



SOCIAL SECURITY SYSTEM

PHILIPPINE BIDDING DOCUMENTS

Sixth Edition

Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

**REPLACEMENT OF TWO (2) EMERGENCY
EXIT STAIRS (DESIGN AND BUILD)
AT SSS MAKATI BUILDING**

ITB-SSS-CIVIL-2022-005

SEPTEMBER 2022



EMILY M. BELTRAN
Chairperson, TWG

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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.

SSS – Social Security System.

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). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.



Section I. Invitation to Bid





REPUBLIC OF THE PHILIPPINES
SOCIAL SECURITY SYSTEM

East Avenue, Diliman, Quezon City
Tel. Nos. (632)8709-7198*(632)8920-6446

E-mail: member_relations@sss.gov.ph*Website <http://www.sss.gov.ph>

Invitation to Bid
ITB-SSS-Civil-2022-005

**REPLACEMENT OF TWO (2) EMERGENCY EXIT STAIRS
(DESIGN AND BUILD) AT SSS MAKATI BUILDING**

<i>Approved Budget for the Contract (ABC) & Source of Fund</i>	<i>Delivery/ Completion Period</i>	<i>Price of Bid Documents (non- refundable)</i>	<i>Schedule of Activities Date/Time</i>	
			<i>Pre-bid Conference</i>	<i>Deadline of submission and receipt of bids</i>
₱6,343,954.00 2022 Approved Budget under Investment Income include in the APP Update for the month of May (11 th Update) with Code PAP 2022-164A of the Annual Procurement Plan	Within Two Hundred Ten (210) calendar days upon receipt of Notice to Proceed and Job Order	₱7,000.00	September 27, 2022 (Tuesday) 2:30pm	October 18, 2022, (Tuesday) 2:00pm

1. The **SOCIAL SECURITY SYSTEM (SSS)** now invites bids for the above Procurement Project. Completion of the Works is required **within Two Hundred Ten (210) calendar days**. **Bidders should have completed within five (5) years prior to the date of submission and receipt of bids, a contract similar to the Projects**. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
2. Bids received in excess of the ABC shall be automatically rejected at Bid opening.
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, otherwise known as the “Government Procurement Reform Act”.

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.

4. Interested bidders may obtain further information from **SSS** and inspect the Bidding Documents at the address in the last item of the ITB from Monday to Friday, 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **17 September 2022 up to the scheduled submission & receipt of bids** from the address stated in the last item of the ITB and upon payment of the applicable fee for the Bidding Documents, in the amount specified above.

The mode of payment will be on a cash basis payable at the SSS Cash Department, SSS Main Bldg., Ground floor, upon accomplishment of SSS Form R-6. The Bidding Documents shall be received personally by the prospective Bidder or his authorized representative.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the SSS, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The SSS will hold a Pre-Bid Conference on the date and time specified above at the Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City which shall be open to prospective bidders, but attendance shall not be mandatory. To ensure completeness and compliance of bids, bidders are advised to send their authorized technical and/or administrative representatives who will prepare the bid documents.

The Pre-Bid Conference will be conducted through online conference using Microsoft Teams. Kindly e-mail us on or before 26 September 2022, through e-mail address bac@sss.gov.ph, the following:

- a. **Name of the representative and e-mail address; and**
 - b. **Technical and administrative queries.**
7. Bids must be duly received by the BAC Secretariat at the Bidding Room, 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City on the deadline specified above. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in the **ITB** Clause 14.

Bid opening shall be on the date and time specified above at the Bidding Room, 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address above. Late bids shall not be accepted.
 8. References to the dates and times shall be based on Philippine Standard time. Should any of the above dates fall on a holiday, the deadline shall be extended to the same time on the immediately succeeding business day in Quezon City.
 9. The SSS 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 IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
 10. The SSS assumes no obligation to compensate or indemnify parties for any expense or loss that they may incur as a result of their participation in the procurement process, nor does SSS BAC guarantees that an award will be made as a result of this invitation. Furthermore, the SSS reserves the right to waive any defects or formality in the responses to the eligibility requirements and to this invitation and reserves the right to accept the proposal most advantageous to the agency.
 11. For further information, please refer to:

Bids & Awards Committee

The Secretariat

2nd Flr., SSS Main Bldg., East Ave., Diliman, Q.C.
Tel # (632) 8922-1070; 8709-7198 local 5492 & 6382
Email – bac@sss.gov.ph

12. Bidding documents may be downloaded from the **PROCUREMENT** tab at www.sss.gov.ph starting **17 September 2022**.


**THE CHAIRPERSON
BIDS & AWARDS COMMITTEE**

ref.: itb-sss-civil-2022-005-Emergency Exit Stairs



Section II. Instructions to Bidders



1. Scope of Bid

The Procuring Entity, *Social Security System* wishes to receive Bids for the **Replacement of two (2) emergency exit stairs (Design and Build) at SSS Makati Building** with identification number ITB-SSS-Civil-2022-005.

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 *CY 2022* in the amount of Six Million Three Hundred Forty Three thousand Nine Hundred Fifty four Pesos (P 6,343,954.00)

2.2. The source of funding is: 2022 Approved Budget under Investment Income include in the APP Update for the month of May (11th Update) with Code PAP 2022-164A of the Annual Procurement Plan.

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 on the specified date and time and either at its physical address **Bidding Room, 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City and/or through online conference using Microsoft Teams** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.



- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

- 14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 14.2. Payment of the contract price shall be made in 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 one hundred twenty (120) calendar days reckoned from the date of the submission and 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 Projects refer to contracts which have the same major categories of work, which consists mainly of detailed engineering design and construction of building and similar structures within five (5) years prior to the submission and opening of bid																					
7.1	Subcontracting is not allowed.																					
10.1	<p>The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section IX. Checklist of Technical and Financial Documents and shall include the following additional documents <i>pursuant to Annex "G", Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects</i>:</p> <ul style="list-style-type: none"> i. Preliminary Conceptual Design Plans in accordance with the degree of details specified by the procuring entity (<i>Please refer to Items II and V of the Scope of Works</i>) ii. Design and construction methods; iii. List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualification and experience data; and iv. Value engineering analysis of design and construction method. 																					
10.3	<p>PCAB License and Registration:</p> <p>License Category : C & D Size Range : Small B Classification : General Building</p> <p>The bidder shall have at least five (5) years of experience in design and construction, as indicated in the BOQ and Specifications.</p>																					
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <p>Pre-construction Stage (Detailed Engineering Design)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%;">Key Staff/Personnel</th> <th style="width: 55%;">Qualification and Experience Required</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Project Manager (Architect/Civil Engineer)</td> <td> <ul style="list-style-type: none"> • With professional license • With at least ten (10) years of experience in construction and/or design </td> </tr> <tr> <td style="text-align: center;">2</td> <td>Structural Engineer</td> <td> <ul style="list-style-type: none"> • Licensed Structural Engineer • With at least five (5) years of experience in structural design of similar or comparable structures </td> </tr> <tr> <td style="text-align: center;">3</td> <td>Engineering Assistant/ CADD Operator/ Draftsman</td> <td> <ul style="list-style-type: none"> • With at least five (5) years of experience in structural design of similar or comparable structures • Proficient in CADD software </td> </tr> </tbody> </table> <p>Construction Stage</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%;">Key Staff/Personnel</th> <th style="width: 55%;">Qualification and Experience Required</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Project Manager (Architect/Civil Engineer)</td> <td> <ul style="list-style-type: none"> • With professional license • With at least ten (10) years of experience in construction and/or design </td> </tr> <tr> <td style="text-align: center;">2</td> <td>Project / Site Engineer* (Civil Engineer)</td> <td> <ul style="list-style-type: none"> • With professional license • With at least five (5) years of experience in construction of similar or comparable structures </td> </tr> </tbody> </table>		Key Staff/Personnel	Qualification and Experience Required	1	Project Manager (Architect/Civil Engineer)	<ul style="list-style-type: none"> • With professional license • With at least ten (10) years of experience in construction and/or design 	2	Structural Engineer	<ul style="list-style-type: none"> • Licensed Structural Engineer • With at least five (5) years of experience in structural design of similar or comparable structures 	3	Engineering Assistant/ CADD Operator/ Draftsman	<ul style="list-style-type: none"> • With at least five (5) years of experience in structural design of similar or comparable structures • Proficient in CADD software 		Key Staff/Personnel	Qualification and Experience Required	1	Project Manager (Architect/Civil Engineer)	<ul style="list-style-type: none"> • With professional license • With at least ten (10) years of experience in construction and/or design 	2	Project / Site Engineer* (Civil Engineer)	<ul style="list-style-type: none"> • With professional license • With at least five (5) years of experience in construction of similar or comparable structures
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	<i>*Contractor may assign/designate the Structural Engineer under Design Stage as Project/Site Engineer since the Structural Engineer-Designer is deemed to have firsthand knowledge on the implementation of the design they prepared.</i>
10.5	Major equipment required for the project are as follows: <ul style="list-style-type: none"> a) Truck-mounted crane b) Dump Truck c) Concrete mixer d) Generator set e) Air compressor f) Welding machine
11.1	The second envelope shall contain the financial documents for the Bid as specified in Section IX. Checklist of Technical and Financial Documents and shall include the following additional documents <i>pursuant to Annex “G” Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects</i> : <ul style="list-style-type: none"> i. Lump sum bid prices, which shall include the detailed engineering cost, in the prescribed Bid Form; ii. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid; and iii. Cash flow and payments schedule.
12	No further instruction.
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than Php 126,879.08 (2% of ABC), if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than Php317,197.70 (5% of ABC), if bid security is in Surety Bond.
18.2	(Annex “G” Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects) <p>11. BID EVALUATION</p> <p>For the detailed evaluation of the design and build proposals a two-step procedure shall be adopted by the BAC, which may be undertaken with the assistance of the DBC.</p> <p>11.1. First-Step Procedure:</p> <ul style="list-style-type: none"> i. The first step of the evaluation shall involve the review of the preliminary conceptual designs and track record submitted by the contractor as indicated in the Bidding Documents using a nondiscretionary “pass/fail” criteria that involve compliance with the following requirements: <ul style="list-style-type: none"> a. Adherence of preliminary design plans to the required performance specifications and parameters and degree of details; b. Concept of approach and methodology for detailed engineering, design and construction with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions; c. Quality of personnel to be assigned to the project which covers suitability of key staff to perform the duties of the particular assignments and general qualifications and competence including education and training of the key staff;

	<p>ii. For complex or unique undertakings, such as those involving highly specialized or advanced engineering technology, eligible bidders may be required, at the option of the agency concerned, to make an oral presentation within fifteen (15) calendar days after the deadline for submission of technical proposals.</p> <p>11.2. Second-Step Procedure:</p> <p>Only those bids that passed the above criteria shall be subjected to the second step of evaluation.</p> <p>The BAC shall open the financial proposal of each “passed” bidder and shall evaluate it using non-discretionary criteria - including arithmetical corrections for computational errors - as stated in the Bidding Documents, and thus determine the correct total calculated bid prices. The BAC shall automatically disqualify any total calculated bid price which exceeds the ABC. The total calculated bid prices (not exceeding the ABC) shall be ranked, in ascending order, from lowest to highest. The bid with the lowest total calculated bid price shall be identified as the Lowest Calculated Bid (LCB).</p>
19.2	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20	<p>The Lowest Calculated Bidder shall submit the following:</p> <ol style="list-style-type: none"> 1. Registration certificate from Securities and Exchange Commission (SEC) for corporation including Articles of Incorporation and General Information Sheet (GIS), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document 2. Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; 3. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR) 4. Latest Audited Financial Statements 5. Latest income tax return corresponding to the Audited Financial Statements submitted, filed electronically (EFPS); 6. Quarterly VAT (business tax returns) per Revenue Regulations 3-2005 for the last six (6) months prior to the submission and opening of bids filed electronically (EFPS);
21	Not applicable

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	Refer to the Scope of Works
3.1	The Social Security System shall give possession of all parts of the Site to the Contractor for the duration of the Contract which shall commence upon receipt of the Notice to Proceed and Contract/Job Order.
6	Not applicable
7.2	Fifteen (15) years from issuance of the Certificate of Final Acceptance by the Procuring Entity
8	<p>Liability of the Contractor</p> <p>1. CONFIDENTIALITY. Neither party shall, without the prior written consent of the other, disclose or make available to any person, make public, or use directly or indirectly, except for the performance and implementation of the works, any confidential information, acquired from an information holder in connection with the performance of this Contract, unless: (i) the information is known to the disclosing party, as evidenced by its written records, prior to obtaining the same from the information holder and is not otherwise subject to disclosure restrictions on the disclosing party, (ii) the information is disclosed to the disclosing party by a third party who did not receive the same, directly or indirectly, from an information holder, and who has no obligation of secrecy with respect thereto, or (iii) required to be disclosed by law.</p> <p>The obligation of confidentiality by both parties, as provided herein, shall survive the termination of the Agreement.</p> <p>2. MERGER AND CONSOLIDATION. In case of merger, consolidation or change of ownership of the CONTRACTOR with other company, it is the responsibility of the surviving company/consolidated company/acquiring entity to inform SSS of the change in corporate structure/ownership. Failure to do so shall translate in such company assuming all liabilities of the acquired/merged company under the Agreement.</p> <p>3. FORCE MAJEURE. SUPPLIER shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that CONTRACTOR's delay in performance or other failure to perform its obligations under this Agreement is the result of a force majeure.</p> <p>For purposes of this Agreement the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which CONTRACTOR could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by CONTRACTOR. Such events may include, but not limited to, acts of SSS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>If a force majeure situation arises, CONTRACTOR shall promptly notify SSS in writing of such condition and the cause thereof. Unless otherwise directed by SSS in writing, CONTRACTOR shall continue to perform its obligations under this Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure.</p>



