
b. Cash, Cashier’s Check or Manager’s Check - equivalent to at least 2% of the ABC;
c. Bank Guarantee/Bank Draft or Irrevocable LC - equivalent to at least 2% of the ABC; or
d. Surety Bond callable upon demand equivalent to at least 5% of the ABC

<table>
<thead>
<tr>
<th>ABC (PhP)</th>
<th>Bid Security (% of ABC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vat Inclusive-Lot Price</td>
<td>2%</td>
</tr>
<tr>
<td>30,000,000.00</td>
<td>600,000.00</td>
</tr>
</tbody>
</table>

Contractor’s personnel such as Project Manager, Project Engineers, Material Engineers and Foremen must have three (3) to five (5) years work experience in the same field or project.

Contractor shall make available all basic construction tools and equipment such as Cement Mixer with gas powered motor, power tools, jack hammer, portable generator, portable ladder type lift, electrical drill, and the like, on call basis, 24-7 as the need arises in order to avoid delays in construction activities requiring these equipment.

Contractor, as part of its implementation strategy, may add heavy equipment, if in their judgment and execution plan, such heavy equipment will fast track the construction and meet the agreed deadline specified in the construction contract. All clearances shall be secured prior to the delivery of the heavy equipment on site.

CLASS "B" DOCUMENT (For Joint Venture):

The participating entities entering a Joint Venture Agreement (JVA) are to be treated as a single entity and shall be jointly and severally responsible or liable for the obligations and liabilities incurred by any partner to the JV pertinent to the project requirements.

Hence, any Blacklisting Order and/or overdue deliveries intended for end-user shall apply to the JVA as the JV is deemed as one bidder.

(i) Valid Joint Venture Agreement (JVA).

The JVA must specify which Partner/Company of the JV shall be designated as Authorized Representative. It must also clearly state the Name of the Officer/s designated as the Authorized Representative/s of the Joint Venture.

(ii) Each partner of a JV shall likewise submit the following:

(a) Valid and current Certificate of PhilGEPS Registration (Platinum Membership) including the “Annex “A”.
*Note: Bidder must ensure that all Class “A” Eligibility Documents are valid and current at the time of submission of Certificate of PhilGEPS Registration (Platinum Membership). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Membership, bidders are required to submit the valid and current documents including the Audited Financial Statements for 2020 and 2019 (stamped received by the BIR and its duly accredited/authorized institutions) together with the Platinum Membership.

(iii) Submission of the following by any of the JV partners constitute compliance:

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

(b) Statement of All Ongoing Government and Private Contracts, including contracts awarded but not yet started, if any.

(c) Statement of Single Largest Completed Contract equivalent to at least fifty (50%) of the total ABC of the project;

(d) Duly signed Certificate of Net Financial Contracting Capacity (NFCC).

(iv) Entities forming themselves into a Joint Venture shall likewise submit a SPECIAL PCAB LICENSE to act in the capacity of such joint venture.

13.1 Bidder’s must use, accomplish, sign and submit the following forms:

a) Financial Bid Form;

b) Detailed Financial Bid Form;

c) Detailed estimates including summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid.

14 The ABC is THIRTY MILLION PESOS inclusive of VAT. Any bid exceeding the ABC amount of the item or items shall not be accepted. The bid shall be quoted in Philippine peso.

15 Bids will be valid for one hundred twenty (120) calendar days from bid opening date.

16.2 The bid security shall be valid for one hundred twenty (120) days from bid opening.

18.3 Each Bidder shall submit one (1) original and two (2) hard copies as well as digital copy in pdf format to be stored in USB drive of the first and second components of its bid. All envelopes shall:

a) contain the name of the contract to be bid in capital letters;

b) bear the name and address of the Bidder in capital letters;

 c) be addressed to the Procuring Entity’s BAC identified in ITB Clause 19;
d) bear the specific identification of this bidding process indicated in the
Invitation to Bid; and

e) bear a warning “DO NOT OPEN BEFORE:” the date and time for the
opening of bids, in accordance with ITB Clause 23.1

<table>
<thead>
<tr>
<th>TO: THE BIDS AND AWARDS COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>NATIONAL SECURITY COUNCIL</td>
</tr>
</tbody>
</table>

| FROM: ___________________________ |
| (Name of Bidder in capital letters) |

| ADDRESS: ________________________ |
| (Address of Bidder in capital letters) |

| PROJECT: PSR RENOVATION AND EXTENSION BUILDING PROJECT |
| PSG Compound Malacanang Park, Manila |

| ITB REF. NO.: NSC2020-001 |
| DO NOT OPEN BEFORE: _____________ |
| (Date (month/date/year) and Time) |

19 The address for submission of bids is:
NATIONAL SECURITY COUNCIL
5 V. Luna Road corner East Avenue, Brgy. Pinyahan, Quezon City

Contact Person: Ms. Elvira B. Pareja-BAC Secretariat
Tel No. 8927-4245 LOC 1506 /1508

The deadline for submission of bids is: 16 September 2020 / Wednesday / 10:00am

23.1 The place of bid opening is at:
NATIONAL SECURITY COUNCIL
5 V. Luna Road corner East Avenue, Brgy. Pinyahan, Quezon City

The date and time of bid opening is 16 September 2020/ Wednesday /10:00am

Only one (1) representative from the bidder shall be allowed to attend the
opening of bids. Bidder may add one (1) staff to join VTC during the Opening
of Bids. One slot is provided per bidder. The bidder must submit on 15
September 2020 the official email address of the staff who will join the VTC.
## SECTION IV: SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

### PSR Renovation and Extension Building Project.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>QUANTITY / OUTPUT</th>
<th>Delivery/Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2-Storey mixed construction (RC, Steel, etc) ON 11M X 28M building footprint area (approx.)</td>
<td>580 sqm approx.</td>
<td>Within one hundred Eighty (180) calendar days upon receipt of Notice To Proceed</td>
</tr>
<tr>
<td>2</td>
<td>Mechanical AC System and Ventilating Fans/motors</td>
<td>See Plans</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Water Pumps and Motors with controls for the Plumbing Sanitary Systems with equal-pressure water pump system</td>
<td>See Plans</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Electrical System with Circuit breakers, Controls and Switches, Outlets with Grounding System</td>
<td>See Plans</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Fire Protection System, Fire Sprinklers, Fire Hose Cabinets</td>
<td>See Plans</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Soil Bearing Capacity Investigation with 2-borehole test pits to be conducted as part of Preliminary Site Preparation Phase to verify actual requirement of Micro Pile Sub-Foundation Supports</td>
<td>1 - Soil Investigation report signed by Prof. Registered Geologist</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Micro-pile Construction Supply and Installation - preliminary activity prior to construction renovation works, as part of sub-foundation works.</td>
<td>Sub-Foundation Plan as per recommendation with documented proof of construction installation procedures done</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Contractor’s CoViD Mitigating Measures and Guidelines to be implemented on site (with Safety Officer staffing included in the Manning Schedule and Organizational Chart), and monitored by NSC</td>
<td>3 copies - Construction Safety Plan</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Warranty Certificates for all motors electronic equipment used, installed, Manuals of Installation and maintenance</td>
<td>2 copies, 3-Ring Binder</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Renovation of PSR Building Roof, replacement with new long span colored roof 0.60m THK Hi-Rib Profile (110mmH)</td>
<td>320 sqm</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Renovation of Reception Lobby at the Main</td>
<td>32 sqm</td>
<td></td>
</tr>
</tbody>
</table>
Entrance of PSR Building Roof.

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder  Signature over Printed Name of Representative  Date
### SECTION V: GENERAL CONDITIONS OF CONTRACT

#### TABLE OF CONTENTS

1. DEFINITIONS                                                                                     ................................................................. 33
2. INTERPRETATION                                                                                  ................................................................. 35
3. GOVERNING LANGUAGE AND LAW                                                                      ................................................................. 35
4. COMMUNICATIONS                                                                                 ................................................................. 36
5. POSSESSION OF SITE                                                                               ................................................................. 36
6. THE CONTRACTOR’S OBLIGATIONS                                                                  ................................................................. 36
7. PERFORMANCE SECURITY                                                                           ................................................................. 37
8. SUBCONTRACTING                                                                                 ................................................................. 38
9. LIQUIDATED DAMAGES                                                                             ................................................................. 38
10. SITE INVESTIGATION REPORTS                                                                      ............................................................... 39
11. THE PROCURING ENTITY, LICENSE AND PERMITS                                                     .................................................. 39
12. CONTRACTOR’S RISK AND WARRANTY SECURITY                                                        .................................................. 39
13. LIABILITY OF THE CONTRACTOR                                                                   ............................................................... 41
14. PROCURING ENTITY’S RISK                                                                         ............................................................... 41
15. INSURANCE                                                                                      ................................................................. 41
16. TERMINATION FOR DEFAULT OF CONTRACTOR                                                          ......................................................... 42
17. TERMINATION FOR DEFAULT OF PROCURING ENTITY                                                   .................................................. 43
18. TERMINATION FOR OTHER CAUSES                                                                   ............................................................... 43
19. PROCEDURE FOR TERMINATION OF CONTRACTS                                                         ......................................................... 44
20. FORCE MAJEURE, RELEASE FROM PERFORMANCE                                                        .................................................. 46
21. RESOLUTION OF DISPUTES                                                                         ................................................................. 47
22. SUSPENSION OF LOAN, CREDIT, GRANT, OR APPROPRIATION                                             .................................................. 47
23. PROCURING ENTITY’S REPRESENTATIVE’S DECISION                                                    .................................................. 48
24. APPROVAL OF DRAWINGS AND TEMPORARY WORKS BY THE PROCURING ENTITY’S REPRESENTATIVE             .................................................. 48
25. ACCELERATION AND DELAYS ORDERED BY THE PROCURING ENTITY’S REPRESENTATIVE                      .................................................. 48
26. EXTENTION OF THE INTENDED COMPLETION DATE                                                      .................................................. 48
27. RIGHT TO VARY                                                                                  ................................................................. 49
28. CONTRACTOR’S RIGHT TO CLAIM                                                                   ............................................................... 49
29. EARLY WARNING                                                                                  ................................................................. 49
30. MANAGEMENT CONFERENCE                                                                         ............................................................... 49
31. BILL OF QUANTITIES                                                                             ................................................................. 50
32. INSTRUCTIONS, INSPECTIONS AND AUDIT                                                            ......................................................... 51
33. IDENTIFYING DEFECTS                                                                           ................................................................. 51
34. COST OF REPAIRS                                                                               ................................................................. 51
35. CORRECTION OF DEFECTS                                                                         ................................................................. 51
36. UNCORRECTED DEFECTS                                                                            ................................................................. 51
37. ADVANCE PAYMENT                                                                               ................................................................. 52
38. PROGRESS PAYMENTS                                                                             ................................................................. 52
39. PAYMENT CERTIFICATES                                                                          ................................................................. 53
40. RETENTION                                                                                     ................................................................. 53
41. VARIATION ORDERS                                                                              ................................................................. 54
42. CONTRACT COMPLETION                                                                           ................................................................. 55
43. SUSPENSION OF WORK                                                                            ................................................................. 55

