



**PROVINCIAL GOVERNMENT OF CAMARINES NORTE
DAET**

**NEGOTIATED PROCUREMENT
FOR THE
INSTALLATION OF FIRE ALARM
AND DETECTION SYSTEM FOR
PROVINCIAL CAPITOL BLDG. AND
PROVINCIAL LIBRARY BLDG.**

Provincial Capitol
Compound, Daet,
Camarines Norte

February 29, 2024

Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
PROVINCE OF CAMARINES NORTE
BIDS AND AWARDS COMMITTEE





INVITATION TO BID
(NEGOTIATED PROCUREMENT - TWO FAILED BIDDING SEC. 53.1)

for the
Installation of Fire Alarm and Detection System for
Provincial Capitol Building and Provincial Library Building,
Provincial Capitol Compound, Daet, Camarines Norte

1. The *Provincial Government of Camarines Norte*, through the *SP No. 1 – PGSO General Fund CY 2023* intends to apply the sum of *Three Million Nihety-Nine Thousand Six Hundred Seventy-Seven Pesos and Forty-Four Centavos (P3,099,677.44)* being the Approved Budget for the Contract (ABC) to payments under the contract for the *Installation of Fire Alarm and Detection System for Provincial Capitol Building and Provincial Library Building, Provincial Capitol Compound, Daet, Camarines Norte*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Provincial Government of Camarines Norte* now invites bids for the *Installation of Fire Alarm & Detection System (Fire Alarm Control Panel, Manual Pull Station, Smoke Detector with Base, Annunciator panel and Horn Strobe, Electrical Lines and Conduit Fittings*. Completion of the Works is required *120 CD*. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be open to all capable contractors for the above procurement project to participate in the Negotiated Procurement – Two Failed Biddings in accordance with Section 53.1 of Revised Implementing Rules and Regulations (IRR) of Republic Act 9184, otherwise known as the Government Procurement Reform Act.
4. Bidders may obtain further information from the *Provincial Government of Camarines Norte* and inspect the Bidding Documents at the address given below from *8:00a.m. to 5:00p.m., Monday to Friday*.
5. A complete set of Bidding Documents may be acquired by interested bidders *February 29, 2024 – March 12, 2024* at the *Provincial Capitol Building, Daet, Camarines Norte* and from the website of the *Philippine Government Electronic Procurement System (PhilGEPS)* upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Five Thousand Pesos (P5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The *Provincial Government of Camarines Norte* will hold a *Pre-Negotiation Conference* on *March 7, 2024, 2:00p.m.* at the *new BAC Conference Office, at the back of Agro-Sports Center, J. Lukban Street, Daet, Camarines Norte*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before *March 12, 2024 at 1:30p.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 *March 12, 2024, 2:00 p.m.* at the *new BAC Conference Office, at the back of Agro-Sports Center, J. Lukban Street, Daet, Camarines Norte*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Provincial Government of Camarines Norte* 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 Section 35.6 and 41 of RA 9184 of the revised IRR of RA 9184 without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:
ATTY. ARCHIMEDES O. YANTO
Provincial Legal Officer / BAC Chairperson
Provincial Capitol Bldg., Daet, Camarines Norte
(054) 885-1474
12. You may visit the website:
Philippine Government Electronic Procurement System (PhilGEPS)


ATTY. ARCHIMEDES O. YANTO
Provincial Legal Officer / BAC Chairperson


Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *[indicate name]* invites Bids for the *[insert Procurement Project]*, with Project Identification Number *[indicate number]*.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

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 *[indicate funding year]* in the amount of *[indicate amount]*.

2.2. The source of funding is:

[If an early procurement activity, select one and delete others:]

- a. NGA, the National Expenditure Program.
- b. GOCC and GFIs, the proposed Corporate Operating Budget.
- c. LGUs, the proposed Local Expenditure Program.

[If not an early procurement activity, select one and delete others:]

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.
- c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:
[Select one, delete other/s]

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
 - b. Subcontracting is not allowed.
- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding , state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference (Negotiation)

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *{[insert if applicable]}* and/or through video conferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must

be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

- 10.3. A valid 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:*

[Select one, delete other/s]

a. Philippine Pesos.

b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP.]*

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 *[indicate date]*. 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 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																												
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Fire Alarm System</i>																											
7.1	<i>Subcontracting is not allowed.</i>																											
10.3	Valid Philippine Contractors Accreditation Board (PCAB), Small B License Category “D” for Building (GB-1) and Specifically for Fire Protection Work (SP-FP)																											
10.4	The key personnel must meet the required minimum years of experience set below: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td style="text-align: center;">five (5)</td> <td style="text-align: center;">three (3)</td> </tr> <tr> <td>Project Engineer</td> <td style="text-align: center;">three (3)</td> <td style="text-align: center;">two (2)</td> </tr> <tr> <td>Mechanical Engineer</td> <td style="text-align: center;">three (3)</td> <td style="text-align: center;">two (2)</td> </tr> <tr> <td>Electrical Engineer</td> <td style="text-align: center;">two (2)</td> <td style="text-align: center;">two (2)</td> </tr> <tr> <td>Electronics Engineer</td> <td style="text-align: center;">two (2)</td> <td style="text-align: center;">two (2)</td> </tr> <tr> <td>Materials Engineer</td> <td style="text-align: center;">two (2)</td> <td style="text-align: center;">two (2)</td> </tr> <tr> <td>Safety Officer</td> <td style="text-align: center;">two (2)</td> <td style="text-align: center;">two (2)</td> </tr> <tr> <td>Foreman/Technician</td> <td style="text-align: center;">five (5)</td> <td style="text-align: center;">three (3)</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Manager	five (5)	three (3)	Project Engineer	three (3)	two (2)	Mechanical Engineer	three (3)	two (2)	Electrical Engineer	two (2)	two (2)	Electronics Engineer	two (2)	two (2)	Materials Engineer	two (2)	two (2)	Safety Officer	two (2)	two (2)	Foreman/Technician	five (5)	three (3)
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Electronics Engineer	two (2)	two (2)																										
Materials Engineer	two (2)	two (2)																										
Safety Officer	two (2)	two (2)																										
Foreman/Technician	five (5)	three (3)																										
10.5	The Contractor must have the necessary equipment, tools, facilities and other means necessary to perform the contract in accordance with the scope of works																											
12	<i>Not Applicable</i>																											
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 <u>PhP 62,000.00</u> 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 <u>PhP 155,000.00</u> if bid security is in Surety Bond. 																											
19.2	<i>Not Applicable</i>																											
20	<i>No further instructions.</i>																											
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as PERT/CPM, construction schedule and S- curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.																											

