

BIDDING DOCUMENTS

One (1) Lot Rehabilitation of Presidential Legislative Liaison Office (PLLO) – 3/F New Executive Bldg., Malacañang, Manila

Bids and Awards Committee Presidential Legislative Liaison Office 6th Floor AAP Tower, 683 Aurora Blvd., Quezon City

Contact Person: PLLO BAC Secretariat Contact No.: 8736-1152/ 8736-1192

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

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.

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])

CDA - Cooperative Development Authority.

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.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

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.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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.

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.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business, and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Suppliers as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

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



INVITATION TO BID FOR

1 Lot Rehabilitation of Presidential Legislative Liaison Office (PLLO) – 3/F New Executive Bldg., Malacañang, Manila

PUBLIC BIDDING No. 2022-003

FUNDING SOURCE:

Government of the Philippines (GOP) Chargeable against FY 2022 General Appropriations Act, Republic Act No. 11639

1. The Presidential Legislative Liaison Office (PLLO), through its Bids and Awards Committee (BAC), invites PhilGEPS registered General Contractors to submit sealed bids for the following items:

Lot No.	Qty.	Item/Description	Approved Budget for the Contract (Php)	Price of Bid Documents	Delivery Period
1	1 Lot	Rehabilitation of Presidential Legislative Liaison Office (PLLO) – New Executive Bldg., Malacañang, Manila	9,270,000.00	10,000.00	One Hundred Twenty (120) Calendar days upon issuance of the Notice of Award/Notice to Proceed

2. The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	November 22, 2022
Issuance and Availability of Bid Documents	November 23, 2022
Pre-Bid Conference	November 28, 2022 @ 11:00 AM
Deadline for Submission of Bids	December 12, 2022 @ 10:00 AM
Opening of Bids	Immediately after the Deadline for
	Submission of Bids

3. Bidding will be conducted through an open competitive bidding procedure using a nondiscretionary "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".

- 4. 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, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183 and subject to Commonwealth Act 138
- 5. A complete set of Bidding Documents may be acquired by interested Bidders from the Administrative and Financial Management Division (AFMD) (see address below) upon payment of a non-refundable fee for the Bidding Documents and amounts pursuant to the Schedule.

The bidding documents may also be downloaded free of charge from the website of PhilGEPS provided that Bidders shall pay the non-refundable price not later than the submission of their bids.

- 6. The PLLO will hold a Pre-Bid Conference for bidders who secured and paid bid documents on November 28, 2022 at 11:00 AM at the PLLO-AAP Tower, 683 Aurora Blvd., Quezon City.
- 7. Bids must be duly received by the BAC Secretariat at the aforementioned address on or before December 12 at 10:00 AM. All bids must be accompanied by a bid security in any of the acceptable forms, and in the amount stated in **ITB** Clause 14.

Bidders shall drop their duly accomplished eligibility requirements (technical and financial proposals in two separate sealed envelopes) in the designated bid box located at the Bidding Room of the PLLO.

Bids shall be opened immediately thereafter at the PLLO AAP Tower. Bids will be opened in the presence of the bidders' representatives who choose to attend at the aforesaid address. Late bids shall not be accepted.

- 8. The PLLO reserves the right to reject any or all bids, to waive any formality or minor defects therein, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, and to accept only the offer most advantageous to the government, without incurring any liability from the affected bidder/s.
- 9. For further information/inquiries, please contact:

The PLLO Bids and Awards Committee Secretariat 6th Floor AAP Tower, 683 Aurora Blvd., Q.C. Telephone Nos.: 8-736-1152/8-736-1192

ASEC. ROSE VIRGINIE B. IÑIGO Chairperson, Bids and Awards Committee

November 21, 2022

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

1.1 The Procuring Entity, *Presidential Legislative Liaison Office* wishes to receive Bids for the Rehabilitation of PLLO - 3/F New Executive Bldg., Malacañang, Manila.