4. **NON-ASSIGNMENT.** CONTRACTOR shall not assign its rights or obligations under this Agreement, in whole or in part, except with SSS's prior written consent. CONTRACTOR shall not subcontract in whole or in part the PROJECT and deliverables subject of this Agreement without the written consent of SSS.
5. **WAIVER.** Failure by either party to insist upon the other strict performance of any of the terms and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions hereof, which can only be deemed made if expressed in writing and signed by its duly authorized representative. No such waiver shall be construed as modification of any of the provisions of the Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.
6. **CUMULATIVE REMEDIES.** Any and all remedies granted to the parties under the applicable laws and the Contract shall be deemed cumulative and may therefore, at the sole option and discretion, be availed of by the aggrieved party simultaneously, successively, or independently.
7. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.** It is expressly and manifestly understood and agreed upon that the employees of CONTRACTOR assigned to perform the PROJECT are not employees of SSS. Neither is there an employer-employee relationship between SSS and CONTRACTOR.

The Agreement does not create an employer-employee relationship between SSS and the CONTRACTOR including its personnel; that the services rendered by the personnel assigned by CONTRACTOR to SSS in the performance of its obligation under the contract do not represent government service and will not be credited as such; that its personnel assigned to SSS are not entitled to benefits enjoyed by SSS' officials and employees such as Personal Economic Relief Allowance (PERA), Representation and Transportation Allowance (RATA), ACA, etc.; that these personnel are not related within the third degree of consanguinity or affinity to the contracting officer and appointing authority of SSS; that they have not been previously dismissed from the government service by reason of an administrative case; that they have not reached the compulsory retirement age of sixty-five (65); and that they possess the education, experience and skills required to perform the job. The CONTRACTOR hereby acknowledges that no authority has been given by SSS to hire any person as an employee of the latter. Any instruction given by SSS or any of its personnel to CONTRACTOR's employees are to be construed merely as a measure taken by the former to ensure and enhance the quality of project performed hereunder. The CONTRACTOR shall, at all times, exercise supervision and control over its employees in the performance of its obligations under the contract.

8. **PARTNERSHIP.** Nothing in the contract shall constitute a partnership between the parties. No party or its agents or employees shall be deemed to be the agent, employee or representative of any other party.
9. **COMPLIANCE WITH SS LAW.** CONTRACTOR shall report all its employees to SSS for coverage and their contributions, as well as, all amortizations for salary/education/calamity and other SSS loans shall be updated. Should CONTRACTOR fail to comply with its obligations under the provisions of the SS Law and Employees' Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer's liability for damages, including interests and penalties from CONTRACTOR's receivables under this Agreement.

Further, prescription does not run against SSS for its failure to demand SS contributions or payments from CONTRACTOR. Moreover, CONTRACTOR shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to SSS.



10. COMPLIANCE WITH LABOR LAWS. CONTRACTOR, as employer of the personnel assigned to undertake the PROJECT, shall comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, and other labor-related benefits as well as remittances or payment of the appropriate amount or contributions/payment (SSS, EC, Pag-IBIG, PhilHealth and taxes) with concerned government agencies/offices.

It is agreed further, that prior to the release of any payment by SSS to SUPPLIER, its President or its duly authorized representative, shall submit a sworn statement that all monies due to all its employees assigned to the PROJECT as well as benefits by law and other related labor legislation have been paid by CONTRACTOR and that he/she assumed full responsibility thereof.

11. COMPLIANCE WITH TAX LAWS. CONTRACTOR shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present to SSS within the duration of the Contract, tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped by the BIR and duly validated with the tax payments made thereon. Failure by CONTRACTOR to comply with the foregoing shall entitle SSS to suspend payment of the Contract Price.

As required under Executive Order (EO) 398, s. 2005, CONTRACTOR shall submit income and business tax returns duly stamped and received by the BIR, before entering and during the duration of this Agreement. CONTRACTOR, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. CONTRACTOR shall pay taxes in full and on time and that failure to do so will entitle SSS to suspend or terminate this Agreement.

12. LIQUIDATED DAMAGES. If CONTRACTOR fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in the PBD inclusive of duly granted time extensions if any, SSS shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), SSS may rescind or terminate this Agreement, without prejudice to other courses of action and remedies open to it.

13. HOLD FREE and HARMLESS. SUPPLIER agrees to defend, indemnify, and hold SSS free and harmless from any and all claims, damages, expenses, fines, penalties and/or liabilities of whatever nature and kind, whether in law or equity, that may arise by reason of the implementation of the Agreement. In addition,

CONTRACTOR agrees to indemnify SSS for any damage as a result of said implementation.

SUPPLIER hereby assumes full responsibility for any injury, including death, loss or damage which may be caused to SSS' employees or property or third person due to CONTRACTOR's employees' fault or negligence, and further binds itself to hold SSS free and harmless from any of such injury or damage. SSS shall not be responsible for any injury, loss or damage which CONTRACTOR or any of its employees may sustain in the performance of CONTRACTOR's obligations under this Agreement.

14. SETTLEMENT OF DISPUTES. If any dispute or difference of any kind whatsoever shall arise between SSS and CONTRACTOR in connection with



	<p>or arising out of this Agreement, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>If after thirty (30) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either SSS or CONTRACTOR may give notice to the other Party of its intention to commence arbitration, in accordance with RA No. 876, otherwise known as the “Arbitration Law” and RA No. 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004,” in order to settle their disputes.</p> <p>No arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.</p> <p>15. VENUE OF ACTIONS. In the event court action is necessary in order to promote Arbitration, such action shall be filed only before the proper courts of Quezon City, to the exclusion of all other venues.</p> <p>16. GOVERNING LAW. The Agreement shall be governed by and interpreted according to the laws of the Republic of the Philippines.</p> <p>17. AMENDMENTS. This Agreement may be amended only in writing and executed by the parties or their duly authorized representatives.</p> <p>18. SEPARABILITY. If any one or more of the provisions contained in the contract or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid illegal or unenforceable term of provision.</p> <p>19. BINDING EFFECT. The Agreement shall be binding upon the Parties hereto, their assignee/s and successor/s-in-interest.</p>
10	Dayworks are applicable at the rate shown in the Contractor’s original Bid.
11.1	<p>Annex “G” Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects)</p> <p>CONTRACT IMPLEMENTATION</p> <p>As a rule, contract implementation guidelines for the procurement of infrastructure projects shall comply with Annex “E” of this IRR. The following provisions shall supplement these procedures:</p> <p>13.1. No works shall commence unless the contractor has submitted the required documentary requirements and the procuring entity has given written approval. Work execution shall be in accordance with reviewed and approved documents.</p> <p>13.2. The contractor shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the procuring entity to meet all regulatory approvals as specified in the contract documents.</p>