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PSR Renovation and Extension Building Project at PSG Compound, Malacanang Park, Manila

Page 31
46. PAYMENT OF TERMINATION.................................................................56
47. EXTENTION OF CONTRACT TIME.....................................................56
48. PRICE ADJUSTMENT.......................................................................57
49. COMPLETION....................................................................................57
50. TAKING OVER..................................................................................57
51. OPERATING AND MAINTENANCE MANUALS..............................58
1. DEFINITIONS

For purposes of this Clause, boldface type is used to identify defined terms.

1.1. The **Arbiter** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC Clause 21.

1.2. The **Bill of Quantities** refers to a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.

1.3. The **Completion Date** is the date of completion of the Works as certified by the Procuring Entity's Representative, in accordance with GCC Clause 49.

1.4. The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works.

1.5. The **Contract Effectivity Date** is the date of signing of the Contract. However, the contractor shall commence execution of the Works on the Start Date as defined in GCC Clause 1.28.

1.6. The **Contract Price** is the price stated in the Notice of Award and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract.

1.7. The **Contract Time Extension** is the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.

1.8. The **Contractor** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.

1.9. The **Contractor’s Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.

1.10. **Days** are calendar days; months are calendar months.

1.11. **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments for associated Materials and Plant.

1.12. A **Defect** is any part of the Works not completed in accordance with the Contract.

1.13. The **Defects Liability Certificate** is the certificate issued by Procuring Entity’s Representative upon correction of defects by the Contractor.

1.14. The **Defects Liability Period** is the one year period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense.

1.15. **Drawings** are graphical presentations of the Works. They include all supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.

1.16. **Equipment** refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Work provided by the
Contractor and which shall not form or are not intended to form part of the Permanent Works.

1.17 The Intended Completion Date refers to the date specified in the SCC when the Contractor is expected to have completed the Works. The Intended Completion Date may be revised only by the Procuring Entity’s Representative by issuing an extension of time or an acceleration order.

1.18 Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

1.19 The Notice to Proceed is a written notice issued by the Procuring Entity or the Procuring Entity’s Representative to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.

1.20 Permanent Works are all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity and which shall remain at the Site after the removal of all Temporary Works.

1.21 Plant refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.

1.22 The Procuring Entity is the party who employs the Contractor to carry out the Works stated in the SCC.

1.23 The Procuring Entity’s Representative refers to the Head of the Procuring Entity or his duly authorized representative, identified in the SCC, who shall be responsible for supervising the execution of the Works and administering this Contract.

1.24 The Site is the place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the SCC, or notified to the Contractor by the Procuring Entity’s Representative as forming part of the Site.

1.25 Site Investigation Reports are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

1.26 Slippage is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.

1.27 Specifications means the description of Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.

1.28 The Start Date, as specified in the SCC, is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
1.29 A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.

1.30 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.

1.31 **Work(s)** refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity’s Representative; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the **SCC**.

2. **INTERPRETATION**

2.1 In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this Contract unless specifically defined. The Procuring Entity’s Representative will provide instructions clarifying queries about the Conditions of Contract.

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

2.3 The documents forming this Contract shall be interpreted in the following order of priority:

a) Contract Agreement;

b) Bid Data Sheet;

c) Instructions to Bidders;

d) Addenda to the Bidding Documents;

e) Special Conditions of Contract;

f) General Conditions of Contract;

g) Specifications;

h) Bill of Quantities; and

i) Drawings.

3. **GOVERNING LANGUAGE AND LAW**

3.1 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract which are exchanged by the parties shall be written in English.
3.2 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4. COMMUNICATIONS

Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is received by the concerned party.

5. POSSESSION OF SITE

5.1 On the date specified in the SCC, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with 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.

5.2 If possession of a portion is not given by the date stated in the SCC Clause 5.1, 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 shall be in accordance with GCC Clause 0.

5.3 The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.

5.4 The Contractor shall allow the Procuring Entity’s Representative and any person authorized by the Procuring Entity’s Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.

6. THE CONTRACTOR’S OBLIGATIONS

6.1 The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor’s Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.

6.2 The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity’s Representative, and complete them by the Intended Completion Date.

6.3 The Contractor shall be responsible for the safety of all activities on the Site.

6.4 The Contractor shall carry out all instructions of the Procuring Entity’s Representative that comply with the applicable laws where the Site is located.

6.5 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, 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.

6.6 If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor’s staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract.

6.7 During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.

6.8 The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

6.9 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.

6.10 Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.

7 PERFORMANCE SECURITY

7.1 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 Contractor shall furnish the performance security in any of the forms prescribed in ITB Clause 32.2.

7.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.

7.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

7.4 The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
   (a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
   (b) The Contractor has no pending claims for labor and materials filed against it; and
   (c) Other terms specified in the SCC.

7.5 The Contractor shall post an additional performance security following the amount and form specified in ITB Clause Error! Reference source not found. to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental
agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.

7.6 In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

7.7 Unless otherwise indicated in the SCC, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 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.

8 SUBCONTRACTING

8.1 Unless otherwise indicated in the SCC, the Contractor cannot subcontract Works more than the percentage specified in BDS Clause 8.1

8.2 Subcontracting of any portion of the Works does not relieve the Contractor of any liability or obligation under this Contract. The Contractor 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.

8.3 If subcontracting is allowed. The contractor may identify its subcontractor during contract implementation stage. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by any Procuring Entity to be eligible, the subcontracting of such portion of the Works shall be disallowed.

9 LIQUIDATED DAMAGES

9.1 The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity may rescind or terminate this Contract, without prejudice to other courses of action and remedies available under the circumstances.

9.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.
10 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.

11 THE PROCURING ENTITY, LICENSES AND PERMITS

The Procuring Entity shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals, which are required for the Works.

12 CONTRACTOR’S RISK AND WARRANTY SECURITY

12.1 The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by force majeure. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.

12.2 The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.

12.3 Unless otherwise indicated in the SCC, in case the Contractor fails to comply with the preceding paragraph, 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.

12.4 After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for “Structural Defects,” i.e., major faults/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or “Structural Failures,” i.e., where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:

(a) Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;

(b) Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;

(c) Procuring Entity’s Representatives/Project Manager/Construction Managers and Supervisors – The project owner’s representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the
designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;

(d) Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.

(e) Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non–compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.

12.5 The warranty against Structural Defects/Failures, except those occasioned on force majeure, shall cover the period specified in the SCC reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.

12.6 The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Form of Warranty</th>
<th>Amount of Warranty Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank</td>
<td>Five Percent (5%)</td>
</tr>
<tr>
<td>2. Bank guarantee confirmed by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank</td>
<td>Ten Percent (10%)</td>
</tr>
<tr>
<td>3. Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission</td>
<td>Thirty Percent (30%)</td>
</tr>
</tbody>
</table>

12.7 The warranty security shall be stated in Philippine Pesos and shall remain effective for one year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.

12.8 In case of structural defects/failure occurring during the applicable warranty period provided in GCC Clause 0, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.
13. 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.

14. PROCURING ENTITY’S RISK

14.1 From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:

   (i) any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or

   (ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity’s design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

15. INSURANCE

15.1 The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:

   (a) Contractor’s All Risk Insurance;

   (b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;

   (c) Personal injury or death of Contractor’s employees; and

   (d) Comprehensive insurance for third party liability to Contractor’s direct or indirect act or omission causing damage to third persons.

15.2 The Contractor shall provide evidence to the Procuring Entity’s Representative that the insurances required under this Contract have been effected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity’s Representative. Such evidence and such policies shall be provided to the Procuring Entity’s through the Procuring Entity’s Representative.

15.3 The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity’s Representative the insurance policies in force including the receipts for payment of the current premiums.

   The above insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity’s Representative.

15.4 If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this
Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.

15.5 In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor’s expense, take whatever measure is deemed necessary for its protection and that of the Contractor’s personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 0 until the Contractor complies with this Clause.

15.6 The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity’s demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:

(c) The issuer of the insurance policy to be replaced has:

(i) become bankrupt;

(ii) been placed under receivership or under a management committee;

(iii) been sued for suspension of payment; or

(iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or

(v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

16. TERMINATION FOR DEFAULT OF CONTRACTOR

16.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:

(i) Due to the Contractor’s fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;

(ii) Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or

(iii) The Contractor:

a. abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;

b. does not actually have on the project Site the minimum essential equipment listed on the bid necessary to prosecute the Works in accordance with the approved Program of Work and equipment deployment schedule as required for the project;
c. does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;

d. neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or

e. sub-lets any part of this Contract without approval by the Procuring Entity.

