

PHILIPPINE BIDDING DOCUMENTS

Procurement of Services of a Contractor for the Fit-Out Construction for the Construction Industry Authority of the Philippines' Leased Office Space in NAPOLCOM Building, Sen. Gil Puyat Ave., Makati City - Reposting

**Government of the Republic of the
Philippines**

IB No. 2024-02-009

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Invitation to Bid For Procurement of a Services of Contractor for the Fit-Out Construction for the Construction Industry Authority of the Philippines' Leased Office Space in NAPOLCOM Building, Sen. Gil Puyat Avenue, Makati City - Reposting

1. The *Construction Industry Authority of the Philippines (CIAP)*, through the *FY 2024 General Appropriations Act* and *CIAC Trust Receipts* intends to apply the sum of *Thirty Million Eight Hundred Sixty-Six Thousand Four Hundred Eighty-Five Pesos (Php 30,866,485.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Procurement of Services of a Contractor for the Fit-Out Construction for the Construction Industry Authority of the Philippines' Leased Office Space in NAPOLCOM Building, Sen. Gil Puyat Avenue, Makati City* under *Invitation to Bid (IB) No. 2024-02-009*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *CIAP* now invites bids for the above Procurement Project. Completion of the Works is required *five months from the issuance of Notice to Proceed*. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *CIAP* and inspect the Bidding Documents at the address given below from *8:00AM to 5:00PM (Monday to Friday)*.
5. A complete set of Bidding Documents may be acquired by interested bidders on *19 February 2024* from given address and website/s below.
6. The *CIAP* will hold a Pre-Bid Conference on *27 February 2024, 2:00PM* through videoconferencing/webcasting via *Microsoft Teams*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before *12 March 2024, 12:00PM*. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in *ITB* Clause 16.
9. Bid opening shall be on *12 March 2024, 2:00 PM* through *Microsoft Teams*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

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

11. For further information, please refer to:

THE SECRETARIAT

Bids and Awards Committee

Construction Industry Authority of the Philippines

4th Floor Room 410, Executive Building Center

369 Sen. Gil J. Puyat Ave., cor. Makati Ave., Makati City

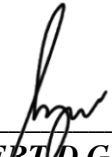
Telephone No.: (02)8986-4507 / (63)917-855-7198

E-mail: bac_ciap@construction.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: http://construction.gov.ph/invitation_to_bid/

19 February 2024



ATTY. HERBERT D.G. MATIENZO
Chairperson, CIAP Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Construction Industry Authority of the Philippines* invites Bids for the *Procurement of Services of a Contractor for the Fit-Out Construction for the Construction Industry Authority of the Philippines' Leased Office Space in NAPOLCOM Building, Sen. Gil Puyat Ave., Makati City - Reposting*, with Project Identification Number *IB No. 2024-02-009*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2024* in the amount of *Thirty Million Eight Hundred Sixty-Six Thousand Four Hundred Eighty-Five Pesos (₱30,866,485.00)*

2.2. The source of funding is the *National Expenditure Program* for FY 2024.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

7. Subcontracts

- 7.1. The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and

specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

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

14. Bid and Payment Currencies

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

14.2. *Payment of the contract price shall be made in:*

- a. Philippine Pesos.

15. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid until 120 calendar days from the date of the opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. **Deadline for Submission of Bids**

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

18. **Opening and Preliminary Examination of Bids**

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

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

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

19. **Detailed Evaluation and Comparison of Bids**

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

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

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

20. **Post Qualification**

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

21. **Signing of the Contract**

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Renovation/ Fit-out/ Construction of Commercial Office Buildig with Equipment Furniture and Fixture (EFF)</i>
7.1	<i>No further instructions</i>
10.3	<i>No further instructions</i>
10.4	The following key personnel must meet the required minimum of three (3) years of experience: a. Project Manager b. Foreman c. Safety Officer
10.5	The Contractor is knowledgeable and has a line-up of equipment necessary, whether leased or owned to finish the fit-out project The Contractor must submit his/her list of equipment units to be used for the project, categorized into owned, leased and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/ vendor for the duration of the project.
12	<i>No further instructions</i>
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than <i>Six Hundred Seventeen Thousand Three Hundred Twenty-Nine 7/100 (Php 617,329.7)</i> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than <i>One Million Five Hundred Forty-Three Thousand Three Hundred Twenty-Four 25/100 (Php 1,543,324.25)</i> if bid security is in Surety Bond.
19.2	Partial bid is not allowed
20	<i>The Contractor must be duly registered with the Philippine Contractors Accreditation Board (PCAB) of at least Small "B" in Building and Industrial Plant. The PCAB license must be valid and effective at the time of submission of bid.</i>
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