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

41. 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.
42. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	<i>Not Applicable</i>
4.1	<i>upon receipt of the Notice to Proceed</i>
6	Bidders are required to conduct site investigation three (3) days from the scheduled pre-bid conference to enable them to submit queries/issues during the said conference.
7.2	<i>WARRANTY: All work performed and all material and equipment furnished under this contract shall be free from defects and shall remain so for a period of at least one (1) year from the date of acceptance. The full cost of maintenance, labor and materials required to correct any defect during this one year period shall be included in the submittal bid.</i>
10	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 within 5 <i>working days</i> of delivery of the Notice of Award.
11.2	The period between Program of Work updates is thirty (30) days. The amount to be withheld for late submission of an updated Program of Work is 1% of progress billing.
13	The amount of the advance payment is 15% of the total contract price.
14	Materials and equipment delivered on the site but not completely put in place shall NOT be included for payment.
15.1	The date by which "as built" drawings are required is 15-30 days upon completion date.
15.2	The amount to be withheld for failing to produce "as built" drawings by the date required is 1% of the final contract amount in Philippine pesos.

Section VI. Specifications

TECHNICAL SPECIFICATION

A. GENERAL

This specification outlines the requirements for Fire Detection and Alarm system. All requirements outlined in this specification shall be completed in their entirety. These requirements, which are in accordance with the items listed in Section B, combined with good engineering practices must be followed in order to produce a safe and effective fire detection and alarm system.

B. Codes and Standards

The following codes and standards shall apply to work of this section.

- | | |
|---|---|
| 1. NFPA 70: | National Electrical Code (NEC) |
| 2. NFPA 72: | National Fire Alarm Code |
| 3. NFPA 101: | Life Safety Code |
| 4. NFPA 170: | Standard for Fire Safety and Emergency Symbols |
| 5. UL217: | Standard for Safety Smoke Alarms - Global |
| 6. UL228: | Standard for Safety Door Closers – Holders with or without Integral Smoke Detectors |
| 7. UL268: | Standard for Safety Smoke Detectors for Fire Alarm Systems |
| 8. UL464: | Standard for Safety Audible Signaling Devices for Fire Alarm and Signaling Devices |
| 9. UL521: | Standard for Safety Heat Detectors for Fire Protective Signaling Systems |
| 10. UL 864, 9th ed: | Standard for Control Units and Accessories for Fire <i>Alarm</i> Systems |
| 11. ULC-S524M: | Standard for Installation of Fire Alarm Systems |
| 12. ULC-S527-99: | Standard for Control Units of Fire Alarm Systems |
| 13. ULC-S528-M91: | Standard for Manual Pull Stations for Fire Alarm Systems |
| 14. Requirements of the Local Authority having Jurisdiction | |

C. QUALIFICATIONS

C.1 Materials

1. All materials to be used shall be new and installed in application for which they are intended.
2. All materials should match the specification and standards.
3. All conduit shall be Polyvinyl Chloride (PVC) unless otherwise noted.
4. Minimum size of conduit shall be 20mm dia. For PVC

C.2 Manufacturer

1. The manufacturer/supplier of the system hardware and its components shall have a minimum of fifteen (15) years experience in the design and manufacture of systems of similar type.

2. The name of the manufacturer/supplier and manufacturer part numbers shall appear on all major components.
3. All devices, components and equipment shall be the products of the same manufacturer/supplier
4. All devices, components and equipment shall be listed by the standardizing agencies (ULC and/or FM).

C.3 Contractor

1. The Contractor must have at least a valid Philippine Contractors Accreditation Board (PCAB), Small B License Category "D" for Building (GB-1) and Specifically for Fire Protection Work (SP-FP).
2. The Contractor shall assign Key Technical Personnel such as Project Manager, Project Engineer, Mechanical Engineer, Electronics Engineer, Electrical Engineer, Materials Engineer, Safety Officer and Foreman/Technician until the duration of the project.
3. The Contractor must have the necessary equipment, tools, facilities and other means necessary to perform the contract in accordance with the herein scope of works.
4. The system shall be supplied and installed by a factory authorized distributor. The Contractor shall be trained by the manufacturer to design, install, test and maintain the fire detection and alarm system and shall be able to produce a certificate stating such on request.
5. The Contractor shall confirm in writing that they stock a full complement of spare parts and offers 24-hour emergency service for all equipment being furnished.
6. The Contractor should be NFPA member or equivalent, to ensure that the installation is as per the NFPA Standards.

D. WARRANTY

All work performed and all material and equipment furnished under this contract shall be free from defects and shall remain so for a period of at least **one (1) year** from the date of acceptance. The full cost of maintenance, labor and materials required to correct any defect during this one year period shall be included in the submittal bid.

E. SUBMITTALS

E.1 The technical working group will review all submittals for conformance to the drawings and specifications. The contractor shall be required to re-submit any materials, with appropriate modifications, that are found to be in non-conformance with the requirements of the drawings and these specifications after review by the technical working group. Approval of the submittals by the technical working group shall not relieve the Contractor of their responsibility to meet the requirements of the drawings and specifications.

E.2 Submit a schedule or chart of order and Program of Work as required by the office. The schedule of requirements shall include the time and date of INSTALLATION OF FIRE ALARM AND DETECTION SYSTEM including preventive maintenance preferable on weekends of the months in consideration of the officials and employees which may be affected.

E. 3 Engineered Design Drawings: The Contractor shall provide all required documents that shall include the following details:

E.3.1 The factory-authorized Distributor shall provide all required installation drawings per NFPA 72.

E.3.2 Plan and riser drawings showing the location of the Fire Alarm Control Unit and the locations and necessary installation and mounting details of all field devices such as smoke detectors, manual pull stations and notification appliances. Conduit routings shall be shown, with number of conductors, type of wire, and wire sizes indicated for each conduit segment.

