

**NATIONAL ELECTRIFICATION
ADMINISTRATION**

**Procurement of Supply of Labor,
Materials and Other Consumables
for the Repainting of Facade/Exterior
Walls and Lobby Ground of NEA
Building Including Repair of Stairs
of the Entrance and Fire Exit**

NEA ITB No. 2024-03

Government of the Republic of the Philippines

**Sixth Edition
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Preface

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

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

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

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

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

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

TABLE OF CONTENTS

Glossary of Terms, Abbreviations, and Acronyms	5
Section I. Invitation to Bid	8
Section II. Instructions to Bidders	11
1. Scope of Bid.....	12
2. Funding Information.....	12
3. Bidding Requirements	12
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	12
5. Eligible Bidders	13
6. Origin of Associated Goods.....	13
7. Subcontracts.....	13
8. Pre-Bid Conference.....	13
9. Clarification and Amendment of Bidding Documents	13
10. Documents Comprising the Bid: Eligibility and Technical Components.....	14
11. Documents Comprising the Bid: Financial Component.....	14
12. Alternative Bids	14
13. Bid Prices	15
14. Bid and Payment Currencies.....	15
15. Bid Security	15
16. Sealing and Marking of Bids	15
17. Deadline for Submission of Bids	15
18. Opening and Preliminary Examination of Bids.....	16
19. Detailed Evaluation and Comparison of Bids.....	16
20. Post Qualification.....	16
21. Signing of the Contract.....	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	19
1. Scope of Contract.....	20
2. Sectional Completion of Works.....	20
3. Possession of Site.....	20
4. The Contractor's Obligations.....	20
5. Performance Security.....	21
6. Site Investigation Reports.....	21

7.	Warranty	21
8.	Liability of the Contractor	21
9.	Termination for Other Causes.....	21
10.	Dayworks	22
11.	Program of Work	22
12.	Instructions, Inspections and Audits.....	22
13.	Advance Payment	22
14.	Progress Payments	22
15.	Operating and Maintenance Manuals	22
Section V. Special Conditions of Contract.....		24
Section VI. Specifications.....		28
Section VII. Drawings		36
Section VIII. Bill of Quantities.....		37
Section IX. Checklist of Technical and Financial Documents		40

Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Invitation to Bid for the Procurement of Supply of Labor, Materials and Other Consumables for the Repainting of Facade/Exterior Walls and Lobby Ground of NEA Building Including Repair of Stairs of the Entrance and Fire Exit

1. The *National Electrification Administration (NEA)*, through the *FY 2024 Maintenance and Other Operating Expenses (MOOE) under the Repairs and Maintenance* intends to apply the sum of *Six Million Two Hundred Fifty Thousand Pesos (₱6,250,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *the Procurement of the Supply of Labor, Materials and Other Consumables for the Repainting of Facade/Exterior Walls and Lobby Ground of NEA Building Including Repair of Stairs of the Entrance and Fire Exit/NEA ITB No. 2024-03*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *National Electrification Administration (NEA)* now invites bids for the above Procurement Project. Completion of the Works is required *within four (4) months from the issuance of Notice to Proceed*. Bidders must be competent and experienced in the field of repainting works with a minimum of five (5) years prior experience on similar projects and should have a valid and current Philippine Contractors Accreditation Board (PCAB) License, Category "C" or "D", with a classification General Engineering (GE-1) or Specialty – Painting Work (SP-PN). The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *National Electrification Administration (NEA)* and inspect the Bidding Documents at the *#57 NIA Road, Government Center, Diliman, Quezon City, 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 on *26 January 2024* from given address and website/s below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos only (₱10,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by or through electronic means.