- 13.3. The Contractor shall submit a detailed program of work **within fourteen (14) calendar days after the issuance of the Notice to Proceed** for approval by the procuring entity that shall include, among others:
- i. The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction;
 - ii. Periods for review of specific outputs and any other submissions and approvals;
 - iii. Sequence of timing for inspections and tests as specified in the contract documents;
 - iv. General description of the design and construction methods to be adopted;
 - v. Number and names of personnel to be assigned for each stage of the work;
 - vi. List of equipment required on site for each major stage of the work; and
 - vii. Description of the quality control system to be utilized for the project.
- 13.4. Any errors, omissions, inconsistencies, inadequacies or failure submitted by the contractor that do not comply with the requirements shall be rectified, resubmitted and reviewed at the contractor's cost. If the Contractor wishes to modify any design or document which has been previously submitted, reviewed and approved, the contractor shall notify the procuring entity within a reasonable period of time and shall shoulder the cost of such changes.
- 13.5. As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders:
- i. Change Orders resulting from design errors, omissions or non-conformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the procuring entity.
 - ii. Provided that the contractor suffers delay and/or incurs costs due to changes or errors in the procuring entity's performance specifications and parameters, he shall be entitled to either one of the following:
 - a. an extension of time for any such delays under Section 10 of Annex "E"; or
 - b. payment for such costs as specified in the contract documents, provided, that the cumulative amount of the variation order does not exceed ten percent (10%) of the original contract price.
- 13.6. The contract documents shall include the manner and schedule of payment specifying the estimated contract amount and installments in which the contract price will be paid.
- 13.7. The contractor shall be entitled to advance payment subject to the provisions of Section 4 of Annex "E".
- 13.8. The procuring entity shall define the quality control procedures for the design and construction in accordance with agency guidelines and shall

	<p>issue the proper certificates of acceptance for sections of the works or the whole of the works as provided for in the contract documents.</p> <p>13.9. The contractor shall provide all necessary equipment, personnel, instruments, documents and others to carry out specified tests.</p> <p>13.10. All design and build projects shall have a minimum Defects Liability Period of one (1) year after contract completion or as provided for in the contract documents. This is without prejudice, however, to the liabilities imposed upon the engineer/architect who drew up the plans and specification for a building sanctioned under Article 1723 of the New Civil Code of the Philippines.</p> <p>13.11. The contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty periods specified in Section 62.2.3.2 of the IRR</p>													
11.2	<p>The period between Program of Work updates is thirty (30) calendar days.</p> <p>The amount to be withheld for late submission of an updated Program of Work is ten percent (10%) of the cost of accomplishment of the progress billing, on top of applicable ten percent (10%) retention money.</p>													
13	<p>The amount of the advance payment is 15% of the total contract price to be deducted in a pro-rated basis every Progress Billing.</p>													
14	<p>Progress payment for each stage shall be based on the following schedule and upon written request by the Contractor:</p> <table border="1"> <thead> <tr> <th>STAGE</th> <th>PAYMENT</th> <th>WORK ACCOMPLISHMENT</th> </tr> </thead> <tbody> <tr> <td>Design Stage (Detailed Engineering Design)</td> <td>One-time Payment of 100% of Contract cost for Design Stage</td> <td>100% submission and approval of required deliverables under Design Stage</td> </tr> <tr> <td rowspan="3">Construction Stage (Progress payment shall be made in three (3) billings according to work Accomplishment)</td> <td>1st Billing</td> <td>Thirty-five percent (35%) or more work accomplishment under construction Stage</td> </tr> <tr> <td>2nd Billing</td> <td>Seventy percent (70%) or more work accomplishment under Construction Stage</td> </tr> <tr> <td>3rd & Final Billing</td> <td>One Hundred percent (100%) completion of works under Construction Stage</td> </tr> </tbody> </table>	STAGE	PAYMENT	WORK ACCOMPLISHMENT	Design Stage (Detailed Engineering Design)	One-time Payment of 100% of Contract cost for Design Stage	100% submission and approval of required deliverables under Design Stage	Construction Stage (Progress payment shall be made in three (3) billings according to work Accomplishment)	1 st Billing	Thirty-five percent (35%) or more work accomplishment under construction Stage	2 nd Billing	Seventy percent (70%) or more work accomplishment under Construction Stage	3 rd & Final Billing	One Hundred percent (100%) completion of works under Construction Stage
STAGE	PAYMENT	WORK ACCOMPLISHMENT												
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	2 nd Billing	Seventy percent (70%) or more work accomplishment under Construction Stage												
	3 rd & Final Billing	One Hundred percent (100%) completion of works under Construction Stage												
15.1	<p>The date by which “as built” drawings are required is within two (2) weeks after the completion of the project.</p>													
15.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is ten percent (10%) of the Contract Price.</p>													

Section VI. Specifications
(Scope of Works)



Scope of Works

PROJECT TITLE : REPLACEMENT OF EMERGENCY EXIT STAIRS AT SSS MAKATI BUILDING
SSS Makati Building, Ayala Avenue cor. V.A. Rufino St., Makati City

I. INTRODUCTION

The project shall cover the design and construction of fire exit stairs at SSS Makati Building located at 6782 Ayala Avenue corner V.A. Rufino Street, Makati City.

The proposed design shall cover 2 units of emergency fire exit stairs located at the rear portion of the 13-storey building. It shall be designed, engineered and built in accordance with the National Building Code of the Philippines and other applicable laws, ordinances, rules and regulations.

At present, the existing emergency/fire exit shows physical deterioration manifested by widespread spalling as evident on concrete areas that which have cracked and delaminated from the substrate caused by corrosion of embedded steel reinforcement bars.

II. PROJECT DESCRIPTION/REQUIREMENTS

Project Site : **SSS Makati Building**
Ayala Avenue cor. V.A. Rufino St., Makati City
Type of Design-and-Build : **Steel Stair Structure for 13-storey building**
Project Duration : **1 month - Design Stage**
6 months - Construction Stage

III. PROCUREMENT OF SERVICES

The SSS will engage in a Design and Construction Firm that will provide SSS a team of experienced and competent technical personnel. They shall be responsible in all designs, specifications, construction, and other documents related to the scope of services for the project.