E.3.3 Point-to-point wiring diagram showing the termination points for all field-wiring circuits to the internal Control Panel PCB. All internal wiring and communications cabling shall be shown.

E.3.4 A primary-power calculation that details the power requirements for the Control Unit and all field devices such as smoke detectors, notification appliances and include the required capacity of the main AC power-line feed from the commercial power and light company.

E.3.5 A secondary power calculation that shows the quiescent and alarm power requirements for the Control Unit and all field devices. Include the periods of time for which the quiescent and alarm power requirements shall be supported in order to determine the necessary standby battery capacity.

F: ELECTRICAL SYSTEM REQUIREMENTS

F.1 : ELECTRICAL WORK

F.1.1 All electrical enclosures, raceways, and conduits shall be provided and installed in accordance with applicable codes and intended use, and shall contain only those electrical circuits associated with the fire-detection and control system. No circuit or circuits that are unrelated to the fire alarm system shall be routed through the enclosures, raceways, and conduits dedicated to the fire alarm.

F.1.2 Splicing of circuits shall be kept to a minimum, and is only permitted in an electrical box suitable for the purpose. Appropriate hardware shall be used to make the wire splices. Wires that are spliced together shall have the same color insulation.

F.1.3 White colored wire shall be used exclusively for the identification of the neutral conductor of an alternating-current circuit. Green colored wire shall be used exclusively for the identification of the earth-ground conductor of an AC or DC circuit. Appropriate color-coding shall be utilized for all other field wiring.

F.1.4 All electrical circuits shall be numerically tagged with suitable markings at each terminal point. All circuits shall correspond with the installation drawings.

F.1.5 Fire alarm control panel should be located where it can be easily accessed and audio alarms can be heard clearly by assigned personnel.

F.1.6 Install Manual Call Point at 1.20 meters height from the finished floor level.

F.1.7 Install sounder above call point at 2.20 meters to 2.40 meters from the floor.

F.2: GENERAL

- F.2.1. The Control Unit shall be an addressable, distributed-intelligence type Control Unit. Its distributed intelligence shall extend to the initiating devices on its Signaling Line Circuit.
- F.2.2. The fire alarm control panel (FACP) shall be the central processing unit of the system, receiving and analyzing signals from fire sensors, providing audible and visual information to the user, initiating automatic alarm response sequences and providing the means by which the user interacts with the system.
- F.2.3. Store all materials and equipment not in immediate use in an area/room assigned for the purpose. All necessary precautions shall be undertaken to prevent fire and other incidents.
- F.2.4. The office shall designate an area near the project site for contractor's temporary station.
- F.2.5. The contractor shall comply with the Provincial Government's security regulations and house rules

G: Fire Alarm Control Panel (FACP)

G.1 : Functional Description

G.1.1 The fire alarm control panel (FACP) shall be the central processing unit of the system, receiving and analyzing signals from fire sensors, providing audible and visual information to the user, initiating automatic alarm response sequences and providing the means by which the user interacts with the system.

G.1.2 Provision shall be made for each addressable loop to be sub-divided into geographical zones. The section of wiring corresponding to each zone circuit shall be protected from faults in other sections by line isolator modules.

G.2 : Annunciator

The Remote Display Control Unit shall have LCD display.

The remote display control unit can be controlled by the user and should contain the following:

- a) Event acknowledgment
- b) Alarm silence
- c) System reset and
- d) Display scroll

The remote display control unit shall provide the following discrete visual indications:

- a) Module power LED
- b) Alarm LED
- c) Pre-alarm LED
- d) Alarm silence LED

- e) Supervisory LED
- f) Trouble LED

H: Panel Indications

The FACP shall monitor the status of all devices on the addressable loops for fire, short-circuit fault, open-circuit fault, incorrect addressing, unauthorized device removal or exchange, pre-alarm condition and contaminated detector condition.

The FACP shall also monitor the status of internal connections and interfaces including charger and batteries.

I: Display

The display shall incorporate a backlight which will illuminate upon any event (excluding mains failure) or button press.

The display shall be capable of simultaneously indicating the number of outstanding events and their types as well as the current event.

J: Sounders

The FACP shall provide the necessary outputs to separately operate a minimum of three monitored circuits of common system sounders. Each output shall be capable of driving a sounder load of up to 1A.

The FACP shall also be able to monitor the integrity of and control standard sounder circuits, via a suitable addressable module.

The FACP shall have the facility to change, on a per sounder zone basis, the sound output dependent upon whether the source of alarm is:

- an automatic detector (e.g. smoke, heat) - a manual call point.

The FACP shall have the facility to generate a slow pulsed output to all sounder circuits in response to a security alert input.

K: Fault Reporting

The FACP shall monitor all critical system components and interconnections, internal and external, such that a failure, which would prevent the correct operation of the alarm functions, causes the FAULT indicator to light and a message to be given on the alphanumeric display within 60 seconds of occurrence.

The following faults shall be reported in the manner described above: -

- a. Loop Short Circuit
- b. Loop Open Circuit
- c. Un-configured Device
- d. Device missing
- e. Addressable Device Failure
- f. System fault (processor)
- g. Low battery
- h. Charger failure
- i. Battery Fault
- j. Mains Failure
- l. NAC circuit Wiring Open Circuit (per circuit)
- m. Sounder Wiring Short Circuit (per circuit)

To help fault finding and repair, the FACP shall provide text messages to indicate the location of where a fault has occurred in the system.

L: System Management

Access to the facilities describe above shall be restricted to user Engineer level or above.

The FACP shall have an event log capable of storing the last 10,000 events that have occurred. It shall be possible to view the content of the log via the alphanumeric display. Events shall be displayed in chronological order with the newest events first. It shall be possible to scroll through the events.

The FACP shall be capable of isolating a group of selected detectors in areas of the building where maintenance work is carried out.

M: Automatic Fire Detectors

M.1 :General

The manufacturer shall have available the following types of analogue addressable automatic sensors, for direct connection to the system addressable loops:

- Photoelectric smoke sensors
- Optical Heat sensors

M.2 :Addressable Units

The manufacturer shall be capable of offering two-state addressable versions of the following units, taking only one address from the loop:

- Photoelectric smoke detectors - Heat detectors
- Addressable signal / sounder modules - Addressable relay interface modules
- Addressable input modules
- Short circuit isolator modules
- Manual call points for indoor use

Addressable detectors and modules must be able to transmit to the FACP an address to be used in the system configuration. It must be possible to connect and mix automatic detectors, addressable manual call points and addressable modules within the same zone sub-division of an addressable loop.