6. The *National Electrification Administration (NEA)* will hold a Pre-Bid Conference¹ on *07 February 2024 at 10:00 A.M. at Cultural Affairs Room, 2nd Floor, NEA Building, #57 NIA Road, Government Center, Diliman, Quezon City*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before *19 February 2024 at 10:00 A.M.* Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on *19 February 2024 at 10:15A.M* at *Cultural Affairs Room, 2nd Floor, NEA Building, #57 NIA Road, Government Center, Diliman, Quezon City.* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *National Electrification Administration (NEA)* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Ms. Rhina H. Angue
Chairperson, BAC Secretariat
National Electrification Administration
#57 NIA Road, Government Center, Diliman, Quezon City
E-mail address: nea.bac.secretariat9184@gmail.com
Tel. No.: 8929-19-09 local 180

12. You may visit the following websites:

For downloading of Bidding Documents:

<https://www.gppb.gov.ph/downloadable-forms>
www.nea.gov.ph

Quezon City, Philippines, 26 January 2024


ATTY. ALEXANDER PAUL T. RIVERA
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. **Scope of Bid**

The Procuring Entity, *National Electrification Administration (NEA)* invites Bids for the *Procurement of the Supply of Labor, Materials and Other Consumables for the Repainting of Facade/Exterior Walls and Lobby Ground of NEA Building Including Repair of Stairs of the Entrance and Fire Exit*, with Project Identification Number *NEA ITB 2024-03*.

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

2. **Funding Information**

2.1. The GOP through the source of funding as indicated below for *FY 2024 Maintenance and Other Operating Expenses (MOOE)* in the amount of *Six Million Two Hundred Fifty Thousand Pesos (P6,250,000.00)*.

2.2. The source of funding is the Corporate Operating Budget.

3. **Bidding Requirements**

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and

obstructive practices defined under Annex “T” 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 *02 February 2024 at 10:00 A.M. at Cultural Affairs Room, 2nd Floor, NEA Building, #57 NIA Road, Government Center, Diliman, Quezon City* as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

14.2. Payment of the contract price shall be made in 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 from the date of the opening of bids*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

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

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

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

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

Bid Data Sheet

ITB Clause	
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p><i>a. Supply of Labor, Materials and Other Consumables for the Repainting of Facade/Exterior Walls and Lobby Ground of NEA Building Including Repair of Stairs of the Entrance and Fire Exit.</i></p> <p><i>b. The project, including the issuance of required permits, shall be completed four (4) months from the issuance of Notice to Proceed.</i></p>
7.1	<i>Subcontracting is not allowed.</i>
10.3	<p><i>The BIDDER must be competent and experienced in the field of repainting works with a minimum of five (5) years prior experience on similar projects and should have a valid and current Philippine Contractors Accreditation Board (PCAB) License, Category "C" or "D", with a classification General Engineering (GE-1) or Specialty – Painting Work (SP-PN).</i></p> <p>The key personnel must meet the required minimum years of experience set below: The Project-in-Charge, an engineer/architect, who will administer the painting works must be well-trained and experienced paint applicator with at least three (3) years' experience and at least three (3) years of experience as general contractor.</p>
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p><i>a. The amount of not less than One Hundred Twenty-Five Thousand Pesos (P125,000.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</i></p> <p><i>b. The amount of not less than Three Hundred Twelve Thousand Five Hundred Pesos (P312,500.00) if bid security is in Surety Bond.</i></p>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. **Scope of Contract**