1.2 The Procurement Project (referred to herein as "Project") is composed of *one* (1) Lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for FY2022 in the amount of **Nine Million Two Hundred Seventy Thousand Pesos only** (**Php9,270,000.00**)
- 2.2. The source of funding is the FY 2022 General Appropriations Act

3. Bidding Requirements

- 3.1 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 Manuals and associated policies, rules, and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.
- 3.2 Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.
- 3.3 The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including 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, and Coercive Practices

4.1 The Procuring Entity, as well as the Bidders and Suppliers, 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 Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have a **Single Largest Completed Contract** (SLCC) that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the **Philippine Statistics Authority's Consumer Price Index** (PSA's CPI) must be at least equivalent to fifty 50% of the ABC.¹
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

6.1 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, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

8.1 The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in Paragraph 6 of the **IB**.

¹ Non-expendable items

9. Clarification and Amendment of Bidding Documents

9.1 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 VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the last three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in a 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. Similar to the required authentication above, 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.

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 VIII (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be accepted.

11.4. 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. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to the delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the 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.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. 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**.
- 14.2. The Bid and bid security shall be valid for **120 calendar days from the date of** the opening of bids. Any Bid not accompanied by acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

- 15.1 Each Bidder shall submit one copy of the first and second components of its Bid.
- 15.2 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.
- 15.3 If the Procuring Entity allows the submission of bids through online submission 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.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. 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, the 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.

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

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 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 the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the Net Financial Contracting Capacity (NFCC) computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. 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

21.1. 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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB					
Clause					
5.3	For this purpose, contracts similar to the Project shall be:				
	a. Involving goods or related services of the same nature and complexity as the project to be bid, and				
			thin the last three (3) years (FYs 2019, 2020, and 2 for the submission and receipt of bids.	2021) prior to	
7.1			s prescribed that Subcontracting is not allowed.		
12	• •		shall be quoted Delivered Duty Paid (DDP) in M nal Commercial Terms (INCOTERMS) for this Pro		
14.1	The bid secur following form		ll be in the form of a Bid Securing Declaration amounts:	or any of the	
	two percent (2	%) of 1	not less than Php185,400.00 [Indicate the amount ABC], if bid security is in cash, cashier's/manager' revocable letter of credit; or		
			not less than Php463,500.00 [Indicate the amount ABC] if bid security is in Surety Bond.	equivalent to	
19.3	Project Title	Unit	Work Description and Scope of Works	Approved Budget for the Contract (ABC)Php	
	One (1) Lot Rehabilitation of PLLO – 3/F New Executive Bldg., Malacañang, Manila	1 Lot	 A. GENERAL REQUIREMENTS: 1) 1 pc. Project Billboard 2) 20 t.l. Clearing, hauling, and disposal construction 3) 1 unit Construction Safety and Health 4) 317 sq. m. Scaffolding (Rental) 5) 120 day Temporary Electrical and Water Facilities 6) 88 l.m. Temporary Enclosure around the Construction Area (h=2.4) B. SITE WORKS <u>Removal/Demolition Works:</u> 1) 105. sq.m. Removal of Extg. Wall Partition 2) 267 sq.m. Removal of Existing Ceiling 21 units Removal of Existing Doors and Jambs 3 units Removal of Existing Water Closet 5) 2 units Removal of Existing Lavatory 6) 1 unit Removal of Existing Faucet 8) 1 unit Removal of Existing Filt 	9,270,000.00	