The manufacturer shall have available suitable equipment to test and remove or exchange all three main types of automatic point-type detectors when installed.

M.2.1 : Photoelectric Smoke Detectors

The photoelectric smoke detectors shall be capable of detecting visible combustion gases emanating from fires and shall employ the forward light-scatter principle.

The point-type photoelectric smoke detectors shall be equally sensitive to a wide range of combustible materials.

M.2.2 : Heat detectors

The heat detectors shall be capable of detecting rapid rise in temperature and/or fixed absolute temperatures.

The heat detectors shall employ two heat-sensing elements with different thermal characteristics to provide rate of rise dependent response.

The heat detectors shall include RFI screening to minimize the effect of radiated and conducted electrical interference.

The heat detectors shall incorporate LED's, clearly visible from the outside, to provide an indication of alarm actuation.

In locations where the detector is not readily visible, remote indicator units shall be provided.

M.2.3 : Detector Base

The automatic point-type fire detectors shall be fixed to the installation by means of plug-in bases. Analogue addressable bases shall be available.

The types of bases specified above shall incorporate the optional feature of being able to lock the detectors in place once plugged in. Termination facilities shall be available for earthing.

M.3 :Other devices

M.3.1 : Addressable Manual Call points

The addressable manual call points shall monitor and signal to the FACP the status of a switch assembly. They shall be red in color and suitable for surface or flush mounting. The addressable call points shall be provided with an integral red LED to indicate activation.

One version of the addressable call point shall be available mounted in a weatherproof housing, affording protection to IP 66.

The addressable call points shall incorporate a mechanism to interrupt the normal addressable loop scan to provide an alarm response within 3 seconds and shall be field programmable to trigger either an alert or an evacuate response from the FACP.

M.3.2 : Addressable Signal / Sounder Module

The addressable sounder module shall be capable of monitoring and controlling two independent circuits of alarm sounders using a single loop address. 24 V DC power to drive the sounders shall be derived independently from the FACP.

The addressable sounder module shall be capable of operating both sets of sounders in a pulsing or continuous mode as determined on the module. Each circuit shall be individually programmable. Sounder circuits shall be capable of synchronization.

The addressable sounder module shall provide the facility to monitor the wiring to the sounders for open or short-circuit and transmit the necessary fault signal to the FACP. Each sounder circuit shall be separately fused.

The addressable sounder module shall provide the facility to monitor for failure of the power supply for the sounders and transmit the necessary fault signal to FACP.

The addressable sounder module shall provide a green LED indication when the FACP is polling it. Each ASM can be configured to support speakers or audible-visual notification appliances, and Class B or Class A operation. The module can also be programmed to support water flow, walk test, and drill modes. Addressing can be implemented from the hand-held programmer or the control panel keypad/menu. The Module can also be alarm tested upon command from the control unit.

Module faults are individually reported to compatible control units by module address, fault type, and fault-location message.

M.3.3 : Addressable relay interface module

The addressable relay interface module shall be capable of switching two independent relays; either normally open or normally closed, each rated at 30V, 1Amp.

A single input shall provide open and short circuit monitoring facilities, set locally at the unit. The addressable relay interface module shall use a single loop address.

The unit shall be powered directly from the addressable loop.

The addressable relay interface module shall provide an LED indication when the FACP is polling it.

M.3.4 :Short Circuit Isolator Module

The short circuit isolator module shall provide protection on the addressable loop by automatically disconnecting the section of wiring between two modules where a short circuit has occurred.

The short circuit isolator module shall derive power directly from the addressable loop and shall provide an LED indication that the module has tripped. A base mounted version is available.

M.3.5 :Remote Indicator Unit

The remote indicator unit shall provide a remote indication for any detector that may be located in an enclosed or locked compartment.

The remote indicator unit shall be driven directly from its associated local detector. It shall be either flush or surface mountable.

M.4 :Sounders

Two types of Electronic sounders shall be acceptable: loop-powered addressable sounders (see above) and stand-alone versions. Stand-alone versions shall powered by 24 Volts DC from the FACP.

Non loop-powered versions shall be flush or surface mountable, red in color. They shall have a minimum sound output of 95 dB (A) at 1 meter distance and shall have a maximum current consumption at 24V DC of 100 mA.

M.4.1 :Horn with Flashing Strobe

Horn with Flashing Strobe shall be UL Listed under Standard 464 for Audible Signal Appliances. The audible and the strobe shall be able to operate from a single notification circuit while producing any of these tones.

Horn with flashing strobe shall provide two output sound levels: STANDARD and HIGH dBA. The HIGH dBA setting shall provide a minimum 5 dBA increase in sound output at nominal voltage. The HIGH anechoic dBA measurement at 10 feet at the alarm HORN SETTING shall be 99 dBA minimum.

Horn with flashing strobe shall have an operating voltages of 24 Vdc using filtered power or unfiltered power supply and shall have provisions for standard reverse polarity type supervision and IN/OUT field wiring using terminals that accept #12 to #18 AWG wiring.