16.2 All materials on the Site, Plant, Works, including Equipment purchased and funded under the Contract shall be deemed to be the property of the Procuring Entity if this Contract is rescinded because of the Contractor’s default.

17. TERMINATION FOR DEFAULT OF PROCURING ENTITY

The Contractor may terminate this Contract with the Procuring Entity if the works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of its own, due to any of the following reasons:

(a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of this Contract; or

(b) The prosecution of the Work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

18. TERMINATION FOR OTHER CAUSES

18.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate this Contract for the convenience of the Procuring Entity if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.

18.2 The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.

18.3 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) The Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity’s Representative;

(b) The Procuring Entity’s Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight (28) days;

(c) The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the
case of the Contractor’s insolvency, any Contractor’s Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;

(d) A payment certified by the Procuring Entity’s Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity’s Representative’s certificate;

(e) The Procuring Entity’s Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity’s Representative;

(f) The Contractor does not maintain a Security, which is required;

(g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the GCC Clause 9; and

(h) 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, the following:
   
   i. corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in ITB Clause 3.1(a), unless otherwise specified in the SCC;
   ii. drawing up or using forged documents;
   iii. using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
   iv. any other act analogous to the foregoing.

18.4 The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.

18.5 When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity’s Representative in order to terminate the existing contract for a cause other than those listed under GCC Clause 0, the Procuring Entity’s Representative shall decide whether the breach is fundamental or not.

18.6 If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

19. PROCEDURES FOR TERMINATION OF CONTRACTS

19.1 The following provisions shall govern the procedures for the termination of this Contract:

(a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
(b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:

i. that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;

ii. the extent of termination, whether in whole or in part;

iii. an instruction to the Contractor to show cause as to why this Contract should not be terminated; and

iv. special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report;

(c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract;

(d) The Procuring Entity may, at anytime before receipt of the Contractor’s verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor’s receipt of the notice;

(e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and

(f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

19.2 Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

(a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed (“NTP”);

(b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant
to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:

i. Employment of competent technical personnel, competent engineers and/or work supervisors;

ii. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;

iii. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;

iv. Deployment of committed equipment, facilities, support staff and manpower; and

v. Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.

(c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.

(d) Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor’s Performance Evaluation System (“CPES”) rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance:

i. Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and

ii. Quality of materials and workmanship not complying with the approved specifications arising from the contractor’s fault or negligence.

(e) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

In addition to the penalty of suspension, the performance security posted by the contractor shall also be forfeited.

20. FORCE MAJEURE, RELEASE FROM PERFORMANCE

20.1 For purposes of this Contract the terms “force majeure” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.

20.2 If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring
Entity’s Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.

20.3 If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.

20.4 After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:

   (a) any sum to which the Contractor is entitled under GCC Clause 28;

   (b) the cost of his suspension and demobilization;

   (c) any sum to which the Procuring Entity is entitled.

20.5 The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

21. RESOLUTION OF DISPUTES

21.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

21.2 If the Contractor believes that a decision taken by the Procuring Entity’s Representative was either outside the authority given to the Procuring Entity’s Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the SCC within fourteen (14) days of the notification of the Procuring Entity’s Representative’s decision.

21.3 Any and all disputes arising from the implementation of this Contract covered by the R.A. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the “Arbitration Law” and Republic Act 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004”: Provided, however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of the Act and its IRR: Provided, further, That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

22. SUSPENSION OF LOAN, CREDIT, GRANT, OR APPROPRIATION

In the event that the Funding Source suspends the Loan, Credit, Grant, or Appropriation to the Procuring Entity, from which part of the payments to the Contractor are being made:

   (a) The Procuring Entity is obligated to notify the Contractor of such suspension within seven (7) days of having received the suspension notice.

   (b) If the Contractor has not received sums due it for work already done within forty five (45) days from the time the Contractor’s claim for payment has been certified
by the Procuring Entity’s Representative, the Contractor may immediately issue a suspension of work notice in accordance with GCC Clause 45.2.

23. PROCURING ENTITY’S REPRESENTATIVE’S DECISIONS

23.1 Except where otherwise specifically stated, the Procuring Entity’s Representative will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

23.2 The Procuring Entity’s Representative may delegate any of his duties and responsibilities to other people, except to the Arbiter, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

24. APPROVAL OF DRAWINGS AND TEMPORARY WORKS BY THE PROCURING ENTITY’S REPRESENTATIVE

24.1 All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity’s Representative before its use.

24.2 The Contractor shall be responsible for design of Temporary Works.

24.3 The Procuring Entity’s Representative’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.

24.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

25. ACCELERATION AND DELAYS ORDERED BY THE PROCURING ENTITY’S REPRESENTATIVE

25.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity’s Representative will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

25.2 If the Contractor’s Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

26. EXTENSION OF THE INTENDED COMPLETION DATE

26.1 The Procuring Entity’s Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.

26.2 The Procuring Entity’s Representative shall decide whether and by how much to extend the Intended Completion Date within twenty one (21) days of the Contractor asking the Procuring Entity’s Representative for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
27. RIGHT TO VARY

27.1 The Procuring Entity’s Representative with the prior approval of the Procuring Entity may instruct Variations, up to a maximum cumulative amount of ten percent (10%) of the original contract cost.

27.2 Variations shall be valued as follows:
   (a) At a lump sum price agreed between the parties;
   (b) where appropriate, at rates in this Contract;
   (c) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
   (d) at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the HoPE.

28. CONTRACTOR’S RIGHT TO CLAIM

If the Contractor incurs cost as a result of any of the events under GCC Clause 13, the Contractor shall be entitled to the amount of such cost. If as a result of any of the said events, it is necessary to change the Works, this shall be dealt with as a Variation.

29. DAYWORKS

29.1 Subject to GCC Clause 43 on Variation Order, 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.

29.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity’s Representative. Each completed form shall be verified and signed by the Procuring Entity’s Representative within two days of the work being done.

29.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. EARLY WARNING

30.1 The Contractor shall warn the Procuring Entity’s Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity’s Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

30.2 The Contractor shall cooperate with the Procuring Entity’s Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity’s Representative.

31. PROGRAM OF WORK

31.1 Within the time stated in the SCC, the Contractor shall submit to the Procuring Entity’s Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.
29.1 An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

29.2 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.

29.3 The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.

29.4 When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

29.5 All Variations shall be included in updated Program of Work produced by the Contractor.

32. MANAGEMENT CONFERENCES

32.1 Either the Procuring Entity's Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.

32.2 The Procuring Entity's Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Procuring Entity's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

33. BILL OF QUANTITIES

33.1 The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.

33.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

33.3 If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.

33.4 If requested by the Procuring Entity's Representative, the Contractor shall provide the Procuring Entity's Representative with a detailed cost breakdown of any rate in the Bill of Quantities.
34. INSTRUCTIONS, INSPECTIONS AND AUDITS

34.1 The Procuring Entity’s personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.

34.2 If the Procuring Entity’s Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.

34.3 The Contractor shall permit the Funding Source named in the SCC to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

35. IDENTIFYING DEFECTS

The Procuring Entity’s Representative shall check the Contractor’s work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor’s responsibilities. The Procuring Entity’s Representative may instruct the Contractor to search uncover defects and test any work that the Procuring Entity’s Representative considers below standards and defective.

36. COST OF REPAIRS

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Periods shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions.

37. CORRECTION OF DEFECTS

37.1 The Procuring Entity’s Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is One (1) year from project completion up to final acceptance by the Procuring Entity’s Representative.

37.2 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity’s Representative’s notice.

37.3 The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.

37.4 The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

38. UNCORRECTED DEFECTS

38.1 The Procuring Entity shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.
38.2 The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

39. ADVANCE PAYMENT

39.1 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.

39.2 The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.

39.3 The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.

39.4 The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.

39.5 The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in SCC Clause 39.1.

40. PROGRESS PAYMENTS

40.1 The Contractor may submit a request for payment for Work accomplished. Such request 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.

40.2 The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
   a) Cumulative value of the work previously certified and paid for.
   b) Portion of the advance payment to be recouped for the month.
   c) Retention money in accordance with the condition of contract.
   d) Amount to cover third party liabilities.
   e) Amount to cover uncorrected discovered defects in the works.

40.3 Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity’s Representative within twenty eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.

40.4 The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity’s Representative.
40.5 Items of the Works for which a price of “0” (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

41. PAYMENT CERTIFICATES

41.1 The Contractor shall submit to the Procuring Entity’s Representative monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

41.2 The Procuring Entity’s Representative shall check the Contractor’s monthly statement and certify the amount to be paid to the Contractor.

41.3 The value of Work executed shall:
   a) be determined by the Procuring Entity’s Representative;
   b) comprise the value of the quantities of the items in the Bill of Quantities completed; and
   c) include the valuations of approved variations.

41.4 The Procuring Entity’s Representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

42. RETENTION

42.1 The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Sub-Clause 42.2.

42.2 Progress payments are subject to retention of ten percent (10%), referred to as the “retention money.” Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.

42.3 The total “retention money” shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, i.e., to cover uncorrected discovered defects and third party liabilities.

42.4 On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee in a form acceptable to the Procuring Entity.
43. VARIATION ORDERS

43.1 Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the “as staked plans” or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.

43.2 A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.

43.3 An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.

43.4 Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: Provided, however, That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).