	C. ARCHITECTURAL WORKS	
	Floor Finishes	
	1) 268 sq.m. Cleaning/Sanding/Restoration of Wooden	
	Flooring	
	2) 249 sq.m. 600mm x 600mm Non-Skid Homogenous	
	Floor Tiles (Toilet)	
	3) 19 sq.m. 400mm x 400mm Non-Skid Homogenous Floor Tiles (Toilet)	
	Wall Finishes	
	1) 48 sq.m. 400mm x 400mm Homogenous Wall Tiles	
	(Toilet and Pantry)	
	2) 35 sq.m. Marine Laminated Wall Accent Panel with	
	complete Framing Accessories	
	3) 85 sq.m. Ficem Board Drywall with Insulation complete Framing Accessories	
	4) 20 sq.m. 12mm thk Glazed Tempered Glass Partition	
	w/ complete Framing accessories	
	Ceiling Finishes	
	1) 106 sq.m. 60x60cm Metal Perforated Ceiling	
	2) 158 sq.m. 12mm Thk Moisture Resistant Gypsum	
	Board with complete Framing Accessories	
	Fabricated Materials	
	1) 11 l.m. Countertop in Granite Type Tile Finish	
	(Pantry) w/ undercounted cabinet	
	Installation of Doors	
	 1) 11 set D-1 1.0m x 2.1m Wooden Panel Door 2) 2 set D-2 1.2m x 2.1m 2-Swing Wooden Panel Door 	
	Door Jambs	
	1) 11 set D-1 2.1m x 1.0m Wooden Panel Door	
	2) 2 set D-2 1.2m x 2.1m 2-Swing Wooden Panel Door	
	Door Accessories	
	1) 45 pc. Door Hinges, Heavy Duty, Stainless	
	2) 13 pc. Door Knob, SS Lever Type 1 Lot Window Screen	
	1 set Sliding Door Partition (Satin Finish)	
	@ Conference Area	
	Painting Works	
	<i>1) 112 sq.m. Elastomeric Paint Finish (Exterior Walls)</i>	
	Latex Paint Finish	
	1) 492 sq.m. Interior Walls	
	2) 188 sq.m. Ceiling	
	D. PLUMBING WORKS	
	<u>Fixtures:</u> 1) 3 unit Bidet, Heavy-Duty, Stainless (Water Efficient)	
	2) 6 pcs. Floor Drain, 100m x 100m Stainless Steel	
	3) 2 set Grease Trap, 5GPM, Heavy Duty with	
	Accessories	
	<i>4) 3 pc. Hose Bibb, Heavy Duty (Water Efficient)</i> <i>5) 4 pc. Lavatory Faucet, Heavy Duty Stainless Lever</i>	
	<i>5) 4 pc. Lavatory Faucet, Heavy Duty Stainless Lever</i> <i>Type (Water Efficient)</i>	
	6) 4 unit Lavatory, Countertop	
1	7) 1 unit Urinal, Flush Valve (Water Efficient)	

8) 3 sets Water Closet, Tank Type (Water Efficient)	
9) 1 set Shower and Accessories	
Accessories:	
1) 3 pc. Tissue Holder, Stainless	
Miscellaneous:	
1) 2 can 400cc Solvent Cement	
2) 5 can All Around Sealant	
3) 5 roll Teflon Tape	
4) 3 kg. Waste Cloth	
4) 5 kg. Waste Cloth	
E. ELECTRICAL/ LAN WORKS	
Roughing-ins	
1) 580 pc. 20mmØ PVC Pipe	
2) 40 pc. 32mmØ PVC Pipe	
3) 13 pc. 40mmØ PVC Pipe	
4) 5 pc. 50mmØ PVC Pipe	
5) 2 pc. 65mmØ IMC Pipe	
6) 12 pc. 80mmØ PVC Pipe	
Fittings and Accessories:	
1) 315 pc. 20mmØ PVC Adaptor	
2) 315 pair 20mmØ PVC Locknut & Bushing	
3) 6 pc. 32mmØ PVC Adaptor	
4) 6 pair 32mmØ PVC Locknut & Bushing	
5) 4 pc. 40mmØ PVC Adaptor	
6) 4 pair 40mmØ PVC Locknut & Bushing	
7) 2 pc. 50mmØ PVC Adaptor	
8) 2 pair 50mmØ PVC Locknut & Bushing	
9) 2 pair 65mmØ Entrance Cap Die Cast	
10) 2 pair 65mmØ IMC Locknut & Bushing	
11) 2 pc. 80mmØ PVC Adaptor	
12) 4 pc. 80mmØ Elbow	
13) 2 pair 80mmØ PVC Locknut & Bushing	
14) 51 pc. 100m x 50mm Metal Utility Box	
15) 65 pc. 100mm x 100mm Metal Utility box with	
Cover	
16) 1 set 16mmØ x 300mm Grounding Rod	
with grounding Clamp	
17) 16 roll 3.5mm THHN Wire	
18) 1 roll 5.5mm ² THHN Wire	
19) 10 mtrs 8.0mm ² THHN Wire	
20) 30 mtrs 50mm2 THHN Wire	
21) 6 roll Cat6 UTP	
21) 01011 Curo 011	
Lighting Firsterner (France Feet 1 4)	
Lighting Fixtures (Energy Efficient):	
1) 58 set 600mm x 600mm, Office LED Panel Light	
48W daylight	
2) 14 set LED Pinlight, 18 watts with complete	
Fixtures and accessories	
3) 235 pcs. TS, 11W LED, Coverlighting Warm	
<i>White with complete fixtures and accessories</i>	
mine min complete junites and accessories	
Drookons and Danal Daarday	
Breakers and Panel Boards:	
1) 1 set Electrical Panel Board (Schneider Breaker)	
On Gray Powder Coat Finish	
Wiring Devices and other Fixtures:	
1) 7 pcs. Ceiling Mounted Exhaust Fan	
2) 10 pcs. Outlet w/ grounding, plate & cover for ACU	