Section VII. Drawings

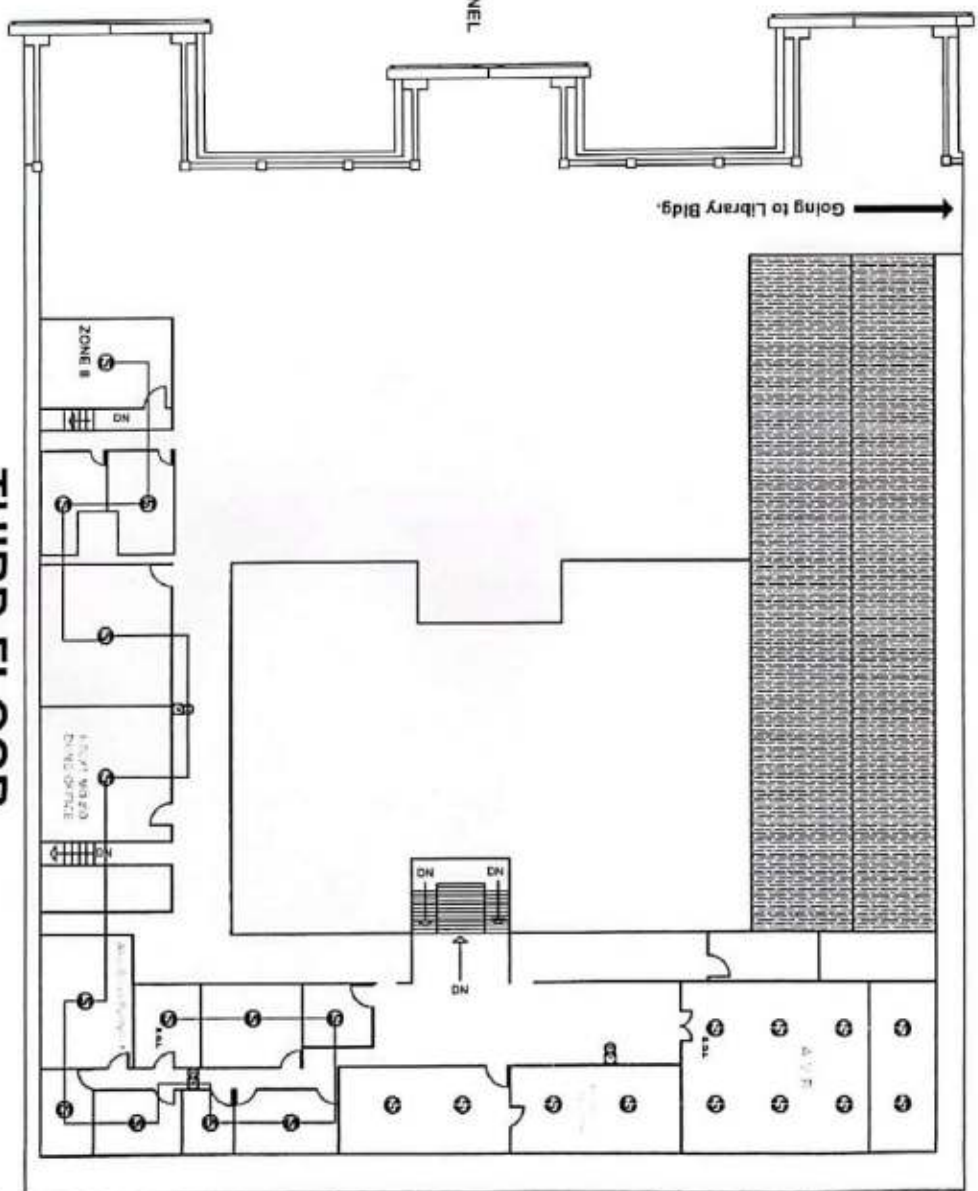
PROVINCIAL CAPITOL OF CAMARINES NORTE
Daet, Camarines Norte

ELECTRONICS DESIGN DRAWING

INSTALLATION OF FIRE ALARM AND
DETECTION SYSTEM FOR
PROVINCIAL CAPITOL BLDG. AND
LIBRARY BLDG.

Province of Camarines Norte Provincial General Services Office Daet, Camarines Norte	Institution of the Alum Graduate Provincia Capitol Bldg. & Library Bldg. Daet, Camarines Norte	Approved by  Engr. O. L. SULA REGISTERED ELECTRICAL ENGINEER	Checked by  Engr. R. S. SULA REGISTERED ELECTRICAL ENGINEER	Engr. JOSELO B. NIEDEB Asst. Provincial Engineer - Services 1984	Engr. EDWIN ALBEROLA, SEE SIGN Provincial Engineer - Services Office	Engr. EDWIN ALBEROLA REGISTERED ELECTRICAL ENGINEER
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- LEGEND:**
- SMOKE DETECTOR
 - FIRE ALARM CONTROL PANEL
 - FIRE ALARM ANNUNCIATOR PANEL
 - ⊙ FIRE ALARM HORN/STROBE
 - ⊙ END OF LINE



**THIRD FLOOR
FIRE ALARM SYSTEM PLAN**

Province of Caraga
Provincial General Services Office
Davao, Caraga Region

Validation of Fire Alarm System for
Provincial Capitol Bldg. & Provincial

MARCO MARASIGAN
Electronics Eng.

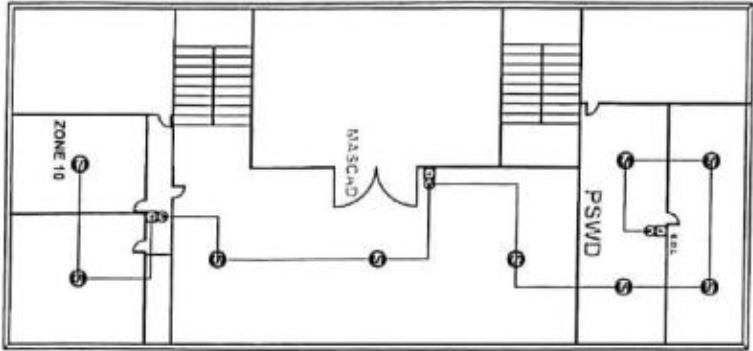
ENGR. JOSE MARASIGAN
Electronics Eng.

ENGR. ADOLFO MENDOZA
Auto Electrical Services

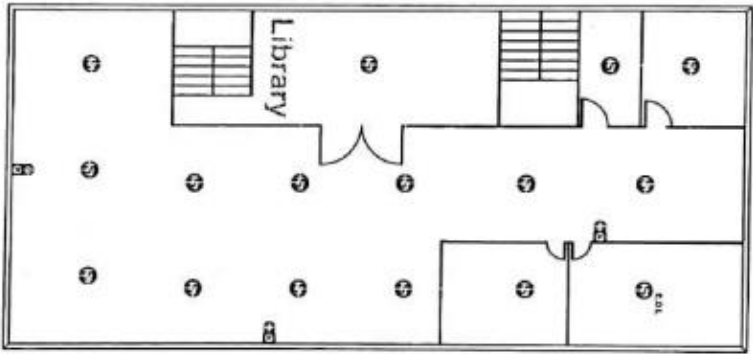
ENGR. EDEN V. BRUNIA SER. ENG.
Provincial General Services Office