2. **Sectional Completion of Works**

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

3. **Possession of Site**

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

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

4. **The Contractor's Obligations**

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

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

5. **Performance Security**

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	<i>No further instructions</i>
4.1	<i>Schedule of delivery of the possession of the site to the Contractor upon issuance of Notice to Proceed</i>
6	<i>No further instructions</i>
7.2	<i>In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years.</i>
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>five (5) calendar days</i> of delivery of the Notice of Award.
11.2	<i>No further instructions</i>
13	<i>The amount of the advance payment shall not exceed 15% of the contract price.</i>
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The date by which operating and maintenance manuals are required is <i>before payment of remaining contract price.</i> The date by which "as built" drawings are required is <i>before payment of remaining contract price.</i>
15.2	<i>No further instructions</i>

Section VI. Specifications

TECHNICAL SPECIFICATIONS

PROCUREMENT SERVICES OF A CONTRACTOR FOR THE FIT-OUT CONSTRUCTION FOR THE CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES' LEASED OFFICE SPACE IN NAPOLCOM BUILDING, SEN. GIL PUYAT AVENUE, MAKATI CITY - REPOSTING

I. Background

The Construction Industry Authority of the Philippines (CIAP), an attached agency of the Department of Trade and Industry, is central authority in the Philippine construction industry in the forefront of construction industry policy and program formulation, development, and implementation. CIAP spearheads initiatives for the growth of the construction industry, through regulation, human resource capacity building, dispute resolution and domestic and overseas program development.

The Construction Industry Authority of the Philippines (CIAP) and its Implementing Boards seek to undertake fit-out and leasehold improvement of the leased office space at the NAPOLCOM Building located at Sen. Gil Puyat Avenue, Makati City.

The fit-out is needed to provide: (1) storage spaces located at the NAPOLCOM Building basement, (2) office space for the CIAP and its Implementing Board that can accommodate its increasing number of employees and other personnel, (3) reception and lobby spaces that can accommodate the CIAP's external stakeholders, and (4) venue for program capacity-building activities for various stakeholders, including conduct of dispute resolutions, stakeholder and board meetings.

II. Scope of Work

The Contractor is required to perform the following scope of works and provide the deliverables in accordance with the approved plans and specifications:

Item	Scope of Work (See Details are indicated in the Bill of Quantities)	Statement of Compliance (Put “√” to comply or “X” to not comply)
A.I	General Requirements	
	1. Mobilization / Demobilization 2. Health and safety 3. Cleaning, Clearing, Hauling, and Disposal Works 4. As-Built Plans	
	5. Temporary Facilities (including power and water utilities)	c/o Procuring Entity
A.II	Other General Requirements	
	1. Building Administration Fees, Permits and Clearances, and Bonds	
B.	Civil Works	
B.1.	Dismantling and Demolition Works	
B.1.1	Dismantling of existing floor treatment to accommodate the new floor finish	
B.1.2.	Demolition of existing partitions as affected by the new layout and design	
B.1.3.	Dismantling of existing ceiling treatment to accommodate the new ceiling finish	
B.2.	Interior Architectural Work at Specified Leased Area	
	1. Floor Finishing Works 1.1. Dismantling and Stripping Works on Existing Floor Finishes 1.2. Supply, Delivery and Installation on New Vinyl Tiles, Polished and Matte Homogenous Tiles 1.3. Supply and installation of Heavy duty epoxy paint finish with self-levelling cement base	

Item	Scope of Work (See Details are indicated in the Bill of Quantities)	Statement of Compliance (Put “√” to comply or “X” to not comply)
	<ul style="list-style-type: none"> 1.4. Waterproofing works (Pantry Area) 1.5. Provision of Floor Outlet Cover 2. Wall Finishing Works <ul style="list-style-type: none"> 2.1. Stripping Works on Existing Wall Finishes 2.2. New Painting Works 2.3. New Cement Finish Works 2.4. Supply, delivery and installation of frosted glass walls, and painted glass panels as whiteboards 2.5. Supply, Delivery and Installation of New Vinyl Baseboard 3. Cabinetry <ul style="list-style-type: none"> 3.1. Supply and installation of cabinets, where specified 4. Partition Works <ul style="list-style-type: none"> 4.1. Dismantling and Demolition Works 4.2. Supply, Delivery and Installation of Partition Walls 5. Ceiling Works <ul style="list-style-type: none"> 5.1. Replacement of ceiling Boards 5.2. Rehabilitation Works on Drop Ceiling System 6. Doors and Hardwares <ul style="list-style-type: none"> 6.1. Supply, Delivery and Installation of New Laminated, Glass, Sliding Doors, where specified 7. Masonry Works <ul style="list-style-type: none"> 7.1. Supply and Installation on washroom 8. Logo, Signages and Other Fixtures <ul style="list-style-type: none"> 8.1. Supply of CIAP logo, signages and Other Fixtures: <ul style="list-style-type: none"> a. CIAP and its Implementing Boards Logo b. Evacuation Plan c. Fire Extinguisher Signage d. Fire Extinguisher Stand e. Hand Dryer f. Bathroom/Pantry Mirror g. Medicine Cabinet h. Towel and Clothing Rack i. Safety Mirror (Half-dome type) j. Safety Mirror (Quarter-dome type) 	