	 3) 30 pcs. Outlet w/ grounding, plate & cover, two-gang 4) 12 pcs. Switch w/ plate & cover, one-gang, Wide Series 5) 15 pcs. Switch w/ plate & cover, two-gang, Wide Series 6) 25 pcs. I/O Duplex w/ faceplate Pipe Hangers & Support: 1) 100 l.m. Vertical layout pipe 54 l.m. Cable Tray Miscellaneous and Consumables: 1) 10 can 400cc Solvent Cement 2) 20 pcs. Electrical Tape 3) 5 kgs. Tie Wire Ga. (for cabling pulling) 4) 10 pcs. Hacksaw Blade 5) 5 pcs. Rubber Tape 6) 2 can Pulling Lubricant 7) 5 pcs. Rubber Tape 8) 5 sets Torch w/ Butane F. MECHANICAL WORKS 1) Roughing-ins – 1 Lot Installation of Aircon (2 Floor Mounted, 1 Wall Mounted, 2 Window Type) with accessories 		
20.2	The following documentary requirements must be submitted within a no extendible period of five (5) days from receipt by the bidder of the notice from the BAC that it is the Lowest Calculated Bid:		
	a. DTI/SEC Registration Certificate;		
	b. Mayor's/Business Permit;		
	c. BIR Registration Certificate (Form 2303);		
	d. Preceding Year Audited Financial Statements (AFS);		
	e. Preceding Year 3rd and 4th Quarterly Income Tax Returns (Form 1702);		
	f. Latest Tax Clearance; and		
	g. Regular Contractor's License		
	Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for the award.		
21.2	No Further Instruction		

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC).**

2. Advance and Terms of Payment

Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder 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 of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

- 6.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.
- 6.2 If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

SCC Clause 1 **Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: "The delivery terms applicable to this Contract are delivered to the Presidential Legislative Liaison Office - Senate, GSIS Bldg., Pasay City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause, the Procuring Entity's Representative at the Project Site is PLLO BAC & Secretariat. Incidental Services -The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: furnishing of a detailed operations and maintenance manual for each a. appropriate unit of the supplied Goods, and performance or supervision or maintenance and/or repair of the b. supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. Spare Parts – The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: Select appropriate requirements and delete the rest.

Special Conditions of Contract

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.
The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [<i>indicate here the time period specified. If not used indicate a time period of three times the warranty period</i>].
Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.
 Packaging –
The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.
The outer packaging must be clearly marked on at least four (4) sides as follows:
Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight

	Any special lifting instructionsAny special handling instructionsAny relevant HAZCHEM classificationsA packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.
	Transportation –
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.
	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers, risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	Payment shall be made based on delivery (see Schedule of Delivery in Section VII: Technical Specifications).