The procurement shall be made through public bidding in accordance with the provisions of RA 9184.

IV. SCOPE OF SERVICES AND DELIVERABLES/SUBMITTALS

A. DESIGN STAGE

1. **Engineering Surveys and Investigations**
 - a. Conduct surveys and investigations of the site such as soil tests, floor elevations, and other applicable pertinent data.
 - b. Submission of report on the results of engineering surveys and investigations
2. **Detailed Design Drawings.** This shall include preparation of detailed engineering design based on the given design parameters and results of engineering surveys/investigations:
 - a. Detailed structural plans
 - b. Detailed architectural plans
 - c. Structural Computations
 - d. Material Specification and general notes describing the type and quality of materials and equipment to be used, manner of construction and the general conditions under which the project is to be constructed.

B. CONSTRUCTION STAGE

Construction works shall only commenced upon submission and approval of detailed engineering design plans/drawings and related technical documents which shall form part of construction plans/drawings and technical documents, with the following scope of works.

1. General Requirements
 - 1.1 Permits, Clearances and other applicable government taxes (including construction plans/ drawings and other permit requirements, fees, and as-built plans/drawings)
 - 1.2 Temporary Facilities/Utilities
 - 1.3 Safety Equipment (safety nets, fall protection, signage) and Occupational Safety and Health Program
 - 1.4 Equipment Expenses/ Rentals
2. Civil Works
 - 2.1 Demolition Works
 - 2.2 Earthworks
 - 2.3 Concrete Works
 - 2.4 Formworks and Scaffoldings
 - 2.5 Steel Works
 - 2.6 Painting Works
 - 2.7 Roofing Works



3. Mobilization and Demobilization

V. DESIGN PARAMETERS

1. Fire stairs could have a maximum riser at 200mm and tread at 250mm. Handrails shall be 1100mm high. Design shall conform with the provisions of the National Building Code of the Philippines (PD 1096), Accessibility Law (BP 344), National Structural Code of the Philippines, Fire Code (RA 9514) and other laws and regulations covering environmental concerns and local ordinances and regulations.
2. Roofing should be water-tight and can withstand at least 240kph of wind pressure.
3. The Structural Design shall be in accordance with the following codes and standards:
 - a. Codes
 - i. National Structural Code of the Philippines (NSCP) 2015 7th Edition
 - ii. National Building Code of the Philippines and its IRR
 - iii. Local Codes and Ordinances
 - b. Standards
 - i. Bureau of Product Standards (BPS)
 - ii. Philippine National Standards (PNS)
 - iii. DPWH Blue Book
 - iv. American Concrete Institute (ACI)
 - v. American Society of Testing Material (ASTM)
 - vi. American Welding Society (AWS)

VI. STAFFING

The Contractor shall provide staff for the following positions and should have qualifications and experience consistent with the requirements specified below:

A. Design Stage

Key Staff/ Personnel		Qualifications and Experience Required
1	Project Manager (Architect/Civil Engineer)	<ul style="list-style-type: none"> • With professional license. • With at least ten (10) years of experience in construction and/or design.
2	Structural Engineer	<ul style="list-style-type: none"> • Licensed Structural Engineer. • With at least five (5) years of experience in structural design of similar or comparable structures
3	Engineering Assistant/ CADD Operator/ Draftsman	<ul style="list-style-type: none"> • With at least a Bachelor’s Degree in Architecture or Engineering • Proficient in CADD software

B. Construction Stage

Key Staff/ Personnel		Qualifications and Experience Required
1	Project Manager (Architect/Civil Engineer)	<ul style="list-style-type: none"> • With professional license. • With at least ten (10) years of experience in construction and/or design.
2	Project / Site Engineer (Civil Engineer)	<ul style="list-style-type: none"> • With professional license. • With at least five (5) years of experience in construction of similar or comparable projects.

VII. PROJECT DURATION

The Design and Build Contractor is required to complete the project within a period of Two Hundred Ten (210) Calendar days, to start within seven (7) calendar days upon the Contractor’s receipt and signing of the Notice to Proceed.

Activity	210 Calendar Days						
	1	2	3	4	5	6	7
Design Stage							
Construction Stage							

Duration for design stage shall exclude period of review/evaluation and approval of detailed design drawings and related technical documents by the SSS Implementing Unit.

VIII. APPROVED BUDGET

1. The total approved budget is **Six Million Three Hundred Forty Three Thousand Nine Hundred Fifty Four Pesos (P 6,343,954.00) inclusive of taxes.**
2. Mode of Payment. Progress payments for each stage shall be based on the following schedule:

Stage	Payment	Work Accomplishment
Design Stage (Detailed Engineering Design Stage)	One Time Payment of 100% of Contract Cost for Design Stage	100% submission and approval of required deliverables under Design Stage
Construction Stage (Progress payments shall be made in three (3) billings according to Work Accomplishment and shall be made upon written request by the Contractor.	1 st Billing	Thirty-five percent (35%) or more work accomplishment under Construction Stage
	2 nd Billing	Seventy percent (70%) or more work accomplishment under Construction Stage
	3 rd and Final Billing	One hundred percent (100%) completion of works under Construction Stage.

IX. RESPONSIBILITIES OF THE CONTRACTOR

1. The Contractor shall provide all necessary equipment/instrument, personnel, documents and other requirements to carry out specified tests required during the design stage, obtain permits/clearances and proper implementation of the project.
2. The Contractor shall submit to the SSS Implementing Unit for its approval a detailed program of works within five (5) calendar days after the conduct of kick-off meeting, which shall include the following:
 - a. The order in which it tends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction;
 - b. Periods for review of specific outputs and any other submission and approvals;
 - c. Sequence of timing for inspection and tests;
 - d. General description of the design and construction methods to be adopted;
 - e. Number and names of personnel to be assigned for each stage of work;
 - f. List of equipment required on site for each stage of the work;
3. During construction, any error, inconsistency and inadequacy/failure on works resulting from implementation of design plans/drawings and other technical documents submitted by the Contractor shall be redesigned and/or rectified by the Contractor at its own expense. Likewise, if the Contractor wishes to modify the approved design, the Contractor shall notify the SSS Implementing Unit of the same. Plans/drawings and related documents corresponding to modified design shall then be issued by the Contractor to SSS Implementing Unit for approval prior to implementation. Such design modification should not entail additional expense on the part of the SSS.
4. The Contractor shall be solidarily liable for any and all damages caused as a result of acts or omissions of the latter that violate the Contract of Documents without the knowledge and consent of the SSS.
5. The Contractor shall pay the amount equivalent to One Tenth of One Percent (1/10 of 1%) of the total Service Fee as Liquidated Damages for each calendar day of delay or refusal to perform its obligation under the Contract Agreement in addition to the actual loss or damages which the SSS may prove. Such amount shall be deducted from any money due or which may become due to the Contractor or collected from the Performance Security posted by the Contractor, whichever is more convenient to the SSS.
6. If the Contractor shall violate any of the Terms and Conditions of the Contract Agreement or shall neglect to perform any of their work, duties, functions, responsibilities or obligations stipulated therein, or for any other causes shall not carry the tasks in acceptable manner and by reason thereof, the SSS suffers damage and losses, the Contractor shall be assessed a penalty in the amount equivalent to Ten Percent (10%) of the total Service Fee in addition to the actual loss or damages as determined/proven by SSS.
7. The Contractor shall hold the SSS free from all claims, liabilities, losses and suits arising from error in design, error in plans and other errors relative to its services.