43.5 In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:

a) If the Procuring Entity’s representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the HoPE for approval.
b) The HoPE or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.

c) The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.

d) The HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.

e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Procuring Entity concerned shall not exceed thirty (30) calendar days.

44. CONTRACT COMPLETION

Once the project reaches an accomplishment of ninety five (95%) of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining Works, Work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

45. SUSPENSION OF WORK

45.1 The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to force majeure or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.

45.2 The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:

a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.

b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.

c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the
Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.

d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.

e) Delay in the payment of Contractor’s claim for progress billing beyond forty-five (45) calendar days from the time the Contractor’s claim has been certified to by the procuring entity’s authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.

45.3 In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the elapsed time between the effectivity of the order suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

46. PAYMENT ON TERMINATION

46.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity’s Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

46.2 If the Contract is terminated for the Procuring Entity’s convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity’s Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

46.3 The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.

46.4 If the Contractor has terminated the Contract under GCC Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

47. EXTENSION OF CONTRACT TIME

47.1 Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity’s opinion, the findings of facts justify an extension.
47.2 No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.

47.3 Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.

47.4 No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.

47.5 Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way resulting in complete paralization of construction activities, and other meritorious causes as determined by the Procuring Entity’s Representative and approved by the HoPE. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

48. PRICE ADJUSTMENT

Except for extraordinary circumstances as determined by NEDA and approved by the GPPB, no price escalation shall be allowed. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

49. COMPLETION

The Contractor shall request the Procuring Entity’s Representative to issue a certificate of Completion of the Works, and the Procuring Entity’s Representative will do so upon deciding that the work is completed.

50. TAKING OVER

The Procuring Entity shall take over the Site and the Works within seven (7) days from the date the Procuring Entity’s Representative issues a certificate of Completion.
51. OPERATING AND MAINTENANCE MANUALS

If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative shall withhold the amount stated in the SCC from payments due to the Contractor.
### SECTION VI: TECHNICAL SPECIFICATIONS

**PSR Renovation and Extension Building Project**

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each “Specification” stating the corresponding performance parameter of the equipment offered by the Bidder. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidder’s Bid and cross-referenced to that evidence.

Evidence shall be in the form of manufacturer’s product brochures, specification sheet, manuals etc., as appropriate. Any of these evidences should be downloadable from product or manufacturer’s website or otherwise verifiable by any means reasonable and acceptable to the Bids and Awards Committee.

The specifications as indicated below are minimum parameters and a bidder may offer items equivalent to or superior than these specifications.

The bidder shall supply and deliver the following minimum specifications:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>QUANTITY / OUTPUT</th>
<th>Bidder's Offer</th>
<th>Compliance (Comply/Not Comply)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>2-Storey mixed construction (RC, Steel, etc) on 11M X 28M building footprint area (approx.).</td>
<td>580 sqm approx.</td>
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<td>2</td>
<td>Mechanical AC System and Ventilating Fans/motors</td>
<td>See Plans</td>
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<td>3</td>
<td>Water Pumps and Motors with controls for the Plumbing Sanitary Systems with equal-pressure water pump system</td>
<td>See Plans</td>
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<td>4</td>
<td>Electrical System with Circuit breakers, Controls and Switches, Outlets with Grounding System</td>
<td>See Plans</td>
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<td>5</td>
<td>Fire Protection System, Fire Sprinklers, Fire Hose Cabinets</td>
<td>See Plans</td>
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<td>6</td>
<td>Soil Bearing Capacity Investigation with 2-borehole test pits to be conducted as part of Preliminary Site Preparation Phase to verify actual requirement of Micro Pile Sub-Foundation Supports</td>
<td>1 - Soil Investigation report signed by Prof. Registered Geologist</td>
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<td>7</td>
<td>Micro-pile Construction Supply and Installation - preliminary activity prior to construction renovation works, as part of sub-foundation works.</td>
<td>Sub-Foundation Plan as per recommendation with documented proof of construction installation procedures done</td>
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<td>8</td>
<td>Contractor’s CoViD Mitigating Measures and Guidelines to be implemented on site (with Safety Officer staffing included in the</td>
<td>3 copies - Construction Safety Plan</td>
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<td>No.</td>
<td>Description</td>
<td>Details</td>
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<td>10</td>
<td>Warranty Certificates for all motors electronic equipment used, installed, Manuals of Installation and maintenance</td>
<td>2 copies, 3-Ring Binder</td>
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<td>11</td>
<td>Renovation of PSR Building Roof, replacement with new long span colored roof 0.60m THK Hi-Rib Profile (110mmH)</td>
<td>320 sqm</td>
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<td>12</td>
<td>Renovation of Reception Lobby at the Main Entrance of PSR Building Roof,</td>
<td>32 sqm</td>
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</table>

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct otherwise, if found to be false either during bid evaluation, post-qualification or the execution of the contract, the same shall give rise to the imposition of administrative sanctions and the forfeiture of bid security or the performance security posted consistent with section 69.1 and 69.2 of the revised Implementing Rules and Regulations of the Republic Act No. 9184.

**Company**: ______________________
**Name**: ______________________
**Address**: ______________________

**AUTHORIZED REPRESENTATIVE**:

**Signature**: ______________________
**Printed Name**: ______________________
**Position**: ______________________
**Date**: ______________________
SECTION VII: DRAWINGS

Architectural & Engineering Design Drawings
The Contractor shall receive the following checklist of Blueprint Plans including any revisions and refinements as approved by the NSC.

a) Architectural Plans
b) Structural Plans
c) Electrical Plans
d) Storm Drain, Sanitary and Plumbing Plans
e) Mechanical Plans
### SECTION VIII: BILL OF QUANTITIES

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost (PhP)</th>
<th>Bid Price (PhP)</th>
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<td>PART I. PRELIMINARIES &amp; GENERAL REQUIREMENTS</td>
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<td>Communication Equip. / Fees</td>
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**BIDDER’S UNDERTAKING**

I/WE, the undersigned bidder, having examined the Bidding Documents including the Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above-described items.

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

_______________________
Name of company (in print)

________________________________________________________
Print Name and Signature of Company Authorized Representative

_______________________
Name and Designation (In Print)
### Item Description

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<th>Line</th>
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<td>46</td>
<td>J</td>
<td>Water Consumption</td>
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</table>

### BIDDER’S UNDERTAKING

I/WE, the undersigned bidder, having examined the Bidding Documents including the Bid Bulletins, as applicable, hereby OFFER to
(supply/deliver/perform) the above-described items.

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

_______________________

Name of company (in print)

________________________________________________________

Print Name and Signature of Company Authorized Representative

________________________________________

Name and Designation (In Print)
### ANNEX X-A

**PSR Renovation and Extension Building Project at PSG Compound, Malacanang Park, Manila**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
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<th>Bid Price (PhP)</th>
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<td>53</td>
<td>- (DELIBERATELY LEAVE BLANK)</td>
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<td>PART II. CIVIL, MECHANICAL, ELECTRICAL, &amp; SANITARY/PLUMBING WORKS</td>
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<td>EARTHWORK</td>
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<td>1. Removal of Structures and Obstruction</td>
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<td>57</td>
<td>2. Structure Excavation (Soft Rock)</td>
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<td>3. Soil Stabilization (Slope Protection)</td>
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<td>4. Soil Poisoning (termite control)</td>
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<td>60</td>
<td>5. Damp proofing, Polyethylene Sheet</td>
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<td>61</td>
<td>6. Gravel fill</td>
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<td>FOOTINGS, COLS, BEAMS, SLAB (See Breakdown Spread Sheet E-File)</td>
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</tbody>
</table>

**BIDDER’S UNDERTAKING**

I/WE, the undersigned bidder, having examined the Bidding Documents including the Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above-described items.

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

Name of company (in print)

Print Name and Signature of Company Authorized Representative

Name and Designation (in Print)
### AN EXX X-A

#### Page 4 of 4

<table>
<thead>
<tr>
<th>Line</th>
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<td>GRAND TOTAL BID COST:</td>
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<td>PhP</td>
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</table>

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**BIDDER’S UNDERTAKING**

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**Name of company (in print)**

______________________________

Print Name and Signature of Company Authorized Representative

______________________________

Name and Designation (In Print)
# SECTION IX: BIDDING FORMS

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ANNEX NO.</th>
<th>PARTICULARS</th>
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<tbody>
<tr>
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<td><strong>Eligibility Documents:</strong></td>
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<td>Annex I</td>
<td>Statement of All Ongoing Government and Private Contracts, Including Contracts Awarded but not yet started if any, whether similar or not similar in nature</td>
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<tr>
<td>Annex I-A</td>
<td>Statement of Single Largest Completed equivalent to at least fifty (50%) of the total ABC of the project</td>
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<td>Annex II</td>
<td>Certificate of Net Financial Contracting Capacity (NFCC)</td>
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<td><strong>Technical Documents:</strong></td>
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<td>Annex III</td>
<td>Bid-Securing Declaration</td>
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<td>Annex IV</td>
<td>Technical Bid Form</td>
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<td>Annex V</td>
<td>Terms of Reference</td>
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<td>Annex VI</td>
<td>Affidavit of Undertaking</td>
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<td>Format Curriculum Vitae</td>
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<td>Certificate of Performance Evaluation</td>
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<td>Omnibus Sworn Statement</td>
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<td>Detailed Financial Bid Form</td>
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<td>Credit Line Certification</td>
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<td>Annex XII</td>
<td>Contract Agreement Form</td>
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</table>
ANNEX I

(BIDDER’S COMPANY LETTERHEAD)

PSR Renovation and Extension Building Project
PSG Compound, Malacañang Park, Manila

Bid Ref. No. NSC2020-001
Approved Budget for the Contract (ABC): PhP30,000,000.00