4	The PLLO Procurement Inspection Team shall inspect the Project based on the
	receipt.

Section VI. 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	Quantity	Total	Delivered, Weeks/Mont hs
	Rehabilitation of PLLO – 3/F New Executive Bldg., Malacañang, Manila	One (1) Lot	 A. GENERAL REQUIREMENTS: 1) 1 pc. Project Billboard 2) 20 t.l. Clearing, hauling, and disposal construction 3) 1 unit Construction Safety and Health 4) 317 sq. m. Scaffolding (Rental) 5) 120 day Temporary Electrical and Water Facilities 6) 88 l.m. Temporary Enclosure around the Construction Area (h=2.4) B. SITE WORKS Removal/Demolition Works: 1) 105. sq.m. Removal of Extg. Wall Partition 2) 267 sq.m. Removal of Existing Ceiling 3) 21 units Removal of Existing Doors and Jambs 4) 3 units Removal of Existing Water Closet 5) 2 units Removal of Existing Lavatory 6) 1 unit Removal of Existing Faucet 8) 1 unit Removal of Existing Faucet 8) 1 unit Removal of Existing Floor Drain 10) 492 sq.m. Clearing and Cleaning for Painting Preparation 	Within One Hundred Twenty (120) days) upon receipt of the Notice to Proceed
			•	

C. ARCHITECTURAL WORKS	
<u>Floor Finishes</u>	
1) 268 sq.m. Cleaning/Sanding/Restoration of Wooden Flooring	
2) 249 sq.m. 600mm x 600mm Non-Skid Homogenous Floor Tiles (Toilet)	
3) 19 sq.m. 400mm x 400mm Non-Skid Homogenous Floor Tiles (Toilet)	
Wall Finishes	
1) 48 sq.m. 400mm x 400mm Homogenous Wall Tiles (Toilet and Pantry)	
2) 35 sq.m. Marine Laminated Wall Accent Panel with complete Framing Accessories	
3) 85 sq.m. Ficem Board Drywall with Insulation complete Framing Accessories	
4) 20 sq.m. 12mm thk Glazed Tempered Glass Partition w/ complete Framing accessories	
<u>Ceiling Finishes</u>	
1) 106 sq.m. 60x60cm Metal Perforated Ceiling	
2) 158 sq.m. 12mm Thk Moisture Resistant Gypsum Board with complete Framing Accessories	
Fabricated Materials	
1) 11 l.m. Countertop in Granite Type Tile Finish (Pantry) w/ undercounted cabinet	
Installation of Doors	
1) 11 set D-1 1.0m x 2.1m Wooden Panel Door	
2) 2 set D-2 1.2m x 2.1m 2-Swing Wooden Panel Door	
Door Jambs	
1) 11 set D-1 2.1m x 1.0m Wooden Panel Door	
2) 2 set D-2 1.2m x 2.1m 2-Swing Wooden Panel Door	
Door Accessories	
1) 45 pc. Door Hinges, Heavy Duty, Stainless	
2) 13 pc. Door Knob, SS Lever Type	

<u>1 Lot Window Screen</u>
<u>1 set Sliding Door Partition (Satin Finish)</u>
@ Conference Area
Painting Works
1) 112 sq.m. Elastomeric Paint Finish (Exterior Walls)
Latex Paint Finish
1) 492 sq.m. Interior Walls
2) 188 sq.m. Ceiling
D. PLUMBING WORKS
<u>Fixtures:</u>
1) 3 unit Bidet, Heavy-Duty, Stainless (Water Efficient)
2) 6 pcs. Floor Drain, 100m x 100m Stainless Steel
3) 2 set Grease Trap, 5GPM, Heavy Duty with Accessories
4) 3 pc. Hose Bibb, Heavy Duty (Water Efficient)
5) 4 pc. Lavatory Faucet, Heavy Duty Stainless Lever Type (Water Efficient)
6) 4 unit Lavatory, Countertop
7) 1 unit Urinal, Flush Valve (Water Efficient)
8) 3 sets Water Closet, Tank Type (Water Efficient)
9) 1 set Shower and Accessories
Accessories:
1) 3 pc. Tissue Holder, Stainless
Miscellaneous:
1) 2 can 400cc Solvent Cement
2) 5 can All Around Sealant
3) 5 roll Teflon Tape
4) 3 kg. Waste Cloth