Item	Scope of Work (See Details are indicated in the Bill of Quantities)	Statement of Compliance (Put “√” to comply or “X” to not comply)
	9. Delivery and Installation of CIAP and its Implementing Boards, signages and other fixtures	
B.3.	Sanitary/Plumbing Works	
	1. Supply, Delivery and Installation of Fixtures at Pantry <ul style="list-style-type: none"> a. Pantry Sink b. Pantry Faucet c. Water Closet d. Urinal e. Lavatory f. Lavatory Faucet g. Toilet Paper Holder h. Robe Hook 2. Provision of Drainage for Portable Air Conditioning Unit at Electrical and Data Room	
B.4	Electrical Works	
	1. Supply, Delivery and Installation of Electrical Fixtures <ul style="list-style-type: none"> 1.1. LED Lighting Fixture 1.2. LED Panel Light 1.3. LED Exit Light Signage 1.4. LED Emergency Light 1.5. KED with Vaporproofing Housing 	
B.5	Fire Detection Alarm System (FDAS) Works	
	1. Supply, Delivery, Installation and Testing of New Smoke Detectors <ul style="list-style-type: none"> 1.1. Supply of New Smoke Detectors 1.2. Delivery, Installation and Testing of New Smoke Detectors 2. Supply, Delivery, and Installation of New Fire Extinguisher (Ceiling Mount-Type) <ul style="list-style-type: none"> 2.1. Supply of New Fire Extinguisher 2.2. Delivery and installation of New Fire Extinguisher 	
C.	Furniture and Fixtures	

Item	Scope of Work (See Details are indicated in the Bill of Quantities)	Statement of Compliance (Put “√” to comply or “X” to not comply)
C.1	Work Stations, Chairs and Free Standing Furniture	
	1. Supply, delivery and installation of work stations, ergonomic chairs, and free standing furniture (see Bill of Quantities)	

All courses of action pertaining to the fit-out construction procedures and discrepancies of the Project shall be fully coordinated with the authorized representative/s of the Procuring Entity (the “End-User”). Unused and remaining items of consumables stated in this Project shall be surrendered to the End-User for proper storage and safekeeping.

Philippine Codes, Standards and Other Guidelines

With respect to the actual fit-out construction, applicable laws, implementing rules and regulations and amendments (if any) prescribed by the government and/or embodied in the following shall be observed, but not limited to:

- National Building Code of the Philippines
- The Labor Code of the Philippines
- The Fire Code of the Philippines
- Occupational Safety and Health Standards
- Applicable Local Regulations and Ordinances

III. Duties and Responsibilities

A. The Contractor shall perform the following functions and responsibilities:

All works and activities necessary for this Project shall be performed to the highest standard of quality and workmanship in accordance to the fullest intent and meaning of the plans and specifications unless otherwise specified. All items, components, parts, materials, supplies and equipment for this Project shall be approved by the End-user prior to its delivery and installation.

All materials for the fit-out construction and finishes shall be new, non-toxic, non-volatile, non-flammable (treated with fire retardant if so required), non-

carcinogenic, nonabrasive and should be ensured to pose no danger before, during and after the completion of the

Project. All materials shall come from legal and sustainable sources.