MICHELLE MARASIGAN
Designer

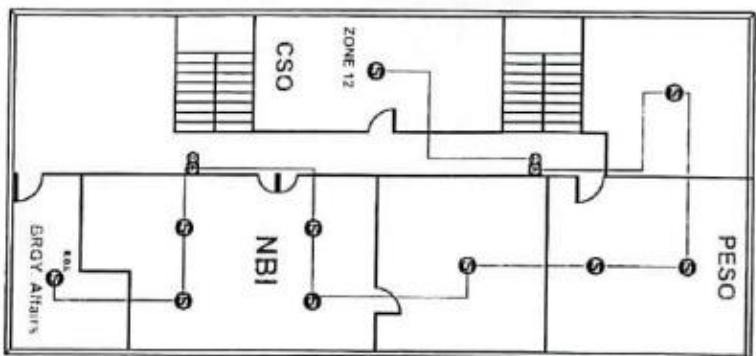
Ground Floor



Second Floor



Third Floor



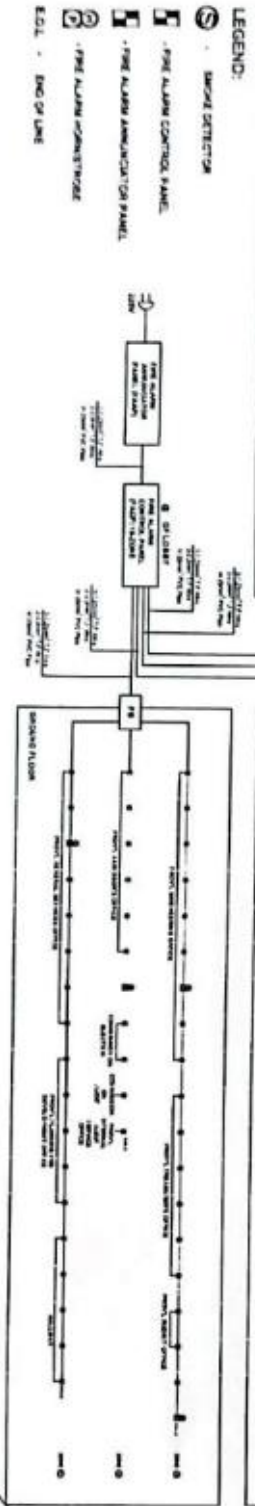
PROV'L LIBRARY FIRE ALARM SYSTEM PLAN

Province of Caraga Provincial General Services Office CDR. CARANAS NORIE	Installation of Fire Alarm System for Provincial Capitol Bldg. & Provincial Library Project No. 2018-01-001-001-001-001-001-001	Checked by MAHARAJA G. GUA Electrical Engineer	Checked by ENGR. ALBERTO B. MEDA Atty. Provincial Officers Services	Checked by ENGR. EDUARDO SORILA, RES. OFF. Provincial Officers Services Office	Checked by DIRECTOR SANDRA Governor
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FIRE ALARM SYSTEM LINE DIAGRAM

GENERAL NOTES:

- A. Materials**
 - All materials should match the specific and accepted standards.
- B. Personnel**
 - Installations personnel should be trained on fire alarm installation and details are properly instructed.
- C. Location**
 - Panel should be located where it can be easily accessed and audio alarms can be heard clearly by assigned personnel.
 - Location must be clean, safe and ventilated, free from smoke and humidity.
- D. Manual Call Point/Sounder**
 - Install manual call point at 1.20 meters height minimum from the floor.
 - Install sounder above call point at 2.20 meters to 2.40 meters from the floor independent sounders to be mounted on conspicuous.
- E. Smoke Detectors**
 - Install at least one smoke detector in each room close to the center.
 - If measurement is smaller than 9.0 x 9.0 meters.
 - Smoke detectors should be kept a safe distance from the air conditions and bowers.
 - Keep smoke detector to wall distance at least than 4.5 meters in large street, distance between two smoke detectors should not exceed 9.0 meters.
 - Follow the manufacturer's recommendation from the mounting procedures.
- NOTES: DO NOT REMOVE SMOKE DETECTOR COVER UNTIL ITS READY FOR TEST**
- F. Wires**
 - All conduct must be installed in a wireways, conduits and flexible conduits
 - AC power must not be mixed with signal cables.
 - Cables between two devices should be continuous and joints must be avoided.
 - Label wireway at termination point.
- G. Test**
 - System should be tested and commissioned after installations.



Project of Government Work
 Provincial General Services Office
 CSMF, Campagna, Iloilo

Head of the Alarm System for
 Provincial Capitol Bldg. & Service Tower
 Provincial Capitol Compound, Iloilo

MARIO M. OJEDA
 ELECTRICAL ENGINEER

RICHARD S. SANTIAGO
 ELECTRICAL ENGINEER

ENGR. JESUS M. VILLALBA
 ELECTRICAL ENGINEER

ENGR. ENRIQUE ROSALES
 PROJECT ENGINEER

ROBERTO M. BAZALUA
 ENGINEER

DRAWINGS AVAILABLE AT THE BAC OFFICE

Section VIII. Bill of Quantities

BILL OF QUANTITIES

INSTALLATION OF FIRE ALARM AND DETECTION SYSTEM FOR PROVINCIAL CAPITOL BLDG. AND PROVINCIAL LIBRARY BLDG.

Provincial Capitol Compound, Daet, Camarines Norte

Item No.	Scope of Work	Unit	Quantity	Unit Price	TOTAL
I	GENERAL REQUIREMENTS	LS	1.00		
II	MAIN BUILDING CAPITOL	LS	1.00		
III	PROVINCIAL LIBRARY BUILDING	LS	1.00		
SPL-I	HEALTH AND SAFETY	LOT	1.00		
SPL-2	PROJECT BILLBOARD	LOT	1.00		
TOTAL					

Amount in words:

Signature over Printed Name

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 Registration Certificate (Platinum Membership) (all pages);

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. Affidavit of Availability of Key Personnel and Equipment (notarized)
 - c. 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;
 - d. Key Personnel's Certificate of Employment (notarized)
 - 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; **and**
- (g) Original copy of Affidavit of Site Inspection; **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

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

Class "B" Documents

- (p) 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

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

Other documentary requirements under RA No. 9184

- (r) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (s) 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**
- (t) Cash Flow by Quarter.