E. ELECTRICAL/ LAN WORKS
Roughing-ins
1) 580 pc. 20mmØ PVC Pipe
2) 40 pc. 32mmØ PVC Pipe
3) 13 pc. 40mmØ PVC Pipe
4) 5 pc. 50mmØ PVC Pipe
5) 2 pc. 65mmØ IMC Pipe
6) 12 pc. 80mmØ PVC Pipe
Fittings and Accessories:
1) 315 pc. 20mmØ PVC Adaptor
2) 315 pair 20mmØ PVC Locknut & Bushing
3) 6 pc. 32mmØ PVC Adaptor
4) 6 pair 32mmØ PVC Locknut & Bushing
5) 4 pc. 40mmØ PVC Adaptor
6) 4 pair 40mmØ PVC Locknut & Bushing
7) 2 pc. 50mmØ PVC Adaptor
8) 2 pair 50mmØ PVC Locknut & Bushing
9) 2 pair 65mmØ Entrance Cap Die Cast
10) 2 pair 65mmØ IMC Locknut & Bushing
11) 2 pc. 80mmØ PVC Adaptor
12) 4 pc. 80mmØ Elbow
13) 2 pair 80mmØ PVC Locknut & Bushing
14) 51 pc. 100m x 50mm Metal Utility Box
15) 65 pc. 100mm x 100mm Metal Utility box with
Cover
16) 1 set 16mmØ x 300mm Grounding Rod
with grounding Clamp
17) 16 roll 3.5mm THHN Wire
18) 1 roll 5.5mm ² THHN Wire

	19) 10 mtrs 8.0mm ² THHN Wire	
	20) 30 mtrs 50mm2 THHN Wire	
	21) 6 roll Cat6 UTP	
	Lighting Fixtures (Energy Efficient):	
	1) 58 set 600mm x 600mm, Office LED Panel Light	
	48W daylight	
	2) 14 set LED Pinlight, 18 watts with complete	
	Fixtures and accessories	
	3) 235 pcs. TS, 11W LED, Coverlighting Warm	
	White with complete fixtures and accessories	
	Breakers and Panel Boards:	
	1) 1 set Electrical Panel Board (Schneider Breaker)	
	On Gray Powder Coat Finish	
	Wiring Devices and other Fixtures:	
	1) 7 pcs. Ceiling Mounted Exhaust Fan	
	2) 10 pcs. Outlet w/ grounding, plate & cover for ACU	
	3) 30 pcs. Outlet w/ grounding, plate & cover, two-gang	
	4) 12 pcs. Switch w/ plate & cover, one-gang, Wide Series	
	5) 15 pcs. Switch w/ plate & cover, two-gang, Wide Series	
	6) 25 pcs. I/O Duplex w/ faceplate	
	Pipe Hangers & Support:	
	1) 100 l.m. Vertical layout pipe	
	54 l.m. Cable Tray	
	<u>54 i.m. Cable IIay</u>	
	Miscellaneous and Consumables:	
	Miscellaneous and Consumables:	
	Miscellaneous and Consumables: 1) 10 can 400cc Solvent Cement	
	Miscellaneous and Consumables: 1) 10 can 400cc Solvent Cement 2) 20 pcs. Electrical Tape	

6) 2 can Pulling Lubricant	
7) 5 pcs. Rubber Tape	
8) 5 sets Torch w/ Butane	
F. MECHANICAL WORKS	
1) Roughing-ins – 1 Lot Installation of Aircon (2 Floor	
Mounted, 1 Wall Mounted, 2 Window Type) with	
accessories	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least*

equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specification	S
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Item	Specification	Statement of Compliance
		[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. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