All items, components, parts, materials, supplies and equipment specified herein shall be brand new, compatible and integrated with the existing CIAP design, infrastructure and facilities

1. Inspect, examine, review and verify the proposed layout, technical specifications, actual site conditions, affected facilities and obtain all information necessary to ensure proper execution of the Project;
2. Ensure all necessary works are performed in accordance with the Bill of Quantities (Annex "A") and Proposed Layout/Drawings (Annex "C") of the Project;
3. Ensure all materials and deliverables have equivalent or higher quality standard and specifications to the existing infrastructure, materials, property and equipment of CIAP;
4. Ensure all items, components, parts, materials, supplies and equipment are compatible and integrated with the existing CIAP design, infrastructure and facilities;
5. Ensure that the necessary documents (e.g., gate passes, work permits, job hazard analysis, list of personnel & equipment) are in place prior to performing the works and activities of the Project;
6. Attend meetings concerning the fit-out construction of the project as needed;
7. Provide all the necessary materials, tools and equipment for the fabrication, installation and completion of the Project;
8. Perform the necessary work during weekends (Saturdays and Sundays) from 8:00 AM to 8:00 PM and/or weekdays (Monday to Friday) from 9:00 AM to 10:00 PM, subject to proper coordination and approval by the End-user;
9. Ensure that all activities that could have hazardous effects (e.g., drilling/noisy works, paint dust and smell, path obstructions, etc.) shall be minimal to avoid disturbances to other building tenants and possible accidents;
10. Always maintain a clean work area after every workday and contain all debris and generated wastes prior to disposal for proper coordination with the End-User;
11. Surrender all unused and remaining items/consumables to the End-user for proper accounting, storage and safekeeping;
12. Submit the required documents as stated in Section VI to the End-user for proper filing;
13. Notify and inform the End-user on the conduct of testing and commissioning works to ensure all installed items are in good working condition;
14. 14. Conduct a joint inspection / punch listing activity with the End-user to ensure satisfactory work have been rendered;

15. Issue the delivery receipts of all required deliverables, if applicable, and Statement of Account (SOA)/Billing Statement (BS) to CIAP.

B. The Procuring Entity shall perform the following functions and responsibilities:

1. Endorse the Contractor to the building management and provide to the Contractor the necessary forms (e.g. work permit, delivery and pull-out gate pass, etc.) for accomplishment prior to the commencement of activities for the Project;
2. Monitor the activities and coordinate with the Contractor as needed during contract implementation of the Project;
3. Witness the conduct of testing and commissioning works to ensure all installed items are in good working condition;
4. Conduct a joint inspection / punch listing activity with the Contractor and issue a joint inspection report to remedy all defects found (if any) and ensure satisfactory work have rendered;
5. Provide the Contractor with the existing/current as-built plans of the office space for reference in the formulation of the work program and schedule;
6. Issue a Certificate of Satisfactory Services Rendered (CSSR) after the duration/completion and the conduct of the joint inspection/ punch listing activity of the project;
7. Under the overall guidance and supervision of the Procuring Entity, the Contractor will deliver its scope of work in accordance with this approved Technical Specifications.
8. The End-user shall ensure that disposals are in accordance with existing rules and regulations;
9. The End-user shall inspect the delivered items and completed works and issue a Certificate of Acceptance and Completion upon approval of the delivered items and completion of required works.

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:

Lot No.	Description	Delivery Schedule
1	Procurement Services of a Contractor for the Fit-Out Construction for the Construction Industry Authority of the Philippines' Leased Office Space in NAPOLCOM Building, Sen. Gil Puyat Avenue, Makati City - Reposting	Within five (5) months upon the issuance of the Notice to Proceed (NTP)

V. Qualifications and Staff Requirements

The Contractor must be duly registered with the Philippine Contractors Accreditation Board (PCAB) of at least Small "B" in Building and Industrial Plant. The PCAB license must be valid and effective at the time of submission of bid.

The Contractor shall provide the following key personnel:

Key Personnel	Minimum Required Qualification
Project Manager	1. Duly licensed Engineer or Architect registered with the Professional Regulation Commission 2. At least three (3) years of experience in fit-out design and construction of building or office workspaces
Foreman	1. At least three (3) years of experience in fit-out construction of buildings or office workspaces
Safety Officer	1. Duly licensed relevant to occupational safety and health 2. At least three (3) years of relevant experience in occupational safety and health

The Contractor's key personnel must meet the required qualifications and relevant experiences supported by their respective Curriculum Vitae and appropriate licenses. The key personnel shall only be nominated for a singled position during the implementation of the Project.

VI. Stages, Submittals and Deliverables

1. Pre-construction Stage

The Contractor shall initiate a kick-off meeting with the End-User within ten (10) calendar days upon the issuance of NTP. In addition, the Contractor shall provide the following documents:

- a. Work Program Schedule (e.g., Project Timeline, Bar Chart/S-Curve, etc.)
- b. Construction Methodology on the General Works (Civil, Plumbing and Electrical Works)

2. Construction Stage

- a. All necessary permits and clearances shall be processed by the Contractor.
- b. All items, parts and components that will be supplied shall be inspected by the End-user prior to its installation.
- c. If there are any increase/decrease in quantities or introduction of new work items, the CIAP may issue Variation Orders in accordance with Annex E of the Revised Implementing Rules and Regulations of Republic Act No. 9184.
- d. Warning signs and barriers for the safety of the general public shall be provided and personal protective equipment for the construction personnel shall be worn at all times. Any accidents that might occur to

anyone within the construction workplace shall be the responsibility of the Contractor at no additional cost to the CIAP.