BID FORM

Date : _____

Project Identification No. : _____

To: HON. RICARTE R. PADILLA
Governor
PLGU- Camarines Norte

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 project name]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: **NONE**;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *(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,
- f. 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;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of **30%** 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 guidelines¹ for this purpose;

- h. 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;
- i. 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
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm 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 *[insert project name]* of the **Provincial Government of Camarines Norte**.
- l. 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: _____

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

To: ***HON. RICARTE R. PADILLA***
Governor
PLGU- Camarines Norte

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]

Contract Agreement Form

[insert project name]

[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 this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called 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 hereinafter 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 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. Winning 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 *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Name of Supplier]

[Insert Procuring Entity]

Acknowledgment

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

OMNIBUS SWORN STATEMENT

[shall be submitted with the Bid]

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 document 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. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person 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]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

AFFIDAVIT OF SITE INSPECTION

I, (Representative of the Bidder) , of legal age, (civil status) , Filipino and residing at (Address of the Representative) , under oath, hereby depose and say:

1. That I am the (Position in the Bidder) of the (Name of the Bidder) , with office at (Address of the Bidder) ;
2. That I have inspected the site for (Name of the Contract) , located at (location of the Contract) ;
3. That I am making this statement as part of the requirement for the Technical Proposal of the (Name of the Bidder) for (Name of the Contract) .

IN FAITH WHEREOF, I hereby affix my signature this day of , 20 at , Philippines.

AFFIANT

Witness:

SUBSCRIBED AND SWORN TO before me this , day of 20 , affiant exhibiting to me his/her Community Tax Certificate No. issued on at , Philippines.

(Notary Public)

Until _____
PTR No. _____
Date _____
Place _____
TIN _____

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

Bids and Awards Committee
Provincial Government of Camarines Norte

AFFIDAVIT OF AVAILABILITY OF KEY PERSONNEL AND EQUIPMENT

I, _____ of legal age, Filipino, married/single/widow, and, a resident of _____, owner/proprietor of _____ after having been duly sworn to in accordance with law, depose and declare;

1. That I/we have engage and contracted the service of Engr. _____ (herein called the Resident/Project Engineer), a Registered Civil Engineer with Professional License No. _____ issued on _____ and who has paid his Professional Tax for the Current Year _____;
2. That the said Engineer shall be appointed and designated as our Resident/Project Engineer to personally manage and supervise the construction.
3. That the said Engineer shall employ the best care, skill and ability in supervising the project in accordance with the Contract Agreement, contract plan, and other provisions embodied in the proposed contract;
4. That the said Engineer shall be personally present at the jobsite to supervise all the phase of the construction work at all time;
5. That all other key personnel are available for the project;
6. That equipment needed for the project, are likewise available;
7. That any willful violation on my/our part of the herein condition may prejudice my/our standing as a reliable contractor in future biddings in your office.

IN WITNESS WHEREOF, I have here unto set my hands this _____ day of _____, 20____ at _____, Philippines.

Affiant's Printed Name and Signature

WITNESSES:

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____ affiant exhibiting to me his/her Resident Certificate No.: _____ issued _____ at _____.

Notary Public

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

Bids and Awards Committee
 Provincial Government of Camarines Norte
 Provincial Capitol Building
 Daet, Camarines Norte

KEY PERSONNEL’S CERTIFICATE OF EMPLOYMENT

_____ *Date*

Dear Sir / Madame:

I am (Name of Nominee) a Licensed Engineer with Professional License No. _____ issued on (date of issuance) at (place of issuance) .

I hereby certify that (Name of Bidder) has engaged my services as (Designation) for (Name of the Contract) , if awarded to it.

As (Designation) , I supervised the following completed projects similar to the contract under bidding:

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>COST</u>	<u>DATE COMPLETED</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

At present, I am supervising the following projects:

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>COST</u>	<u>DATE COMPLETED</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the (Name of the Procuring Entity) at least twenty one (21) days before the effective date of my separation.

As (Designation), I know I will have to stay in the job site all the time to supervise and manage the Contract works to the best of my ability, and aware that I am authorized to handle only one (1) contract at a time.

I do not allow the use of my name for the purpose of enabling the above-mentioned Contractor to qualify for the Contract without any firm commitment on my part to assume the post of (Designation) therefore, if the contract is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as (Designation) in any future (Name of the Procuring Entity) bidding or employment with any Contractor doing business with the (Name of the Procuring Entity).

(Signature of Engineer)

WITNESSES:

DRY SEAL

Republic of the Philippines)
_____) S.S.

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 20__ affiant exhibiting to me his Residence Certificate No. _____ issued on _____ at _____.

NOTARY PUBLIC
PTR No.: _____
Issued at: _____
Issued on: _____
Until 31 December 20____

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



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
OFFICE OF THE SECRETARY
Manila

OPW 12 2/16/16
10-10-2016

07 OCT 2016

DEPARTMENT ORDER)
NO. **197**)
Series of 2016 *g.m.r.*)

SUBJECT: Revised Guidelines in the
Preparation of Approved Budget for
the Contract (ABC)

The following policies, rules and procedures relative to the preparation of the "Approved Budget for the Contract" (ABC) previously prescribed under Department Order No. 22, Series of 2015, are hereby revised/reiterated.

The ABC shall be prepared on the basis of the design plans for the project which has been duly approved by authorized officials in accordance with existing regulations.

All items of work to be used in preparing the ABC shall conform to the Standard Specifications for Highways, Bridges and Airports, revised 2013, Standard Specifications for Public Works Structures, 1995, and approved Special Specifications for the project.

The ABC shall be composed of the Direct Cost and the Indirect Cost.

A. The Direct Cost shall consist of the following:

A.1 Cost of materials to be used in doing the work item called for, which shall include, inter alia, the following:

A.1.1 Cost at source, including processing, crushing, stockpiling, loading, royalties, local taxes, construction and/or maintenance of haul roads, etc.

A.1.2 Expenses for hauling to project site.

A.1.3 Handling expenses.

A.1.4 Storage expenses.

A.1.5 Allowance for waste and/or losses, not to exceed 5% of materials requirement.

A.2 Cost of Labor:

A.2.1 Salaries and wages, as authorized by the Department of Labor and Employment.