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

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

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

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause									
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid.								
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative <i>within ten (10) calendar days</i> of delivery of the Notice of Award.								
13	The amount of the advance payment is <i>Fifteen Percent (15%) upon signing of the contract and issuance of Notice to Proceed (NTP)</i> .								
14	<p>1. Seventy-Five Percent (75%) progress billing, as follows:</p> <table border="1" style="margin-left: 40px;"> <tbody> <tr> <td style="padding: 2px;">First Progress Billing (20% of the contract cost)</td> <td style="padding: 2px;">30% of the repainting works accomplished</td> </tr> <tr> <td style="padding: 2px;">Second Progress Billing (20% of the contract cost)</td> <td style="padding: 2px;">60% of the repainting works accomplished</td> </tr> <tr> <td style="padding: 2px;">Third Progress Billing (20% of the contract cost)</td> <td style="padding: 2px;">90% of the repainting works accomplished</td> </tr> <tr> <td style="padding: 2px;">Fourth Progress Billing (15% of the contract cost)</td> <td style="padding: 2px;">100% of the repainting works accomplished and submission of close out documents.</td> </tr> </tbody> </table> <p>2. Ten Percent (10%) retention upon issuance of Certificate of Final Inspection and Acceptance.</p> <p>3. All payments made shall be subject to the usual government accounting and auditing rules and regulations.</p>	First Progress Billing (20% of the contract cost)	30% of the repainting works accomplished	Second Progress Billing (20% of the contract cost)	60% of the repainting works accomplished	Third Progress Billing (20% of the contract cost)	90% of the repainting works accomplished	Fourth Progress Billing (15% of the contract cost)	100% of the repainting works accomplished and submission of close out documents.
First Progress Billing (20% of the contract cost)	30% of the repainting works accomplished								
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Third Progress Billing (20% of the contract cost)	90% of the repainting works accomplished								
Fourth Progress Billing (15% of the contract cost)	100% of the repainting works accomplished and submission of close out documents.								
15	<p><u>Before Commencing Any Work or Providing Any Material at the Jobsite</u></p> <p>1.1. The Contractor's All-Risk Insurance (CARD) shall be submitted to NEA within ten (10) calendar days upon receipt of Notice of Award (NOA).</p> <p>1.2. Samples, Project Bar Chart/S-Curve for the NEA's approval within five (5) calendar days upon receipt of Notice to Proceed</p> <p>1.3. Submit at least three (3) Perspective Drawing with the color combination that include shades of green for NEA approval.</p> <p>1.4. The CONTRACTOR's proposed Work Plan shown in Gantt Chart, a mandatory part of the Technical Proposal, should provide a more detailed schedule of activities.</p> <p>1.5. Samples and/or technical brochures of all materials to be used in the project within ten (10) calendar days upon receipt of Notice to Proceed which include but may not be limited to the following for NEA's approval:</p>								

	<p>1.5.1. Painting Materials/Brochures with technical specifications.</p> <p>1.5.2. Manufacturer's printed Product Installation Instructions.</p> <p>1.6. The proposed delivery of materials, tools and equipment, and manpower schedules for proper monitoring five (5) calendar days after the pre-construction/kick-off meeting.</p> <p>1.7. A suitable Construction Safety and Health Program, which must be in accordance with Occupation Safety and Health (OSH) Standard, rules and issuances by the DOLE. The safety program shall state the following:</p> <p>1.7.1. Composition of Construction Safety and Health Committee.</p> <p>1.7.2. Specific safety policies which shall be observed at the area of construction which include but not limited to Fall Protection, Chemical Hazards, and Materials Handling and Storage.</p> <p>1.7.3. Penalties and sanctions for violations of the safety program.</p> <p>1.7.4. The manner of disposing of waste arising from the construction.</p> <p>1.7.5. Includes the appointment of a full-time safety officer-in-charge of the implementation of the said program.</p> <p>1.7.6. The design of temporary facilities and materials to be used for approval of NEA. The temporary facilities will be used only for the storage of tools and materials.</p> <p>2. Prior to the issuance of Certificate of Completion (COC)</p> <p>The Agency reserves the right not to issue a Certificate of Satisfactory Performance on the basis of the non-submission of any of the items below:</p> <p>2.1. Original Copy of "Record Drawing/Plan" complete with legend, technical specifications, and measurements.</p> <p>2.2. Final Project Report including photo documentations before, during and after implementation works. Each photo-documentation should have the date and time stamps in jpg-format.</p> <p>2.3. As-built Plan – Plans should be approved by NEA. The CONTRACTOR shall submit shop drawings as required by NEA. A complete set of As-Built Drawings in printed form (20" x 30") and/or A3 whichever is required by NEA and an electronic copy in AutoCAD.</p>
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	<p>2.4. Warranty Certificate of at least two (2) years against poor workmanship and defects traceable to materials. The form shall be in accordance with the provision stated in Section 62 of the Revised Implementing Rules and Regulations IRR of R.A. 9184</p>
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Section VI. Specifications

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted

subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

SCOPE OF WORK

A. MOBILIZATION, PROVISION AND REMOVAL OF TEMPORARY FACILITIES

1. Submit design of temporary facilities and materials to be used for approval of NEA. The temporary facilities will be used only for the storage of tools and materials.
2. Install, operate, and maintain adequate required number of temporary hoists, scaffolds, runways, ladders, safety precautions and the like.
3. All temporary services and installed facilities shall be removed by the CONTRACTOR upon completion of the project and as directed by NEA. Any damages and alteration caused by such installation and removal are responsibility and shall be restored by the CONTRACTOR