X. INSTITUTIONAL ARRANGEMENT

1. The SSS shall provide full information to the Consultant of its requirements for the Project.
2. The SSS shall provide any available building plans to be utilized as reference for the conduct of the above undertaking.
3. The SSS through its Engineering and Facilities Management Department shall be responsible for the following:
 - a. Directly monitor and supervise the conduct of the above undertaking.
 - b. Provide access, work permits, gate pass, authorization and clearance to the building work area in coordination with the Security Office.
4. All technical documents submitted by the Contractor shall be reviewed and approved by the Social Security System.



Section VII. Drawings



Section VIII. Bill of Quantities

Project : Replacement of Emergency Exit Stairs at SSS Makati Building

Location : Ayala Avenue cor. V.A. Rufino Street, Makati City

BILL OF QUANTITIES (BOQ) FORM											
ITEM	DESCRIPTION	QTY.	UNIT	MATERIALS		LABOR & EQUIPMENT		TOTAL DIRECT COST	MARK-UP	VAT	TOTAL COST
				UNIT COST	TOTAL	UNIT COST	TOTAL				
(A)	(B)	(C)	(D)	(E)	(F = C x E)	(G)	(H = C x G)	(I = F+H)	(J = % x I)	(K = % x (I+J))	(L = I+J+K)
I	PRE-CONSTRUCTION STAGE										
1.	Engineering Surveys and Investigation										
1.1	Conduct of site surveys and investigations i.e soil tests, floor elevations, and other data necessary in design preparation/computations	1	lot								
1.2	Documents/reports on results of engineering surveys and investigations (signed-and-sealed)	5	sets								
	Subtotal 1 - Engineering Surveys and Investigation										=
2.	Detailed Engineering and Architectural Design										
2.1	Preparation and printing/reproduction of signed-and-sealed engineering and architectural design plans/drawings:										
a)	Preliminary design - A3, plain white paper	3	sets								
b)	Final Design - 24" x 36" tracing paper	1	set								
c)	Final Design - 24" x 36" blue print	10	sets								
2.2	Preparation and printing/reproduction of documents/reports (cost estimates, Technical Specifications, engineering design computations, etc.) in A4, plain white paper	5	sets								
	Subtotal 2 - Detailed Engineering and Architectural Design										=
	Subtotal I - Pre-construction Stage (Σ Subtotals 1 & 2)										=
II	CONSTRUCTION STAGE										
1.	General Requirements										
1.1	Permits,clearances and other applicable government taxes (including construction plans/drawings and other permit requirements,fees and as-built plans/drawings)	1	lot	-	-				-	-	
1.2	Temporary Facilities/Utilities	1	lot								
1.3	Safety equipment (safety nets,fall protection,signage) and Occupational Safety and Health Program	1	lot								
1.4	Equipment Expenses/Rentals (Truck-Mounted Crane, P&H 330-TC - 30T) (Dump Truck - 5.30 cu.m.) (Concrete Mixer, 0.30 cu.m. / 2 bagger) (Generator Sets, 151-200 kW) (Pneumatic Paving Breakers with oiler and attachments) (Welding Machine, 230-300 amp) (Air Compressors, 331-350 CFM) (Miscellaneous Equipment)	1	lot								

ITEM	DESCRIPTION	QTY.	UNIT	MATERIALS		LABOR & EQUIPMENT		TOTAL DIRECT COST (I = F+H)	MARK-UP (J = % x I)	VAT (K = % x (I+J))	TOTAL COST (L = I+J+K)
				UNIT COST (E)	TOTAL (F = C x E)	UNIT COST (G)	TOTAL (H = C x G)				
(A)	(B)	(C)	(D)	(E)	(F = C x E)	(G)	(H = C x G)	(I = F+H)	(J = % x I)	(K = % x (I+J))	(L = I+J+K)
	Subtotal 1 - General Requirements										=
2.	Civil Works										
2.1	Demolition works, and hauling/disposal of unsuitable materials, excess materials and debris	1	lot								
2.2	Earthworks	1	lot								
2.3	Concrete Works	1	lot								
2.4	Formworks and Scaffoldings	1	lot								
2.5	Steel Works	1	lot								
2.6	Painting Works	1	lot								
2.7	Roofing Works	1	lot								
	Subtotal 2 - Civil Works										=
	Subtotal II - Construction Stage (Σ Subtotals 1 & 2)										=
III	POST-CONSTRUCTION STAGE										
1.	Preparation and printing/reproduction of signed-and-sealed as-built plans/drawings										
1.1	24" x 36" tracing paper	1	set								
1.2	24" x 36" blue print	5	sets								
1.3	A4, plain white paper	1	set								
2.	Preparation and printing/reproduction of documents/reports (building permit, compliance to LGU and other regulatory agencies, amended/revised engineering design computations, if any, etc.)	1	lot								
	Subtotal III - Post-construction Stage										=
	TOTAL PROJECT COST (Σ Subtotals I, II, III)										

GENERAL CONDITIONS:

- For uniformity and evaluation purposes, a bidder shall adhere to the herein prescribed format of BOQ, specifically in the formula for computation, given quantity and exclusive pay items. Any deviation from the format shall be a ground for disqualification of bid.
- Fill up all required items/field in the BOQ. Failure to indicate any of the following shall mean outright disqualification since bid is considered non-responsive:
 - if item is given for free, indicate dash (-), zero (0) or free
 - If the item is not applicable, indicate N/A
- Each bidder shall be provided with hard copy of the BOQ Form (attached in the PBD) and an electronic copy for faster and easier encoding. The hard copy shall serve as the bidder's reference as to completeness of work items, quantity, formula, format, etc. in the BOQ Form considering that the electronic copy is prone to alterations during encoding. Any discrepancy on the contents (specially on the quantity and inclusive pay items) between the hard copy and electronic, the contents of the hard copy shall prevail.
- Bidder are not allowed to include any pay items that were not indicated in the form supplied Bill of Quantities. In instances where necessary work items are inadvertently left out in BOQ Form, a bidder should make a written query to the Bids and Awards Committee so that the same shall be addressed in the Bid Bulletin which will be issued to all participating bidders.