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

<table>
<thead>
<tr>
<th>NAME OF THE CONTRACT</th>
<th>DATE OF THE CONTRACT</th>
<th>CONTRACT DURATION</th>
<th>NATURE OF WORK</th>
<th>OWNER’S NAME AND ADDRESS</th>
<th>CONTRACTOR’S ROLE (whether sole contractor, subcontractor, or partner in a JV and percentage of participation)</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>TOTAL CONTRACT VALUE AT AWARD</th>
<th>DATE OF COMPLETION OR ESTIMATED COMPLETION TIME</th>
<th>TOTAL CONTRACT VALUE AT COMPLETION, IF APPLICABLE</th>
<th>PERCENTAGES OF PLANNED &amp; ACTUAL ACCOMPLISHMENTS, IF APPLICABLE</th>
<th>VALUE OF OUTSTANDING WORKS, IF APPLICABLE</th>
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</tbody>
</table>

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

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date
ANNEX I-A

(BIDDER’S COMPANY LETTERHEAD)

PSR Renovation and Extension Building Project
PSG Compound, Malacanang Park, Manila

Bid Ref. No. NSC2020-001
Approved Budget for the Contract (ABC): PhP30,000,000.00

Statement of Single Largest Completed Contract (SLCC) equivalent to at least Fifty Percent (50%) of the total ABC of the Project

<table>
<thead>
<tr>
<th>NAME OF THE CONTRACT</th>
<th>CONTRACT DURATION AND NATURE OF WORK</th>
<th>OWNER’S NAME AND ADDRESS</th>
<th>CONTRACTOR’S ROLE (whether sole contractor, subcontractor, or partner in a JV and percentage of participation)</th>
<th>TOTAL CONTRACT VALUE AT AWARD</th>
<th>DATE OF COMPLETION OR ESTIMATED COMPLETION TIME</th>
<th>DATE OF CONTRACT OR NOTICE TO PROCEED</th>
</tr>
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</tbody>
</table>

Copy of any of the following documents must be attached to this Statement:
1) Constructor’s Performance Evaluation Summary (CPES) Final Rating which must be Satisfactory, or
2) Owner’s Certificate of Acceptance, or
3) Owner’s Certificate of Completion

_______________________________________
Name of Company (in print)

_______________________________________
Signature of Company Authorized Representative

_______________________________________
Name & Designation (in print)

_______
Date
ANNEX II

(BIDDER’S COMPANY LETTERHEAD)

PSR Renovation and Extension Building Project
PSG Compound, Malacanang Park, Manila

Bid Ref. No. NSC2020-001
Approved Budget for the Contract (ABC): PhP30,000,000.00

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

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

<table>
<thead>
<tr>
<th></th>
<th>Current Assets</th>
<th></th>
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<tbody>
<tr>
<td>CA</td>
<td></td>
<td>Ph</td>
</tr>
<tr>
<td>Less:</td>
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<tr>
<td>CL</td>
<td>Current Liabilities</td>
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<td>Sub-total 1</td>
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<tr>
<td>X 15</td>
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<tr>
<td>Sub-total 2</td>
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<td>Ph</td>
</tr>
<tr>
<td>Less:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project</td>
<td>Ph</td>
</tr>
</tbody>
</table>

NFCC Ph

Issued this ______day of ______________, 2020.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

Notes:
1. The value of all outstanding or uncompleted contracts refers to those listed in Annex I.
2. The detailed computation must be shown using the required formula provided above.
3. The NFCC computation must at least be equal to the ABC of the project.
ANNEX III

REPUBLIC OF THE PHILIPPINES )
CITY OF ________________________ ) S.S.
\x------------------------------------\x

BID-SECURING DECLARATION

Invitation to Bid/Request for Expression of Interest No.1: [Insert reference number]

To: [Insert name and address of the Procuring Entity]

1. I/We2, the undersigned, declare that:

2. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

3. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration3, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

4. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:

   (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

   (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

   (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid4, and I/we have furnished the performance security and signed the Contract.

1 Select one and delete the other.
2 Select one and delete the other. Adopt same instruction for similar terms throughout the document.
3 Issued by the GPPB through GPPB Resolution 03-
4 Select one and delete the other
IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].
[Insert NAME OF BIDDER’S AUTHORIZED REPRESENTATIVE]
[Insert signatory’s legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No.02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. ______ and his/her __________________ No. _______ issued on ______ at ______.

Witness my hand and seal this __ day of [month] [year].

NAME OF NOTARY PUBLIC
Serial No. of Commission __________
Notary Public for ______ until ______
Roll of Attorneys No. ______
PTR No. __, [date issued], [place issued]
IBP No. __, [date issued], [place issued]

Doc. No. ___
Page No. ___
Book No. ___
Series of ___
## TECHNICAL BID FORM

PSR Renovation and Extension Building Project  
PSG Compound, Malacañang Park, Manila  

Bid Ref. No. NSC2020-001  
Approved Budget for the Contract (ABC): PhP30,000,000.00

**INSTRUCTION TO THE BIDDER:** Indicate “COMPLY” on every line under Bidder’s Statement of Compliance if Bidder can meet the required technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A “YES” OR “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”

<table>
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<tr>
<th>Technical Requirements</th>
<th>Bidder’s Statement of Compliance</th>
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<tr>
<td>Completion of works is within <strong>One Hundred Eighty (180)</strong> calendar days after receipt of the Notice of Proceed.</td>
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</table>

1. **PSR Extension Project:**  
   **Construction of 2-storey Extension Building at the open area of PSR Building site**  
   PSG Compound, Malacañang Park, Manila  
   Per Project’s Terms of Reference, Design and Development Drawings and Layout Plans/Drawings (provided in blueprint, photocopies and in PDF format (in CD).)

2. **PSR Renovation Project:**  
   **Renovation of Reception Lobby at Ground Floor**  
   PSG Compound, Malacañang Park, Manila  
   Per Project’s Terms of Reference, Design and Development Drawings and Layout Plans/Drawings (provided in blueprint, photocopies and in PDF format (in CD).)

**BIDDER’S UNDERTAKING**  
I/WE, the undersigned bidder, having examined the Bidding Documents including the Bid Bulletins, as applicable, hereby bid to (supply/deliver/perform) the above-described items.

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

_______________________

Name of company (in print)

________________________________________________________

Print Name and Signature of Company Authorized Representative
### NATIONAL SECURITY COUNCIL
#### TECHNICAL BID FORM

**PSR Renovation and Extension Building Project**  
PSG Compound, Malacañang Park, Manila

**Bid Ref. No. NSC2020-001**  
Approved Budget for the Contract (ABC): PhP30,000,000.00

**INSTRUCTION TO THE BIDDER:** Indicate “COMPLY” on every line under Bidder’s Statement of Compliance if Bidder can meet the required technical specifications and project requirements. **DO NOT LEAVE ANY BLANK. A “YES” OR “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”**

<table>
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<tr>
<th>Technical Requirements</th>
<th>Bidder’s Statement of Compliance</th>
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<tbody>
<tr>
<td>Completion of works is within <strong>One Hundred Eighty (180)</strong> calendar days after receipt of the Notice of Proceed.</td>
<td></td>
</tr>
</tbody>
</table>
| 3. PSR Renovation Project: *Renovation of Roof of PSR Building*  
PSG Compound, Malacañang Park, Manila  
Per Project’s Terms of Reference, Design and Development Drawings and Layout Plans/Drawings (provided in blueprint, photocopies and in PDF format (in CD).) |                                  |
| 4. PSR Renovation Project: *Renovation of Main Roof and Roof of Main Entrance of PSR Building*  
PSG Compound, Malacañang Park, Manila  
Per Project’s Terms of Reference, Design and Development Drawings and Layout Plans/Drawings (provided in blueprint, photocopies and in PDF format (in CD).) |                                  |

**BIDDER’S UNDERTAKING**

I/WE, the undersigned bidder, having examined the Bidding Documents including the Bid Bulletins, as applicable, hereby bid to (supply/deliver/perform) the above-described items.

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

**Name of company (in print)**

__________________________  
**Print Name and Signature of Company Authorized Representative**
## ANNEX IV

### NATIONAL SECURITY COUNCIL

**TECHNICAL BID FORM**

**PSR Renovation and Extension Building Project**

**PSG Compound, Malacañang Park, Manila**

**Bid Ref. No. NSC2020-001**

**Approved Budget for the Contract (ABC): PhP30,000,000.00**

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**INSTRUCTION TO THE BIDDER:** Indicate “COMPLY” on every line under Bidder’s Statement of Compliance if Bidder can meet the required technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A “YES” OR “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”

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<td>Completion of works is within <strong>One Hundred Eighty (180)</strong> calendar days after receipt of the Notice of Proceed.</td>
<td></td>
</tr>
</tbody>
</table>

5. Please indicate the brand and model number of the following:

   a) **Automatic Fire Sprinkler System**

   b) **Fire Detection and Alarm System**

   c) **Roughing-in Conduit for Master Antenna TV (MATV) System and Cable Television (CATV) System**

   d) **Roughing-in Conduit for Structured Cabling System**

   e) **Roughing-in Conduit for Public Address System PABX/Telephone System**

   f) **Roughing-in Conduit for Security System with Intrusion Detection and Alarm, CCTV and Access Control**

   g) **Roughing-in Conduit for Communication Cabinet for the Intermediate Distribution Frame**

---

**BIDDER’S UNDERTAKING**

I/WE, the undersigned bidder, having examined the Bidding Documents including the Bid Bulletins, as applicable, hereby bid to (supply/deliver/perform) the above-described items.