B. CIVIL WORKS

1. Surface Preparation

- 1.1. Prepare surfaces in a skillful manner to produce finished work of first-class appearance and durability.
- 1.2. Clean surfaces free from rust, dirt, oil, grease, and other foreign matter prior to primer coat. Be sure that surfaces are sanding free, clean, and dry
- 1.3. Repair all voids, cracks, nicks, dents, etc. with suitable patching material and for water proofing.
- 1.4. Sand, wire brush or scrap all rusty metal surfaces and apply metal etching solution to remove all rust, letting solution stay on the affected surface for 10 – 15 minutes. Wash off surface thoroughly with mineral spirits, letting dry before applying paint.
- 1.5. Primer should be applied on the treated surface for a few hours after application of etching solution to avoid the early onset of rust.
- 1.6. Apply at least a coat of anti-corrosive paint on ferrous metal. Effectiveness is directly related to film thickness. Use appropriate metal primer and remove all foreign matter. For very smooth metal surfaces, lightly sand and clean area to provide paint film anchorage.
- 1.7. For galvanized metals - clean entire surface with paint thinner or soap and water. Rinse thoroughly and let dry. Apply suitable paint on the same day.
- 1.8. For concrete - remove scaling, flaking, blistering, and peeling of paint either with the use of paint remover, wire brushing, scraping or water-blasting. Let surface dry.
- 1.9. For chalking paint – use masonry surface conditioner as primer.

- 1.10. For removal of mildew infestation – use fungicidal wash solution by swabbing or brushing.
- 1.11. To ensure proper treatment, allow applied treatments to remain on the surface for twenty-four (24) hours. Brush off excess, rinse with water and let dry thoroughly before applying new coat of paint.
- 1.12. Haul and dispose debris properly and to be placed to designated areas provided by NEA.

2. Repainting

- 2.1. Do not remix paints of different types.
- 2.2. Mix paint with proper consistency. Stir paint thoroughly to keep pigment in even suspension when paint is being applied.
- 2.3. Unless otherwise indicated, apply paint in three coats (priming, body and finish) and allow each coat to dry thoroughly before next coat is applied (at least 24 hours between application of coats). NEA representative shall inspect each coat before proceeding to other area.
- 2.4. If at three coats the surface has not been satisfactorily finished, the CONTRACTOR shall apply the necessary number of coats to obtain desired evenness at no extra cost to NEA end user.
- 2.5. Touch up knots, pitch streaks, etc. where finish calls for interior enamel. Use approved sealer for exterior surfaces.
- 2.6. Sand smooth surfaces to be finished with enamel or varnish. Use fine sandpaper between coats to produce even, smooth surface.
- 2.7. Do not paint exterior surfaces while still damp or during rainy or damp weather.

C. REPAIR

1. Fire Exit Stairs

- 1.1. Remove all debris and clean the area of the stair steps crack to ensure that the new material can properly bond to the damaged
- 1.2. Tighten the loose screws on the handrails and replace the screw and pipe base support if rusty.
- 1.3. If pipe handrails had a hole due to rust it shall be replaced.
- 1.4. The rusted stair nosing shall be replaced into aluminum stair nosing.

2. Entrance Lobby and Stairs

- 2.1. Properly remove the existing wash stone at the NEA entrance stairs.

- 2.2. Make sure the surface is free of debris or dust before installing the new whitewash stone.

D. PUNCH LIST, CLEANING, CLEARING AND TURN-OVER

1. Correct all noted punch lists, defects and/or needed replacements identified and observed.
2. Restore to its original condition any facility and fixture that has been damaged due to repainting works, repairing works and accidents arising during implementation, if any.
4. Cleaning, clearing of the area, and hauling/ disposal of debris should be done properly before turn-over.
5. Demobilize and turn-over the entire project for acceptance of NEA or its authorized representative.

III. SPECIFICATIONS

1. Use 100% acrylic elastomeric wall paint type for concrete surface.
2. Use acrylic solvent-based coating type for metal surface.
3. Use non-skid paint for steps/landing.
4. Use aluminum 5mm high max for stair nosing.