- e. Any damage that might be incurred to the existing office infrastructure, properties, equipment and systems shall be repaired, restored and/or replaced by the Contractor at no additional cost to the CIAP.

3. Post-construction Stage

- a. The Project shall include testing and commissioning works for all electrical, plumbing, fire detection, fire protection, structured cabling systems that have been installed to provide CIAP a high level of assurance that all equipment and machineries are installed in a prescribed manner. Problems observed shall be addressed immediately by the Contractor and coordinated with the End-user.
- b. Within ten (10) calendar days upon completion of the project, the Contractor shall submit a complete set of as-built plans duly signed and sealed by the Contractor, in the following form/s:
 - i. One (1) set of as-built plans in tracing or parchment papers for reproduction;
 - ii. Three (3) sets of as-built plans in blue print copies;
 - iii. One (1) set of as-built plans in electronic copy (e.g. editable through a computer-aided design software);
 - iv. One (1) set of original and One (1) set of duplicate copy of Warranty Certificates of all equipment supplied and installed including its owner and operation manual as applicable.
- c. Turn-over of all manuals, certificates, access keys and its duplicates, and warranties of installed items (physical and/or digital copy).

VII. Contract Duration

The contract duration shall be for a period of five months upon issuance of Notice to Proceed.

VIII. Approved Budget for the Contract

The Approved Budget for the Contract is **Thirty Million Eight Hundred Sixty-Six Thousand Four Hundred Eighty-Five Pesos (P30,866,485.00)**, inclusive of all applicable government taxes, fees and service charges, subject to the usual budgeting, accounting and auditing rules and regulations.

IX. Mode of Procurement

The mode of procurement shall be Competitive Bidding provided under the 2016 Revised Rules and Regulations of Republic Act No. 9184.

X. Information Security and Non-Disclosure Agreement

All data, documents, records, backup files, configuration files and metadata (collectively "information") to be provided by the Contractor for the purposes of

delivering the Services are considered confidential information and shall remain the sole property of CIAP. The Contractor shall acknowledge the importance of maintaining security and confidentiality of the information and agree to prevent unauthorized transfer, disclosure, or use of this information by any third person or entity. Contractor shall not use the Information for any purpose other than in connection with the Services. Contractor shall ensure that it will not retain, after completion of the Scope of Works with which the Information was provided, all or any portion of the Information, in any manner whatsoever.

Upon completion of the Scope of Works, any and all information shall be the property of CIAP. The Contractor shall not keep any copy of the information in either digital or physical format, including, but not limited to notes, documents, memoranda, and other writing, electronic records, communications, and the like.

XI. Payment Scheme

The Contractor shall issue a SOA/BS for the completed project upon compliance with this Technical Specifications, the Bill of Quantities, and the proposed Layouts/Drawings. The CIAP shall pay the Contractor within fifteen (15) working days upon receipt of the Joint Inspection Report, Delivery Receipts and SOA/BS of the completed project and issuance of CSSR from the End-user. Payment shall be released within CIAP premises.

XII. Liquidated Damages

In case of delay in the delivery of expected service within the period specified in the contract, the amount of the liquidated damages shall be the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. In case the sum of total liquidated damages reaches ten percent (10%) of the total contract price, the CIAP shall reserves the right to rescind the contract, without prejudice to other courses of action and remedies available to it.

XIII. Dispute Resolution

Should there be any dispute related to the contract and/or rights of the parties, the same shall be submitted to mutual consultation, mediation, and arbitration, in the order of application. The venue of the proceedings shall be Makati City. In case of a court suit, the venue shall be the courts of competent jurisdiction in Makati City, to the exclusion of all other courts. Any amendment or additional terms and conditions to the Contract must be in writing, signed and acknowledged by the End-User the Contractor.

XIV. Warranty

The Contractor shall provide a warranty for one (1) year on all materials, parts and components of the Project against any defects. This warranty shall include replacement of materials, parts and/or components inclusive of all applicable fees at no additional cost to CIAP. The warranty period shall commence upon approval and acceptance of the Warranty Security by the Parties.

Section VII. Drawings

Section VIII. Bill of Quantities

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (d) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** original copy of Notarized Bid Securing Declaration; **and**
- (f) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