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

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**Name of company (in print)**

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<td>Completion of works is within <strong>One Hundred Eighty (180)</strong> calendar days after receipt of the Notice of Proceed.</td>
<td></td>
</tr>
<tr>
<td>h) Emergency Lights, twin head LED Lamps with Automatic Rechargeable Battery, Charging Pilot Light, Discharging Pilot Light, &amp; Error Pilot light</td>
<td></td>
</tr>
<tr>
<td>j) Other Equipment / System specified in the Plans &amp; Specs.</td>
<td></td>
</tr>
</tbody>
</table>

**BIDDER’S UNDERTAKING**

I/WE, the undersigned bidder, having examined the Bidding Documents including the Bid Bulletins, as applicable, hereby bid to (supply/deliver/perform) the above-described items.

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

_______________________
Name of company (in print)

_______________________
Print Name and Signature of Company Authorized Representative
**Technical Requirements if Awarded the Contract**

6. The Contractor shall submit a detailed program of work within fourteen (14) calendar days after the issuance of the Notice of Site Possession for approval by the procuring entity that shall include, among others:
   a) The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction;
   b) Periods for review of specific outputs and any other submissions and approvals;
   c) Sequence of timing for inspections and tests as specified in the contract documents;
   d) General description of the design and construction methods to be adopted;
   e) Number and names of personnel to be assigned for each stage of the work;
   f) List of equipment required on site for each major stage of the work; and
   g) Description of the quality control system to be utilized for the project

---

**BIDDER’S UNDERTAKING**

I/WE, the undersigned bidder, having examined the Bidding Documents including the Bid Bulletins, as applicable, hereby bid to (supply/deliver/perform) the above-described items.

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

Name of company (in print)

Print Name and Signature of Company Authorized Representative
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<table>
<thead>
<tr>
<th>Technical Requirements if Awarded the Contract (Upon Project Completion)</th>
<th>Bidder’s Statement of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion of works is within One Hundred Eighty (180) calendar days after receipt of the Notice of Proceed.</td>
<td></td>
</tr>
<tr>
<td>7. The Contractor shall include in the Contract Provisions the cost for professional consultancy, design and service for the following:</td>
<td></td>
</tr>
<tr>
<td>a) Soil Boring Test for two (2) Bore Pits;</td>
<td></td>
</tr>
<tr>
<td>b) Design for Micro Pile Sub-Foundation;</td>
<td></td>
</tr>
<tr>
<td>c) Design for Bored Pile Sub-Foundation; and,</td>
<td></td>
</tr>
<tr>
<td>d) Foundation Design to replace Isolated Footing Design;</td>
<td></td>
</tr>
<tr>
<td>8. The Contractor shall conduct Soil Test on two (2) Bore Pits and submit a Soil Boring Test Results, Seismic Analysis among others:</td>
<td></td>
</tr>
<tr>
<td>a) Standard Penetration Test Results;</td>
<td></td>
</tr>
<tr>
<td>b) Soil Bearing Capacity;</td>
<td></td>
</tr>
<tr>
<td>c) Sub-Surface Condition;</td>
<td></td>
</tr>
<tr>
<td>d) Liquefaction Potential;</td>
<td></td>
</tr>
<tr>
<td>e) Evaluation &amp; Recommendation for Sub-foundation;</td>
<td></td>
</tr>
<tr>
<td>f) Site Coefficients and Seismic Factors;</td>
<td></td>
</tr>
<tr>
<td>g) Graphical Log;</td>
<td></td>
</tr>
<tr>
<td>h) Summary Data from the Soil Penetration Test; and,</td>
<td></td>
</tr>
<tr>
<td>i) Summary of Computations for Soil Bearing Capacities;</td>
<td></td>
</tr>
</tbody>
</table>

BIDDER’S UNDERTAKING

I/WE, the undersigned bidder, having examined the Bidding Documents including the Bid Bulletins, as applicable, hereby bid to (supply/deliver/perform) the above-described items.

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

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Name of company (in print)

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Print Name and Signature of Company Authorized Representative
### Technical Requirements if Awarded the Contract

**Upon Project Completion**

<table>
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<tr>
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<tbody>
<tr>
<td>Completion of works is within <strong>One Hundred Eighty</strong> (180) calendar days after receipt of the Notice of Proceed.</td>
<td></td>
</tr>
<tr>
<td>9. <strong>Detailed Bored Pile Design Drawings, signed and sealed.</strong> The Contractor shall submit the following Detailed Design Drawings for Sub-Foundation Structure for</td>
<td></td>
</tr>
<tr>
<td>a) <strong>Bored Pile Type</strong>; and,</td>
<td></td>
</tr>
<tr>
<td>b) <strong>Micro Pile Sub-Foundation</strong>;</td>
<td></td>
</tr>
<tr>
<td>Alternative Matt Foundation Design to replace Isolated Footing;</td>
<td></td>
</tr>
<tr>
<td>10. <strong>As-built Drawings.</strong> The Contractor shall submit two (2) sets completely signed and sealed As-built Drawings, including tracing paper plot of the blueprints, also signed and sealed by respective Engineer-in-charge-of-construction.</td>
<td></td>
</tr>
</tbody>
</table>

### BIDDER’S UNDERTAKING

I/WE, the undersigned bidder, having examined the Bidding Documents including the Bid Bulletins, as applicable, hereby bid to (supply/deliver/perform) the above-described items.

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<tr>
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<td></td>
</tr>
<tr>
<td>11. <strong>Tagging Labels.</strong> Tags and labels where applicable for all electrical and electronic circuit board controllers, circuit breakers, panel boards, pump labels, valve switch tags,</td>
<td></td>
</tr>
<tr>
<td>13. <strong>Warranty Certificates for all equipment installed.</strong> Manufacturer’s Warranty Certificates in favor of NSC for all motors, electronic devices and equipment used, installed, Original certificate and two (2) sets photocopies compiled in clear book filer;</td>
<td></td>
</tr>
</tbody>
</table>

**BIDDER’S UNDERTAKING**

I/WE, the undersigned bidder, having examined the Bidding Documents including the Bid Bulletins, as applicable, hereby bid to (supply/deliver/perform) the above-described items.

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Print Name and Signature of Company Authorized Representative
### National Security Council

**ITB No. NSC2020-001**

**PSR Renovation and Extension Building Project**

PSG Compound, Malacañang Park, Manila

### ANNEX IV

Page 9 of 10

**NATIONAL SECURITY COUNCIL**

**TECHNICAL BID FORM**

**PSR Renovation and Extension Project**

PSG Compound, Malacañang Park, Manila

**Bid Ref. No. NSC2020-001**

Approved Budget for the Contract (ABC): PhP30,000,000.00

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<tr>
<td>Completion of works is within <strong>One Hundred Eighty (180)</strong> calendar days after receipt of the Notice of Proceed.</td>
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</tbody>
</table>

14. **End-User’s orientation.**

Apart from Testing and Commissioning, Contractor shall conduct End-User’s Product Orientation to be attended by NSC’s key personnel from Purchasing, Finance & General Services for the following:

- a) Automatic Fire Sprinkler System
- b) Air-Conditioning and Refrigeration System (all A/C Units must of the same brand)
- c) Equal-Pressure Tank System with Control Panel Board

The contractor shall also conduct end-user orientation for the rough-in and tapping points of the following:

- d) Master Antenna Television (MATV) System and Cable Television (CATV) System
- e) Structured Cabling System
- f) Public Address System
- g) PABX/Telephone System
- h) Fire Detection and Alarm System
- i) Security System with Intrusion Detection and Alarm, CCTV and Access Control
- j) Communication Cabinet for the Intermediate Distribution Frame

**BIDDER’S UNDERTAKING**

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<tr>
<th>Other Requirements</th>
<th>Bidder’s Statement of Compliance</th>
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<tr>
<td>Completion of works is within <strong>One Hundred Eighty (180)</strong> calendar days after receipt of the Notice of Proceed.</td>
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</tr>
<tr>
<td>15. The contractor shall participate in the joint inspection to be conducted by NSC representatives ON PROGRESS BILLING and UPON COMPLETION OF WORK prior to its acceptance.</td>
<td></td>
</tr>
<tr>
<td>The Inspection Team shall be composed of Two (2) NSC representatives and technical consultant/s of NSC.</td>
<td></td>
</tr>
<tr>
<td>16. The Bidder shall ensure that there are no overdue deliveries or unperformed services intended for NSC.</td>
<td></td>
</tr>
<tr>
<td>17. The Bidder shall ensure that they did not participate as a consultant in the preparation of the design or technical specifications of the Project subject of the bid.</td>
<td></td>
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**BIDDER’S UNDERTAKING**

I/WE, the undersigned bidder, having examined the Bidding Documents including the Bid Bulletins, as applicable, hereby bid to (supply/deliver/perform) the above-described items.

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Name of company (in print)

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Print Name and Signature of Company Authorized Representative
ANNEX V

TERMS OF REFERENCE

PSR RENOVATION AND EXTENSION BUILDING PROJECT

A. BACKGROUND

A.1 PROCURING ENTITY

The National Security Council (NSC) is the principal advisory body on the proper coordination and integration of plans and policies affecting national security (Executive Order 115, series of 1986; as amended by Executive Order No. 33, series of 1992; and Executive Order 34, series of 2001). Whether the NSC Proper or its Executive Committee convenes or not, the National Security Adviser and Director-General of NSC is expected to advise the President on matters affecting the security of the nation supported by the National Security Council (NSC).

The Presidential Situation Room (PSR) was activated pursuant to Administrative Order No. 2 series of 2010 under the management of the NSC. The PSR property in PSG Compound, Manila has an available open space at the back of the building for expansion.

The NSC, in order to effectively fulfill said mandate and facilitate the delivery of NSC’s core and support functions, has to expand its facilities for its growing needs, including the new normal and mitigating measures related to the CoVid19 pandemic.