IV. BILL OF MATERIALS

Item no.	Description	Unit	Qty
1.0	CIVIL WORKS		
1.1	Painting Works (Repainting)		
1.1.1	NEA Main Building	sq.m.	6,952.30
1.1.2	Ground Floor Lobby	sq.m.	482.40
1.1.3	Penthouse	sq.m.	490.52
1.1.4	Power House	sq.m.	220.80
1.1.5	Main Electrical Room	sq.m.	58.89
1.1.6	Fire Exit Wall	sq.m.	1,065.60
1.1.7	Stair Steps and Landing	sq.m.	287.90
1.1.8	Fire Exit Handrails	sq.m.	106.96
1.2	Repair Works		
1.2.1	Fire Exit Handrails and Stair Steps	lot	1
1.2.2	Entrance Stair		
	• Replacement of Wash Stone	cum	4.70
	• Tiling of Rough Floor (Lobby Entrance)	Sq.m	50

V. RESPONSIBILITIES OF THE CONTRACTOR

1. Provide technical supervision, skilled manpower, tools, equipment and suitable highest quality materials.

2. Make sure that the materials and paint to be used all throughout the area shall be of highest quality and approved brand and passed in the inspection by NEA representative prior to its usage or application. Same shall be supported by valid documents, i.e. invoice, delivery receipt, etc. from the source suppliers.
3. Ensure compliance to all applicable Environmental, Health and Safety regulations required by law as well as the safety provisions for warehousing/storage of materials and equipment.
4. Ensure that all exposed finish hardware, lighting fixtures and accessories, plumbing fixtures and accessories, glasses and the like shall be adequately protected prior to painting works so that these will not be stained with paint and other painting materials. All other surfaces which would be endangered by stains and paint marks should be taped and covered with craft paper or similar materials.
5. Ensure that all safety requirements (safety signage, shoes, vest, hard hat, safety harness, lifeline), fire extinguishers and all other fire protected equipment in the working areas are provided.
6. Ensure that the performance, appearance and proper functioning of the NEA building and its facilities shall not be affected by the contracted works.
7. Secure and submit all bonds, permits, insurances and other requirements necessary under the law and in the implementation of the project.
8. Ensure the conduct of hauling and disposal of garbage/waste materials.

VI. RESPONSIBILITIES OF THE NEA

1. Provide for temporary power facility required for the entire repainting works phase. The CONTRACTOR shall provide conduits, wires, connections and accessories and labor.
2. Provide a temporary water facility that will be used during the entire repainting work stage. The CONTRACTOR shall provide a water meter, pipes, hoses, and accessories for tapping in the existing water pipeline of NEA. The water consumed will be paid by the CONTRACTOR on a monthly basis in the amount to be agreed upon by both parties.
3. Issue the necessary working permit and/or gate pass to the CONTRACTOR.

VII. GENERAL REQUIREMENTS

1. The principal features of the work do not, in any way, limit the responsibilities of the CONTRACTOR to the general description of his/her scope of work. He/she shall perform all the work fully and make operational to the intent of the project.
2. The CONTRACTOR shall be responsible for the proper execution and coordination of his/her work. He/she shall schedule and program all necessary work activities according to the specified completion period.