ITEM	DESCRIPTION	QTY.	UNIT	MATERIALS		LABOR & EQUIPMENT		TOTAL DIRECT COST	MARK-UP	VAT	TOTAL COST
				UNIT COST	TOTAL	UNIT COST	TOTAL				
(A)	(B)	(C)	(D)	(E)	(F = C x E)	(G)	(H = C x G)	(I = F+H)	(J = % x I)	(K = % x (I+J))	(L = I+J+K)

5. Bidders shall include in the detailed estimate the breakdown of materials & labor for quantities specified in LOT (unit of measure) in BOQ.
6. All documents must be signed, and each and every page thereof must be initialed by the duly authorized representative/s of the Bidder.
7. Mark-up shall include the following:
 - a) Overhead expenses such as office expenses, supervision, transportation allowances, and financing costs (Premium on CARI, Bid Security, Performance Security, Surety for advance payment, Warranty bond)
 - b) Contingencies, Miscellaneous Expenses and Contractor's Profit margin
8. It is the responsibility of the Bidder to check the arithmetical computation provided herein.

Submitted by : _____
(Name of Bidder / Company Name)

Prepared by : _____
(Company Representative - Signature over printed name and designation/position)

Address : _____

Telephone/Contact No.: _____

Date: _____

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 Certificate of Platinum Registration and Membership (Platinum Membership) (all pages);

or

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) Philippine Contractors Accreditation Board (PCAB) License;

or

- (e) Special PCAB License in case of Joint Ventures;

and registration for the type and cost of the contract to be bid; **and**

- (f) 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

- (g) Project Requirements, which shall include the following:

- a. Preliminary Conceptual Design Plan

- b. Design and Construction Methodology

- c. Organizational chart for the contract to be bid;

- d. List of contractor’s key personnel (*e.g.*, Project Manager, Structural Engineer, Project Engineer, Engineering Assistant, and Foreman), to be assigned to the contract to be bid, with their complete qualification and experience data;

- e. 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;

- f. Value Engineering analysis of Design and Construction Method; **and**

- (h) 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

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

- (j) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).

Class “B” Documents

- (k) 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

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

Other documentary requirements under RA No. 9184

- (m) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (n) 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**
- (o) Cash Flow by Quarter.

IMPORTANT REMINDERS

- A) Each and every page of the Bid Forms, under Section VIII: Checklist of Technical and Financial Documents hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- B) Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.
- C) Bid documents shall be compiled in a folder/binder with the Annexes properly labeled with tabs/separators.
- D) Bidders shall submit their bids through their duly authorized representative enclosed in separate sealed envelopes, which shall be submitted simultaneously:
- a) The first three individually sealed envelopes shall contain the folder/binder of the Eligibility Requirements and Technical Component of the bid; prepared in three copies labeled as follows:
- Envelop (1): ORIGINAL – Eligibility Requirements and Technical Component
Envelop (2): COPY1 – Eligibility Requirements and Technical Component
Envelop (3): COPY2 – Eligibility Requirements and Technical Component
- b) The next three individually sealed envelopes shall contain the folder/binder of the Financial Component of the bid; prepared in three copies labeled as follows:
- Envelop (4): ORIGINAL – Financial Component
Envelop (5): COPY1 – Financial Component
Envelop (6): COPY2 – Financial Component
- c) Bidders shall enclose, seal and mark the following:
- Envelop (7): Envelope (1) and Envelope (4) enclosed in one sealed envelope marked “ORIGINAL–BID”
- Envelop (8): Envelope (2) and Envelope (5) enclosed in one sealed envelope marked “COPY1–BID”
- Envelop (9): Envelope (3) and Envelope (6) enclosed in one sealed envelope marked “COPY2–BID”
- d) Envelopes (7) to (9) shall then be enclosed in a single sealed, signed final/outer envelope/package/box
- e) All envelopes (Envelopes (1) to (9) and the final/outer envelope/package/box) shall indicate the following:
- addressed to the Procuring Entity’s BAC

- name and address of the Bidder in capital letters
- name of the contract/project to be bid in capital letters
- bear the specific identification/reference code of this bidding process
- bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids

<p>THE CHAIRPERSON</p> <p>BIDS AND AWARDS COMMITTEE</p> <p>2ND FLOOR, SSS MAIN BUILDING</p> <p>EAST AVENUE, DILIMAN, QUEZON CITY</p> <p>NAME OF BIDDER : _____</p> <p>ADDRESS : _____</p>
--

- E) Bids submitted after the deadline shall only be marked for recording purpose, shall not be included in the opening of bids, and shall be returned to the bidder unopened.
- F) Bidders shall submit a copy of the Authority to Notarize issued by the Regional Trial Court to the Notarial Public.

FORMS

Bid Form for the Procurement of Infrastructure Projects

BID FORM

**REPLACEMENT OF TWO (2) EMERGENCY EXIT STAIRS
(DESIGN AND BUILD) AT SSS MAKATI BUILDING**

Date: _____

Project Identification No.: _____

To: SOCIAL SECURITY SYSTEM
East Avenue, Diliman, Quezon City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: **(Insert name of contract)**;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
 - a. The total price of our Bid in words and figures, excluding any discounts offered below is: **(insert information)**;
 - b. The discounts offered and the methodology for their application are: (insert information);
 - c. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates,
 - d. Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
 - e. If our Bid is accepted, we commit to obtain a Performance Security in the amount of **[insert percentage amount]** percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines for this purpose;
 - f. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
 - g. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
 - h. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
 - i. We likewise certify/conform that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the **(Replacement of Two (2) Emergency Exit Stairs at SSS Makati Building)** of the [Name of the Procuring Entity].

- j. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

GPPB Resolution No. 16-2020, dated 16 September 2020

Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES) CITY OF
_____) S.S.