A.2 PROJECT OVERVIEW/OBJECTIVES

The NSC intends to renovate and expand the existing PSR Building.

Objectives of the project:

- To construct a two-storey extension building adjacent to the existing PSR building complete with all necessary facilities such as airconditioned systems, electrical systems, toilet facilities, meeting areas and assembly areas.
- To renovate the existing PSR building.

A.3 PROJECT SCOPE

Bidders shall comply with the following:

A.3.1 The implementation of the extension project shall be at the PSR building located at the PSG Compound, Manila.

A.3.2 The project is a 2-storey building with approximately 600 sqm office space, toilets, storage rooms, meeting rooms on a 300 sqm building foot print.

A.3.3 The construction of the extension building shall be implemented to include the following essential components: Architectural, Structural, Fire Protection, Electrical Power, Plumbing and Sanitary facilities, equipment, electronic systems, information and communication technology equipment, and appurtenances.

A.3.4 The commissioning and turnover of the extension building shall include training on the use of all mechanical, electromechanical, sanitary pumps, electrical controls, emergency power system, power switches, plumbing and sanitary valves, fixtures and fittings and appurtenances.
A.3.5 The project shall be covered by warranties, maintenance and support service for all the building components and systems installed for a period of one (1) year from the date of its final acceptance and turn over to address defects and ensure stability of all the systems installed under the terms and conditions of the Retention Clause of the contract.

B. PROJECT ESTIMATES

B.1 APPROVED BUDGET COST

The NSC intends to apply the sum of THIRTY MILLION PESOS AND ZERO CENTAVOS (PhP30,000,000.00) being the Approved Budget for the Contract (ABC) of the project inclusive of all applicable taxes.

C. BID REQUIREMENT

The NSC shall select a qualified CONTRACTOR for the construction renovation project with warranties.

C.1 Building Construction Renovation of Facilities with Ancillary Facilities, Systems Requirements

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>QUANTITY / OUTPUT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2-Storey mixed construction (RC, Steel, etc) ON 11M X 28M building footprint area (approx.).</td>
<td>580 sqm approx.</td>
</tr>
<tr>
<td>2</td>
<td>Mechanical AC System and Ventilating Fans/motors</td>
<td>See Plans</td>
</tr>
<tr>
<td>3</td>
<td>Water Pumps and Motors with controls for the Plumbing Sanitary Systems with equal-pressure water pump system</td>
<td>See Plans</td>
</tr>
<tr>
<td>4</td>
<td>Electrical System with Circuit breakers, Controls and Switches, Outlets with Grounding System</td>
<td>See Plans</td>
</tr>
<tr>
<td>5</td>
<td>Fire Protection System, Fire Sprinklers, Fire Hose Cabinets</td>
<td>See Plans</td>
</tr>
<tr>
<td>6</td>
<td>Soil Bearing Capacity Investigation with 2-borehole test pits to be conducted as part of Preliminary Site Preparation Phase to verify actual requirement of Micro Pile Sub-Foundation Supports</td>
<td>1 - Soil Investigation report signed by Prof. Registered Geologist</td>
</tr>
<tr>
<td>7</td>
<td>Micro-pile Construction Supply and Installation - preliminary activity prior to construction renovation works, as part of sub-foundation works.</td>
<td>Sub-Foundation Plan as per recommendation with documented proof of construction installation procedures done</td>
</tr>
<tr>
<td>8</td>
<td>Contractor’s CoViD Mitigating Measures and Guidelines to be implemented on site (with Safety Officer staffing included in the Manning Schedule and Organizational Chart), and monitored by NSC</td>
<td>3 copies - Construction Safety Plan</td>
</tr>
<tr>
<td>9</td>
<td>Labels and manuals for all electrical and electronic circuit board controllers, circuit breakers, panel boards, pump labels, valve switch tags, Standard Operational Procedure report</td>
<td>3 copies – Manual in 3-ring binder book / tags and labels where applicable</td>
</tr>
</tbody>
</table>
D. SCHEDULE OF PROJECT COMPLETION

The PSR renovation and extension project to include the supply, construction and installation of the architectural, structural, electrical, plumbing & sanitary, HVAC mechanical, fire protection system shall be completed within Six (6) Months or One Hundred Eighty (180) calendar days upon issuance of corresponding Notice to Proceed (NTP).

E. NON-ASSIGNMENT OF CONTRACT

This AGREEMENT, and/or any of the payments to be made in accordance herewith, shall not be assigned in whole by the Contractor to a third party.

F. REMUNERATION AND TERMS OF PAYMENT

The winning bidder shall be paid following this schedule:

<table>
<thead>
<tr>
<th>Schedule of Payment</th>
<th>Output / Milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>15% of Total Contract Price (TCP)</td>
<td>Upon issuance and receipt of Notice to Proceed (NTP)</td>
</tr>
<tr>
<td>25% of Total Contract price (TCP)</td>
<td>Upon submission of equivalent Statement of Work Accomplished (SWA) after 2 months from receipt of NTP. The ten percent (10%) retention fee shall be deducted.</td>
</tr>
<tr>
<td>25% of Total Contract price (TCP)</td>
<td>Upon submission of equivalent Statement of Work Accomplished (SWA) after 4 months from receipt of NTP. The ten percent (10%) retention fee shall be deducted.</td>
</tr>
<tr>
<td>35% of Total Contract Price (TCP)</td>
<td>Upon submission of equivalent Statement of Work Accomplished (SWA) after 6 months from receipt of NTP and submission of Certification of 100% Completion of Project and Passing the Functionality Test to be administered by the BAC-TWG and witnessed by the BAC. The ten percent (10%) retention fee shall be deducted.</td>
</tr>
<tr>
<td>10% Retention Fee for every progress payment. Progress payment starts on the second payment schedule</td>
<td>Retention Fee to be released after one (1) year from the date of project completion, Issuance of Certificate final acceptance and Turn Over.</td>
</tr>
</tbody>
</table>

G. PENALTY CLAUSE

In case of failure to complete the project within the time specified, a penalty of one-tenth of one percent (1/10 of 1%) of the total contract price for every day of delay shall be imposed.
It is construed that the PSR Building Expansion Project shall be made and completed within the aforesaid number of days from the date of the issuance of the Notice to Proceed (NTP).

H. SUSPENSION OF WORK
The procuring entity may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The contractor may apply force majeure on their part of the work suspended due to inclement weather and or other fortuitous circumstances not due to the fault of the contractor and justifiable by environmental factors and outside forces beyond their control subject to NSC’s approval. The contractor shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage. The contractor shall seek from NSC an approved Certificate of adjustment of delivery schedule sixty (60) days but not less than thirty (30) days from scheduled delivery date.

Prepared by:

TWG MEMBERS:

FEDERICO HERIBERTO C. DE LA LLANA
National Security Specialist V, ICTD

VLADIMIR G. FELIX
National Security Specialist V, IMO-PSR

EDWIN A. SERVIGON
National Security Specialist V, Budget

CHRISTOPHER S. ACIERDA
National Security Specialist IV, Gen. Service

Joselito B. De Guzman
National Security Specialist III, IMO-PSR

CONSULTANTS:

Architect Columbus Cordova

Architect Joel Fernandez

Approved by:

FILONILA D. BALITAAN
Assistant Director General, GASO & Chairman, Bids and Awards Committee
ANNEX VI

(BIDDER'S COMPANY LETTERHEAD)

Affidavit of Undertaking for the Project’s Terms of Reference and Layout/Plans

I/We, ______________________________________________________, of legal age, after having been duly sworn in accordance with law, hereby depose and state that:

1. I/We am/are the bidder/s in the Project: PSR Renovation and Extension Building Project at PSG Compound Malacanang Park, Manila per Bid Reference No. NSC2020-001.

2. I/We declare that I have read each and every page of the above-stated Project’s Terms of Reference for PSR Renovation and Extension Building Project at PSG Compound Malacanang Park, Manila.

3. I/We understand that having issued this Affidavit of Undertaking, we conform to the requirements of the above-stated Project’s Terms of Reference for the PSR Renovation and Extension Building Project at PSG Compound Malacanang Park, Manila and that, in the event that the contract for the Project is awarded to us, we undertake to complete and accomplish our obligations in accordance with, among other terms and conditions, the said Terms and Reference including Layout Plans/Drawings.

4. This Affidavit forms part of our Technical Bid for the above-mentioned Project.

I. I/We are executing this Affidavit to attest to the truth of the foregoing facts.

IN WITNESS WHEREOF, we have hereunto set our hands and affix my/our signature/s on this ____ day of ______________________20__, in__________________City.

_____________________________________________
(Name and Signature of Affiant/Bidder's Authorized Representative)

_________________________________________________________
Position in the Company

BEFORE ME, appear the person/s of ______________________________________
presenting the above Affidavit of Undertaking, who is/are personally known to me or identified by me through competent evidence of identity as defined by the Notarial Rules as the person/s who signed the document and in my presence taken an oath or affirmation before me as to such document.

WITNESS MY HAND AND SEAL, this ___ day of ______20__, in ____________________.

NOTARY PUBLIC

Doc. No. __________
Page No. __________
Book No. __________
Series of __________
ANNEX VII

FORMAT OF CURRICULUM VITAE (CV)

Proposed Position: __________________________________________________
Name of Firm: ______________________________________________________
Name of Staff: ______________________________________________________
Profession: _________________________________________________________
Date of Birth: _______________________________________________________
Years with Firm/Entity:_________________ Nationality:___________________
Membership in Professional Societies:__________________________________
Detailed Tasks Assigned:______________________________________________

Key Qualifications:

(Give an outline staff member’s experience and training most pertinent to tasks on project. Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations. )

Education:

(Summarize college/University and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained.)

