



Republic of the Philippines
Department of Justice
BUREAU OF CORRECTIONS
Muntinlupa City



PHILIPPINE BIDDING DOCUMENTS

DESIGN AND BUILD OF BUREAU OF CORRECTIONS REGIONAL PRISON FACILITY AT DAVAO PRISON AND PENAL FARM 2024

(Procurement/ ID. 013)

**Sixth Edition
July 2020
Bids and Awards Committee 2024**

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Section I. Invitation to Bid



Republic of the Philippines
Department of Justice
BUREAU OF CORRECTIONS
Muntinlupa City



Invitation to Bid
DESIGN AND BUILD OF BUREAU OF CORRECTIONS REGIONAL PRISON
FACILITY AT DAVAO PRISON AND PENAL FARM 2024

1. The **Bureau of Corrections**, through the General Appropriations Act (GAA) of 2024 Capital Outlay, intends to apply the sum of **Two Hundred Million Pesos Only (₱200,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Design and Build of Bureau of Corrections Regional Prison Facility at Davao Prison and Penal Farm 2024 with Identification Number 013**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **Bureau of Corrections** now invites bids for **provision of a detailed preliminary architectural and engineering design, detailed engineering requirements and actual construction of the Bureau of Corrections Regional Prison Facilities, based on the final detailed architectural and engineering design, to be approved by the Head of procuring Entity or its duly authorized representative conformably with the minimum standards set forth in the**
 - (1) Presidential Decree (PD) No. 1096, National Building Code of the Philippines
 - (2) Batas Pambansa (BP)Blg. 344, An Act to Enhance the Mobility of Disabled Persons by Requiring Certain Public Buildings, Institutions, Establishments and Public Utilities to Install Facilities and Other Devices
 - (3) National Structural Code of the Philippines (NSCP), Volume I, 2010
 - (4) Philippine Electrical Code (PEC), 2009
 - (5) Revised Plumbing Code of the Philippines
 - (6) Revised IRR of RA 10575
 - (7) Republic Act (RA) No. 9514, Revised Fire Code of the Philippines and
 - (8) Applicable local regulations and ordinances.

Completion of the Works is required within **four hundred fifty-five (455) calendar days**. Bidders should have completed a contract similar to the Project amounting to at **least fifty percent (50%)** of the ABC **within the last six (6) years**. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

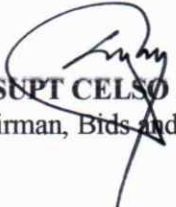
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act.”

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least seventy-five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.

4. Interested bidders may obtain further information from **Bureau of Corrections** and inspect the Bidding Documents at the address given below from Monday to Friday from 8:00am to 5:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **MARCH 28, 2024 (08:00am to 05:00pm) to APRIL 19, 2024 (08:00am to 01:29 pm)** from the given address and website(s) below. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity bucor.gov.ph, provided that Bidders shall pay the applicable fee of **Fifty Thousand (P50,000.00) Pesos Only** for the Bidding Documents not later than the submission of their bids. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or by facsimile.
6. The **Bureau of Corrections** will hold a Pre-Bid Conference on **APRIL 05, 2024 (01:30 PM)** at BAC Conference Room NBP Reservation Muntinlupa City, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **APRIL 19, 2024 (01:30 PM)**. 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 15.
9. Bid opening shall be on **APRIL 19, 2024 (01:30 PM)** at the BAC Conference Room NBP Reservation Muntinlupa City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Bureau of Corrections** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

MA. ADORACION I. VIÑAS
Office of the BAC Secretariat
Supply Office, Bureau of Corrections, Muntinlupa City
Tel # 02-8809-8587/02-8478-0907
bacsec2022@gmail.com
12. You may visit the following websites:
For downloading of Bidding Documents: bucor.gov.ph

Date of Issue: _____


CCSUPT CELSO S BRAVO
Chairman, Bids and Awards Committee



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Bureau of Corrections** invites Bids for the **Design and Build of Bureau of Corrections Regional Prison Facility at Davao Prison and Penal Farm 2024**, 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 through the General Appropriations Act (GAA) of 2024 Capital Outlay in the amount of **Two Hundred Million Pesos Only (₱200,000,000.00)**.

2.2. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations.

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:

- a. 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 criteria 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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at BAC Conference Room NBP Reservation Muntinlupa City and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid 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 tradable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 14.2. *Payment of the contract price shall be made in:*

- a. Philippine Pesos.