3. The CONTRACTOR shall observe the required standards of safety and procedures and that its contract and workers shall be properly insured against all risks. He/she shall provide/equip his/her workers with Personal Protective Equipment (PPE) during the course of construction/installation. He/she shall observe the NEA's house regulations to be issued together with the Work Permit.
4. The CONTRACTOR shall be responsible for securing NEA issued work permits and compliance with other NEA rules and regulations related to the construction works. All workers/engineers working at the site are required to wear company uniforms indicating their company name.
5. The CONTRACTOR is not allowed to erect quarters for workers within NEA premises; sleeping is also not allowed. CONTRACTOR's workers are limited to the designated working area only. Loitering around and inside the NEA premises is not allowed.
6. The CONTRACTOR shall be responsible for clearing and cleaning of the designated project site for unused materials, left over, and other debris at the site and disposal of the same outside of the NEA premises. A daily inspection of the working area shall be conducted by the CONTRACTOR and NEA or its authorized representative, to ensure that the working and storage area assigned to the CONTRACTOR is clean and in order at all times.
7. The CONTRACTOR shall protect adjacent areas against any damage by his/her employees, or by his/her materials, equipment and tools during the execution of the work. Any damage done by him/her or his/her employees shall be repaired at his/her own expense, without additional compensation beyond the contract.
8. Permits, Laws, Ordinances and Standards – the installation provided for and specified herein shall comply with laws and regulations of the local government unit and any government agency having jurisdiction. All necessary permits and other requirements shall be secured and for the account of the CONTRACTOR. Said requirements shall be turned-over to NEA upon project completion.
9. The CONTRACTOR shall assign a fulltime Engineer/Architect as Project-In-Charge (PIC) for the project to supervise the works mentioned herein. The PIC shall be a certified registered Civil Engineer or Architect designated for the project by the CONTRACTOR. Said PIC must be the one to report on a weekly/monthly basis of the status/progress of the project as agreed during the kick-off meeting and who shall be the one responsible for all coordination works with the NEA or its authorized representative.
10. The project should not be subcontracted by the other contractors.
11. The execution of work should be within 6:00 A.M. to 6:00 P.M.
12. All other items of work not specifically mentioned but are necessary to complete the works in accordance with the plans and specifications and other related documents shall be provided by the CONTRACTOR at no additional cost to the NEA.

13. The CONTRACTOR should take full responsibility for any liability or damages that may arise on any accidents and/or damage to person(s) and/or NEA property due to acts of negligence or fault of CONTRACTOR.

VIII. WARRANTY

1. The CONTRACTOR shall guarantee that the work done is free from defects for a period of two (2) years reckoned from acceptance of the project.
2. The CONTRACTOR should warrant that any defects that will arise during the warranty period, such as but not limited to fading of colors, peeling, blistering, inter-coat peeling, and cracking shall be repaired immediately upon receipt of notice from NEA.
3. THE CONTRACTOR warrants that all materials that will be used shall be of high quality and in accordance with the ASTM standard.

Section VII. Drawings

[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

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

Daywork Schedule

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

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

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

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

Signature Box

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

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

ANNEX A
Bill of Quantities/Bid Form
Supply of Labor, Materials, Supervision and other Consumables for the Repainting Works of
Facade/Exterior Walls, Including Lobby Ground of NEA Building Including Repair
of Stairs of the Entrance and Fire Exit

PROJECT: Supply of Labor, Materials, Supervision and other Consumables for the Repainting Works of Facade/Exterior Walls, Including Lobby Ground of NEA Building Including Repair of Stairs of the Entrance and Fire Exit

LOCATION: NEA Building, #57 NIA Road, Government Center, Diliman, Quezon City

SUBJECT: Bill of Quantities / Bid Form

ITEM NO.	DESCRIPTION	MATERIALS			LABOR	ESTIMATED DIRECT COST	MARK-UPS IN PERCENT		TOTAL MARK-UPS		VAT	TOTAL INDIRECT COST	TOTAL COST	UNIT COST
		QTY	UNIT MEASURE	UNIT COST			AMOUNT	OCM	PROFIT	%				
1.0.	GENERAL REQUIREMENTS													
1.1	Mobilization and demobilization.	1.00	lot											
1.2	Bonds, Permits and Insurances.	1.00	lot											
2.0.	CIVIL WORK													
2.1	Painting Works (Repainting)													
2.1.1	NEA Main Building	sq.m.	6,952.30											
2.1.2	Ground Floor Lobby	sq.m.	482.40											
2.1.3	Penthouse	sq.m.	490.52											
2.1.4	Power House	sq.m.	220.80											
2.1.5	Main Electrical Room	sq.m.	53.89											
2.1.6	Fire Exit Wall	sq.m.	1,065.60											
2.1.7	Stair Steps and Landing	sq.m.	287.99											
2.1.8	Fire Exit Handrails	sq.m.	106.96											
2.2	Repair Works													
2.2.1	Fire Exit Handrail and Stair Steps Entrance Stairs	lot	1											
	• Replacement of Wash Stone	Cum	4.70											
	• Tiling Rough Floor (lobby Entrance)	sq.m.	50.00											
	TOTAL PROJECT COST													

CONTRACTOR: _____
 Complete Address: _____
 Name of Authorized Representative and Signature: _____
 Telephone No.: _____
 Email Account: _____

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