BID SECURING DECLARATION

Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]*
[year] at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity] Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

GPPB Resolution No. 16-2020, dated 16 September 2020

**Contract Agreement Form for the
Procurement of Infrastructure Projects (Revised)**

*[not required to be submitted with the Bid, but it shall be submitted within ten (10) days
after receiving the Notice of Award]*

CONTRACT AGREEMENT

THIS AGREEMENT made between:

SOCIAL SECURITY SYSTEM, a government-owned and controlled corporation created pursuant to Republic Act No. 11199, with principal office address at SSS Building, East Avenue, Diliman, Quezon City, represented herein by its Approving Authority and (Position of Approving Authority), (Name of Approving Authority) and (Position of Signatory), (Name of signatory), duly authorized pursuant to Administrative Order _____, _____ (pertaining to Approving Authority) (Annex “A”) and Office Order _____, _____ (Annex “B”) (pertaining to signatories), hereinafter referred to as the “SSS”;

- a n d -

(NAME OF CONTRACTOR), of legal age, Filipino, single/married, with principal address at _____, hereinafter referred to as the “Contractor”.

If corporation

(NAME OF CONTRACTOR), a corporation duly created and existing pursuant to the laws of the Republic of the Philippines, with principal office address at _____, represented herein by its (Position of Signatory), (Name of Signatory), duly authorized pursuant to _____, _____, hereinafter referred to as the “Contractor”.

WHEREAS, the Entity is desirous that the Contractor execute [name and identification number of contract] (hereinafter called “the Works”) and the Entity has accepted the Bid for [contract price in words and figures in specified currency] by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any

- b. Contractor's bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder's conforme thereto; and

- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

- 3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
- 4. The SSS agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

SSS

[Insert Name of Supplier]

(In case of double acknowledgment)

SIGNED IN THE PRESENCE OF:

(Name of Certifying officer as to availability of funds)
(Position of Certifying Officer)
(Department/Office of Certifying Officer)

FUNDS AVAILABLE:

APP No.: _____

FIRST ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, on this _____ day of _____ personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same person who executed the foregoing Agreement, consisting of _____ (___) pages, including this page and excluding annexes, and he/she/they acknowledged to me that the same is his/her/their free and voluntary act and deed as well as the free and voluntary act and deed of the principal he/she /they represent/s in this instance.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.

SIGNED IN THE PRESENCE OF:

SECOND ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, on this _____ day of _____ personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same person who executed the foregoing Agreement, consisting of _____ (____) pages, including this page and excluding annexes, and he/she/they acknowledged to me that the same is his/her/their free and voluntary act and deed (if corporation to include succeeding phrase) as well as the free and voluntary act and deed of the principal he/she /they represent/s in this instance.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.

Omnibus Sworn Statement (Revised)

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

AFFIDAVIT

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

1. **Select one, delete the other:**

[If a sole proprietorship:] I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. **Select one, delete the other:**

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]* as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached [state title of attached documents showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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

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

6. **Select one, delete the rest:**

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a) Carefully examining all of the Bidding Documents;
 - b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Consultant]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s.1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

GPPB Resolution No. 16-2020, dated 16 September 2020

Performance Securing Declaration (Revised)

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS

AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

STATEMENT OF ALL ITS ON-GOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YER STARTED

NAME OF CONTRACT	DATE OF CONTRACT	CONTRACT DURATION	CONTACT PERSON, CONTACT NO., ADDRESS, AND EMAIL ADDRESS	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE PROJECT TO BE BID EQUIVALENT TO AT LEAST 50% OF THE ABC WITH ATTACHED SUPPORTING DOCUMENTS (i.e. P.O/CONTRACTS)

NAME OF CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	CONTACT PERSON, CONTACT NO., ADDRESS, AND EMAIL ADDRESS

Formula in the Computation of NFCC

 NAME OF PROJECT

 NAME OF COMPANY

NFCC = 15 (Current Assets – Current Liabilities) – Value of All Outstanding Works under On-going Contracts including Awarded Contracts yet to be started)

YEAR	CURRENT ASSETS	CURRENT LIABILITIES
TOTAL		

Value of Outstanding Works under On-going Contracts:

CONTRACT DESCRIPTION	TOTAL CONTRACT AMOUNT AT AWARD	PERCENTAGE OF PLANNED AND ACTUAL ACCOMPLISHMENT	ESTIMATED COMPLETION TIME
TOTAL			

Use additional sheet/s, if necessary

FORMULA:

$$15 \left(\frac{\text{Current Assets}}{\text{Current Assets}} - \frac{\text{Current Liabilities}}{\text{Current Liabilities}} \right) - \frac{\text{Total Outstanding Works}}{\text{Total Outstanding Works}} = \text{NFCC}$$

P _____
 NFCC

Prepared and Submitted by:

 Signature over Printed Name

(Name of Bank)

COMMITTED LINE OF CREDIT CERTIFICATE

Date: _____

Social Security System (SSS)
SSS Main Building, East Avenue
Diliman, Quezon City

CONTRACT PROJECT	:	_____
COMPANY/FIRM	:	_____
ADDRESS	:	_____
BANK/FINANCING	:	_____
INSTITUTION	:	_____
ADDRESS	:	_____
AMOUNT	:	_____

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

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until issuance of Certificate of Acceptance by the Social Security System.

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

The committed line of credit cannot be terminated or cancelled without the prior written approval of Social Security System.

Name and Signature of Authorized Financing Institution Office

Office Designation

Concurred by:

Name & Signature of (Supplier/Distributor/Manufacturer/Contractor) Authorized Representative

Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____ Philippines, Affiant exhibited to me his/her competent Evidence of Identity (as defines by the 2004 Rules on Notarial Practice _____ issued on _____ at _____, Philippines.

NOTARY PUBLIC

Doc No. : _____
Page No. : _____
Book No. : _____
Series of : _____

(Note: The amount committed should be machine validated in the Certificate itself)

TPF 1. PRELIMINARY CONCEPTUAL DESIGN PLAN

TPF 2. DESIGN AND CONSTRUCTION METHODOLOGY

TPF 3. A. ORGANIZATIONAL CHART

TPF 3. B. LIST OF KEY PERSONNEL

1. DESIGN STAGE (DETAILED ENGINEERING DESIGN)

Key Personnel Position		Name	License No.	Years of Relevant Experience
1	Project Manager/ (Architect/Civil Engineer)			
2	Structural Engineer			
3	Engineering Assistant/ CADD Operator.Draftsman			

2. CONSTRUCTION STAGE

Key Personnel Position		Name	License No.	Years of Relevant Experience
1	Project Manager (Architect/Civil Engineer)			
2	Project / Site Engineer (Civil Engineer)			

TPF 3.C. Format of Curriculum Vitae (CV) for Proposed Key Personnel

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on project. Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

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

Commitment:

I also commit to work for the Project in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

_____ Date: _____
[Signature of staff member and authorized representative of the firm] *Day/Month/Year*

Full name of staff member: _____

Full name of authorized representative: _____

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ **until** _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

TPF 4. LIST OF CONTRACTOR'S EQUIPMENT

**TPF 5. VALUE ENGINEERING ANALYSIS OF DESIGN AND
CONSTRUCTION METHOD**