Item	Specification	Statement of Compliance ³
		Bidders must state here either
		"Comply" or "Not Comply"
	A. GENERAL REQUIREMENTS:	
	1) 1 pc. Project Billboard	
	2) 20 t.l. Clearing, hauling, and disposal construction	
	3) 1 unit Construction Safety and Health	
	4) 317 sq. m. Scaffolding (Rental)	
	5) 120 day Temporary Electrical and Water Facilities6) 88 l.m. Temporary Enclosure around the Construction	
	Area $(h=2.4)$	
	B. SITE WORKS	
	Removal/Demolition Works:	
	1) 105. sq.m. Removal of Extg. Wall Partition	
	2) 267 sq.m. Removal of Existing Ceiling	
	3) 21 units Removal of Existing Doors and Jambs	
	4) 3 units Removal of Existing Water Closet	
	5) 2 units Removal of Existing Lavatory	
	6) 1 unit Removal of Existing Urinal	
	7) 4 units Removal of Existing Faucet	
	8) 1 unit Removal of Existing Kitchen Sink	
	9) 6 units Removal of Existing Floor Drain	
	10) 492 sq.m. Clearing and Cleaning for Painting	
	Preparation	
	C. ARCHITECTURAL WORKS	
	Floor Finishes	
	1) 268 sq.m. Cleaning/Sanding/Restoration of Wooden Flooring	
	2) 249 sq.m. 600mm x 600mm Non-Skid Homogenous Floor Tiles (Toilet)	
	3) 19 sq.m. 400mm x 400mm Non-Skid Homogenous Floor Tiles (Toilet)	
	Wall Finishes	
	1) 48 sq.m. 400mm x 400mm Homogenous Wall Tiles (Toilet and Pantry)	
	2) 35 sq.m. Marine Laminated Wall Accent Panel with complete Framing	
	Accessories	
	3) 85 sq.m. Ficem Board Drywall with Insulation complete Framing	
	Accessories 4) 20 sq.m. 12mm thk Glazed Tempered Glass Partition w/ complete	
	Framing accessories	
	<u>Ceiling Finishes</u>	
	1) 106 sq.m. 60x60cm Metal Perforated Ceiling	
	2) 158 sq.m. 12mm Thk Moisture Resistant Gypsum Board with complete	
	Framing Accessories	
	Fabricated Materials	
	1) 11 l.m. Countertop in Granite Type Tile Finish (Pantry) w/ undercounted	
	cabinet	
	Installation of Doors	
	1) 11 set D-1 1.0m x 2.1m Wooden Panel Door	
	2) 2 set D-2 1.2m x 2.1m 2-Swing Wooden Panel Door	
	Door Jambs	
	1) 11 set D-1 2.1m x 1.0m Wooden Panel Door	
	2) 2 set D-2 1.2m x 2.1m 2-Swing Wooden Panel Door	
1		

Door Accessories

1) 45 pc. Door Hinges, Heavy Duty, Stainless

2) 13 pc. Door Knob, SS Lever Type

<u>1 Lot Window Screen</u> 1 set Sliding Deer Partition

<u>1 set Sliding Door Partition (Satin Finish)</u> @ Conference Area

Painting Works

1) 112 sq.m. Elastomeric Paint Finish (Exterior Walls) Latex Paint Finish

Latex Paint Finish

1) 492 sq.m. Interior Walls

2) 188 sq.m. Ceiling

D. PLUMBING WORKS

Fixtures:

1) 3 unit Bidet, Heavy-Duty, Stainless (Water Efficient)

2) 6 pcs. Floor Drain, 100m x 100m Stainless Steel

3) 2 set Grease Trap, 5GPM, Heavy Duty with Accessories

4) 3 pc. Hose Bibb, Heavy Duty (Water Efficient)

5) 4 pc. Lavatory Faucet, Heavy Duty Stainless Lever Type (Water Efficient)

6) 4 unit Lavatory, Countertop

7) 1 unit Urinal, Flush Valve (Water Efficient)

- 8) 3 sets Water Closet, Tank Type (Water Efficient)
- 9) 1 set Shower and Accessories

Accessories:

1) 3 pc. Tissue Holder, Stainless Miscellaneous:

1) 2 can 400cc Solvent Cement

2) 5 can All Around Sealant

3) 5 roll Teflon Tape

4) 3 kg. Waste Cloth

E. ELECTRICAL/ LAN WORKS Roughing-ins

1) 580 pc. 20mmØ PVC Pipe
 2) 40 pc. 32mmØ PVC Pipe
 3) 13 pc. 40mmØ PVC Pipe
 4) 5 pc. 50mmØ PVC Pipe
 5) 2 pc. 65mmØ IMC Pipe
 6) 12 pc. 80mmØ PVC Pipe

Fittings and Accessories:

1) 315 pc. 20mmØ PVC Adaptor 2) 315 pair 20mmØ PVC Locknut & Bushing 3) 6 pc. 32mmØ PVC Adaptor 4) 6 pair 32mmØ PVC Locknut & Bushing 5) 4 pc. 40mmØ PVC Adaptor 6) 4 pair 40mmØ PVC Locknut & Bushing 7) 2 pc. 50mmØ PVC Adaptor 8) 2 pair 50mmØ PVC Locknut & Bushing 9) 2 pair 65mmØ Entrance Cap Die Cast 10) 2 pair 65mmØ IMC Locknut & Bushing 11) 2 pc. 80mmØ PVC Adaptor 12) 4 pc. 80mmØ Elbow 13) 2 pair 80mmØ PVC Locknut & Bushing 14) 51 pc. 100m x 50mm Metal Utility Box 15) 65 pc. 100mm x 100mm Metal Utility box with Cover

16) 1 set 16mmØ x 300mm Grounding Rod	
with grounding Clamp	
17) 16 roll 3.5mm THHN Wire	
18) 1 roll 5.5mm ² THHN Wire	
19) 10 mtrs 8.0mm ² THHN Wire	
20) 30 mtrs 50mm2 THHN Wire	
21) 6 roll Cat6 UTP	
Lighting Fixtures (Energy Efficient):	
1) 58 set 600mm x 600mm, Office LED Panel Light 48W daylight	
2) 14 set LED Pinlight, 18 watts with complete	
Fixtures and accessories	
3) 235 pcs. TS, 11W LED, Coverlighting Warm	
<i>White with complete fixtures and accessories</i>	
Breakers and Panel Boards:	
1) 1 set Electrical Panel Board (Schneider Breaker)	
On Gray Powder Coat Finish	
On Gray Powaer Coal Finish	
Wiring Devices and other Fixtures:	
1) 7 pcs. Ceiling Mounted Exhaust Fan	
2) 10 pcs. Outlet w/ grounding, plate & cover for ACU	
3) 30 pcs. Outlet w/ grounding, plate & cover, two-gang	
4) 12 pcs. Switch w/ plate & cover, one-gang, Wide	
Series	
5) 15 pcs. Switch w/ plate & cover, two-gang, Wide Series	
6) 25 pcs. I/O Duplex w/ faceplate	
0) 25 pcs. 1/0 Duplex w/ Jaceplale	
<u>Pipe Hangers & Support:</u>	
1) 100 l.m. Vertical layout pipe	
<u>54 l.m. Cable Tray</u>	
Miscellaneous and Consumables:	
1) 10 can 400cc Solvent Cement	
2) 20 pcs. Electrical Tape	
3) 5 kgs. Tie Wire Ga. (for cabling pulling)	
4) 10 pcs. Hacksaw Blade	
5) 5 pcs. Masking Tape	
6) 2 can Pulling Lubricant	
7) 5 pcs. Rubber Tape	
8) 5 sets Torch w/ Butane	
F. MECHANICAL WORKS	
1) Roughing-ins – 1 Lot Installation of Aircon (2 Floor	
Mounted, 1 Wall Mounted, 2 Window Type) with	
accessories	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

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**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
 - (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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

(j) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

(k) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <u>or</u> 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

- (1) Original of duly signed and accomplished Financial Bid Form; and
- (m) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- (n) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