LIST OF ASSIGNED PROJECTS:

<table>
<thead>
<tr>
<th>Name of Client</th>
<th>Title of Contract</th>
<th>Date of Award</th>
<th>Type and Brief Description of the project</th>
<th>Amount of Contract</th>
<th>Duration of Contract</th>
<th>Date of Completion</th>
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</tbody>
</table>

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____________________
Name and Signature of Staff Member
Date

_____________________
Name and Signature of Bidder’s Authorized Representative
ANNEX VIII

(BIDDER’S CLIENT’S LETTERHEAD)

CERTIFICATE OF PERFORMANCE EVALUATION

Issued by Bidder’s Completed Single Largest Contract Client as indicated in the submitted Annex I-A

“Must show rating of at least Satisfactory”

This is to certify that (NAME OF BIDDER), has contracted and performed with our company/agency the (Name of CONTRACT/WORKS).

Based on our evaluation, we give (NAME OF BIDDER), a rating of;

- [ ] EXCELLENT
- [ ] VERY SATISFACTORY
- [ ] SATISFACTORY
- [ ] POOR

level of performance throughout the term of the contract based on the following performance criteria

1) Quality of service delivered;
2) Time management;
3) Management and suitability of personnel;
4) Contract administration and management; and
5) Provision of regular progress reports.

This Certification shall form part of the Technical Documentary Requirements in line with (Name of Bidder) participation in PSR Renovation and Extension Building Project at PSG Compound, Malacanang Park, Manila.

Issued this _______ day of __________ 20___, in __________, Philippines

_________________________________________________  ________________________________
Name of Company (Bidder’s Client)   Full Name of Authorized Representative

_________________________________________________
Address

___________________________  ________________________________
Signature of Authorized Representative

___________________________    _______________________________
Tel. No./Fax      E-mail Address
ANNEX IX

OMNIBUS SWORN STATEMENT

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

A F F I D A V I T

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

1. Select one, delete the other:

If a sole proprietorship: I am the sole proprietor of (Name of Bidder) with office (Address of Bidder);

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized Representative of (Name of Bidder) with office address at (address of Bidder):

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor of (Name of Bidder), I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for (Name of the Project) of the National Security Council;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the (Name of Bidder) in the bidding as shown in the attached (state title of attached document showing proof of authorization (e.g. duly notarized Secretary’s Certificate issued by the corporation or the members of the joint venture));

3. (Name of Bidder) is not “blacklisted” or barred from bidding the Government of the Philippines or any of its agencies, offices, corporations, or Local government Units, foreign government/foreign or international financing institutions whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. (Name of Bidder) is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. Select one, delete the rest:

If a sole proprietorship: I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the Head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
If a partnership or cooperative: None of the officers and members of (Name of Bidder) is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

7. (Name of Bidder) complies with existing labor laws and standards; and

8. (Name of Bidder) is aware of and complies with the responsibilities of a prospective and eligible bidder;

9. (Name of Bidder) did not give or pay directly or indirectly, any commission, amount, fee or any form of consideration, pecuniary or otherwise, to any person of official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this ______ day of ___________, 2019 at ________________________________, Philippines.

______________________________
Bidder’s Rep/Authorized Signatory

J U R A T
**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>ABC (PhP)</th>
<th>BID PRICE (PhP)</th>
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<tbody>
<tr>
<td>PSR Renovation and Extension Building Project</td>
<td>1 Lot</td>
<td>30,000,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Total Bid Price (amount in Words)

______________________________________________________________________________

______________________________________________________________________________

**Note:**
Bidder to submit /attach together with this Financial Bid Form (Annex X) the following:
a) Detailed Financial for the Goods component of the project (Annex X-A)

**BIDDER’S UNDERTAKING**

I/WE, the undersigned bidder, having examined the Bidding Documents including the Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above-described items.

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

_______________________
Name of company (in print)

_______________________
Print Name and Signature of Company Authorized Representative

_______________________
Name and Designation (In Print)
## LOT 1: PSR EXTENSION PROJECT

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
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</tr>
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<tbody>
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<td>1.</td>
<td>PRELIMINARIES &amp; GENERAL REQUIREMENTS</td>
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<td>3.</td>
<td>Crew Transportation</td>
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<td>4.</td>
<td>Staff Transportation – Common Staff</td>
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<td>5.</td>
<td>Staff Transportation - Direct Staff</td>
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<td>6.</td>
<td>Freight of Const’n Eqpt &amp; Temfacil / Insurance</td>
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<td>7.</td>
<td>Permits, License &amp; Clearances</td>
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<td>8.</td>
<td>Payment</td>
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<td>9.</td>
<td>Performance</td>
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<td>10.</td>
<td>CARI</td>
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<td>11.</td>
<td>MANAGEMENT (COMMON STAFF) [CC 01110]</td>
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<tr>
<td>12.</td>
<td>Salary and Overtime</td>
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<td>13.</td>
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<td>14.</td>
<td>Fringe Benefits</td>
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<td>15.</td>
<td>RENTAL, TOOLS, FUEL &amp; REPAIR &amp; MAINTENANCE</td>
<td>(See breakdown Spread Sheet E-File)</td>
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<td>SECURITY / SAFETY / COMMUNICATION &amp; OFFICE SUPPLY [CC 01600]</td>
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<td>17.</td>
<td>Security</td>
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<td>18.</td>
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<tr>
<td>19.</td>
<td>Communication Equip. / Fees</td>
<td></td>
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</tr>
</tbody>
</table>

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Name of company (in print)

Print Name and Signature of Company Authorized Representative

_______________________
Name and Designation (In Print)
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<thead>
<tr>
<th>Item</th>
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<td>Computerization</td>
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<td>Site / Camp Operation &amp; Maintenance</td>
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<td>Traffic Management</td>
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<td>27</td>
<td>Power Consumption (Generator/Water/Fuel)</td>
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<td>30</td>
<td>Temporary Facilities Cost</td>
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</table>

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</table>

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Name of company (in print)

Print Name and Signature of Company Authorized Representative

Name and Designation (In Print)
### ANNEX X-A
Page 4 of 4

<table>
<thead>
<tr>
<th>Item</th>
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<td>2.0 LOT 2: RENOVATION OF PSR BLDG. MAIN ROOF &amp; CARPORT CONC. CANOPY</td>
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<td>82</td>
<td>3.0 LOT 3: RENOVATION OF PSR BLDG RECEPTION LOBBY (GROUND FLOOR)</td>
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<td>(See breakdown Spread Sheet E-File)</td>
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<td>- (DELIBERATELY LEAVE BLANK) -</td>
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<td>4.0 ANCILLARY REQUIREMENTS</td>
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<td>86</td>
<td>4.1 SOIL BORING TEST WITH GEOL. REPORT</td>
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<td>(See breakdown Spread Sheet E-File)</td>
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<td>88</td>
<td>4.2 MICRO-PILE/BORRED PILE WORKS</td>
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<td>4.3 MANUALS, POST-CONSTN. TURN-OVER</td>
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<td>(See breakdown Spread Sheet E-File)</td>
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<td>92</td>
<td>5.0 BID COST SUMMARY</td>
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<td>93</td>
<td>5.1 SUB-TOTAL: LOTS 1.0 TO 4.0</td>
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<td>94</td>
<td>5.2 CONTINGENCY</td>
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<td>95</td>
<td>5.3 TAXES</td>
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<td>96</td>
<td>5.4 GRAND TOTAL BID COST:</td>
<td>PhP</td>
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### BIDDER’S UNDERTAKING

I/WE, the undersigned bidder, having examined the Bidding Documents including the Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above-described items.

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

_____________________
Name of company (in print)

________________________________________________________
Print Name and Signature of Company Authorized Representative

________________________
Name and Designation (In Print)
ANNEX XI

CREDIT LINE CERTIFICATE

Date: ___________________

Name of the Head of the Procuring Entity
Name of the Procuring Entity
Address of the Procuring Entity

CONTRACT/PROJECT : ___________________________________
COMPANY/FIRM : ___________________________________
ADDRESS : ___________________________________

BANK/FINANCING INSTITUTION: ___________________________
ADDRESS : _______________________________________________
AMOUNT : _______________________________________________

This is to certify that the above Bank/Financing Institutions with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award such line of credit shall be maintained for one hundred twenty (120) calendar days from the date of opening of bids.

This Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and signature of Authorized Financing Institution Officer:

Official Designation

Concurred By:

Name & Signature of (Supplier/Distributor/Manufacturer/Contractor’s

Authorized Representative: __________________________________
Official Designation

Note: The Amount committed should be machine validated.
ANNEX XII

CONTRACT AGREEMENT FORM

THIS AGREEMENT made the ________ day of ________ 2020 between NATIONAL SECURITY COUNCIL of the Philippines (hereinafter called “the Procuring Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum on [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to then in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

(a) the Bid Form and the Price Schedule submitted by the Bidder;
(b) the Schedule of Requirements;
(c) the Technical Specifications;
(d) the Omnibus Sworn Statement;
(e) the General Conditions of Contract; and
(f) the Entity’s Notification of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by ________________ the ____________ (for the Entity)

Signed, sealed, delivered by ________________ the ____________ (for the Supplier)
Approved by:

FILONILA D. BALITAAN  
Assistant Director-General, GASO and  
Chairman, Bids and Awards Committee

RICHELIEU RAYMUND C. REMANDABAN  
Director III, SPD  
BAC Vice Chairman

MA. VICTORIA C. CASTRO  
Asst. Director General, IMO  
BAC Member

RUPERTA T. SALVANERA  
Director IV, FSS  
BAC Member

ATTY. REYNALDO V. OLA-A  
Director IV, Legal  
BAC Member

MA. LOURDES V. SANTELICES  
Director III, SMS  
Provisional Member for Infrastructure