A.2.2 Fringe benefits, such as vacation and sick leaves, benefits under the Workmen's Compensation Act, GSIS and/or SSS contributions, allowances, 13th month pay, bonuses, etc.

A.3 Equipment Expenses:

A.3.1 Rental rates of equipment shall be based on the prevailing "Association of Carriers and Equipment Lessors, (ACEL) Inc." approved for use by the DPWH (Presently it is the 2014 ACEL Rates). Rental rates of equipment not indicated in the ACEL booklet shall be taken from the rental rates prepared by the Bureau of Equipment. For simplicity in computation, the operated rental rates are preferred over the bare rental rates as the former includes operator's wages, fringe benefits, fuel, oil, lubricants and equipment maintenance. The make, model and capacity of the equipment should be indicated in the detailed unit cost analysis.

A.3.2 Mobilization and demobilization shall be treated as a separate pay item. It shall be computed based on the equipment requirements of the project stipulated in the proposal and contract booklet. Mobilization and demobilization shall not exceed 1% of the Estimated Direct Cost (EDC) of the civil works items. However, in special cases wherein requirements for mobilization/demobilization exceed 1%, an approval to utilize the actual computed mobilization/demobilization cost shall be secured from the concerned Undersecretary for Operations.

A.4 Cost for Permits, Clearances and other Government Taxes (i.e. MMDA Permit, LGU Permits, Bureau of Fire Protection Clearance, etc.) shall be included in the cost under Part B - Other General Requirements of the Program of Works (POW) and Estimate/ABC.

B. The Indirect Cost shall consist of the following:

B.1 Overhead Expenses - ranges from 7 - 11% of the EDC, which includes the following:

B.1.1 Engineering and Administrative Supervision.

B.1.2 Transportation allowances.

B.1.3 Office Expenses, e.g., for office equipment and supplies, power and water consumption, communication and maintenance.

B.1.4 Premium on Contractor's All Risk Insurance (CARI).

B.1.5 Financing Cost.

B.1.5.1 Premium on Bid Security

B.1.5.2 Premium on Performance Security

B.1.5.3 Premium on Surety for Advance Payment

B.1.5.4 Premium on Warranty Bond (one year)

B.2 Contingencies - ranges from 0.5 - 3% of the EDC. These include expenses for meetings, coordination with other stakeholders, billboards (excluding Project Billboard which is a pay item under the General Requirements), stages during ground breaking & inauguration ceremonies, and other unforeseen events.

- B.3 Miscellaneous Expenses – ranges from 0.5 - 1% of the EDC. These include laboratory tests for quality control and plan preparation.
- B.4 Contractor's Profit Margin – shall be 8% of the EDC for projects above P5Million and 10% for projects P5Million and below.
- B.5 VAT Component – shall be 5% of the sum of the EDC, OCM and Profit.
- B.6 The following items shall not be subjected to OCM and Profit mark-up:
 - B.6.1 Mobilization and demobilization
 - B.6.2 Provision of Service Vehicle
 - B.6.3 Permits and Clearances
- B.7 The following non-civil works items shall not be subjected to OCM mark-up:
 - B.7.1 Field/Laboratory Office & Living Quarters (Rental Basis)
 - B.7.2 Furnishing of Furniture, Laboratory Equipment, Survey Equipment and Consumables
 - B.7.3 Assistance to the Engineers
 - B.7.4 Photographs
 - B.7.5 Health and Safety
 - B.7.6 Traffic Management
 - B.7.7 Environmental Compliance
 - B.7.8 Communication Equipment, etc.

NOTE: For the percentage to be used for Nos. B.1, B.2 and B.3, see OCM (Overhead, Contingencies and Miscellaneous) column in the tabulation below.

ESTIMATED DIRECT COST (EDC)	INDIRECT COST % FOR OCM AND PROFIT		TOTAL INDIRECT COST % FOR OCM AND PROFIT
	OCM (% OF EDC)	PROFIT (% OF EDC)	
Up to P5Million	15	10	25
Above P5M up to P50M	12	8	20
Above P50M up to P150M	10	8	18
Above P150M	8	8	16

- C. The prescribed format for the calculation of the ABC is shown in Attachment "A".
 - C.1 Instructions for filling-up the format:

- C.1.1 Columns (1) to (4) are self-explanatory.
- C.1.2 Column (5) is the EDC of the work item as calculated and reflected in the cost analysis prepared by the Estimator.
- C.1.3 Columns (6) and (7) are the mark-ups in percent for GCM and profit.
- C.1.4 Column (8) is the total mark-up, which is the sum of the percentages under columns (6) and (7).
- C.1.5 Column (9) is the Peso value of the total mark-up. It is determined by multiplying the total mark-up on percent in column (8) with the EDC (column 5).
- C.1.6 Column (10) is the VAT component which is 5% of the sum of columns (5) and (9).
- C.1.7 Column (11) is the total estimated Indirect Cost which is the sum of columns (9) and (10).
- C.1.8 Column (12) is the total estimated Total Cost or the sum of columns (5) and (11).
- C.1.9 Column (13) is the unit cost for each item of works, determined by dividing the estimated Total Cost in column (12) by its total quantity in column (3).

C.2 Procedures in preparing, processing and corresponding signatories specified under Department Order No. 163, Series of 2015 in the preparation of Program of Work (POW) and Approved Budget for the Contract (ABC) shall be observed.

Since the ABC is to be compared with the Contractor's bid and is the ceiling for acceptable bid prices in accordance with the provision of R.A. 9184, the ABC should be based on the approved Bidding Documents for the contract which contain the same work items and quantities as those to be used by the contractors in preparing their bid.

DPWH estimators shall continuously update their information/statistics on market prices of all construction inputs submitted for incorporation in the quarterly Construction Materials Price Database (CMPD). All assumptions in generating the estimate should be shown in the cost analysis.

In all cases, estimates for special items of work (SPL) should be accompanied with plans and specifications, methods of construction, measurements and payments duly approved by the Bureau of Research and Standards (BRS).

This Order shall take effect immediately and shall supersede Department Order No. 22, Series of 2015.



MARK A. VILLAR
Acting Secretary

6.1 WRO/PCA

Department of Public Works and Highways
Office of the Secretary



WIN6W01961