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days**. 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: Architectural, engineering design, detailed engineering requirements and construction of building with concreting works.		
7.1	Subcontracting is not allowed		
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.		
10.4	The key personnel must meet the required minimum years of experience set below: FOR DESIGN PERSONNEL:		
	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>
	Principal Architect	The Principal Architect must be duly-licensed with at least ten (10) years' experience	Experience in the design of residential, government offices or institutional facilities, and shall preferably be knowledgeable in the application of rapid construction technologies.
	Structural Engineer	The Structural Engineer must be a duly-licensed Civil Engineer with at least ten (10) years' experience.	Experience in structural design and shall preferably be knowledgeable in the application of rapid construction technologies.
	Professional Electrical Engineer	The Electrical Engineer must be a registered Professional Electrical Engineer with at least five (5) years' experience.	Experience in the design of lighting, power distribution, communication systems (specifically structured and local area network cabling, PABX), building management systems and preferably knowledgeable in developments in emergent efficient lighting technologies and energy management.

Professional Mechanical Engineer	The Mechanical Engineer must be a Professional Mechanical Engineer with at least five (5) years' experience.	Experience in HVAC and fire Protection systems and preferably knowledgeable in emergent, alternative energy- efficient HVAC technologies.
Electronics and Communications Engineer	The Electronics and Communications Engineer must be duly-licensed with at least five (5) years' experience.	Experience in the design of communications systems, and preferably knowledgeable in the application of building automation and surveillance systems.
Sanitary Engineer	The Sanitary Engineer must be duly-licensed with at least five (5) years' experience.	Experience in the design of building water supply and distribution, plumbing, and preferably knowledgeable in waste water management/treatment , and emergent, alternative effluent collection and treatment system.

The DESIGN & BUILD CONTRACTOR may, as needed and at its own expense, add additional professionals and/or support personnel for the optimal performance of all Architectural and Engineering Design Services, as stipulated in these Terms of Reference, for the PROJECT. Prospective bidders shall attach each individual's resume and PRC license of the (professional) staff.

Design personnel may also be utilized for the construction phase provided that the same meet the minimum number of years of experience in the construction of similar projects.

FOR CONSTRUCTION PERSONNEL:

<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>
Project Manager	The Project Manager shall be a licensed architect or engineer with at least eight (8) years relevant experience.	Relevant experience on similar and comparable projects in different locations. The Project Manager should have a proven

		record or managerial capability through the directing/managing of major civil engineering works, including projects of a similar magnitude.
Project Architect/Engineer	The Project Architect/Engineer shall be a licensed architect or engineer with at least five (5) years' experience.	Experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.
Materials Engineer (M.E. I)	The Materials Engineer must be duly accredited with the DPWH and with at least five (5) years' experience.	Experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.
Electrical Engineer	The Electrical Engineer must be duly-licensed with at least five (5) years' experience.	Experience in similar and comparable projects in the installation of lighting, power distribution, communication systems (specifically structured and local area network cabling, PABX), building management systems.
Mechanical Engineer	The Mechanical Engineer must be duly-licensed with at least five (5) years' experience.	Experience in similar and comparable projects in the installation of HVAC and fire protection.
Sanitary Engineer	The Sanitary Engineer must be duly-licensed with at least five (5) years' experience.	Experience in similar and comparable projects in the installation of building water supply and distribution, plumbing.
Foreman	The Foreman must have at least five (5) years' experience.	Experience in similar and comparable projects and shall preferably be

		knowledgeable in the application of rapid construction technologies.																								
Safety Officer	The Sanitary Officer must have at least two (2) years' experience.	Must be an accredited safety practitioner by the Department of Labor and Employment (DOLE) and must have undergone the prescribed forty (40) hour Construction Safety and Health Training (COSH)																								
10.5	The minimum major equipment requirements are the following:																									
	<table border="1"> <thead> <tr> <th><u>Equipment</u></th> <th><u>Capacity</u></th> <th><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>Backhoe</td> <td>At least 38hp with 0.055 to 0.160 m3 bucket capacity</td> <td>1</td> </tr> <tr> <td>Pay Loader</td> <td>At least 2.5 to 9.5 m3 bucket capacity</td> <td>1</td> </tr> <tr> <td>Dump Truck</td> <td>At least 10 cu.m.</td> <td>2</td> </tr> <tr> <td>Generator</td> <td>50kva</td> <td>1</td> </tr> <tr> <td>Concrete Mixers</td> <td>1 bagger</td> <td>4</td> </tr> <tr> <td>Welding Machines</td> <td>300amp heavy duty</td> <td>4</td> </tr> <tr> <td>Submersible Dredging Pump</td> <td>At least 1hp and 2" output</td> <td>1</td> </tr> </tbody> </table>		<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Backhoe	At least 38hp with 0.055 to 0.160 m3 bucket capacity	1	Pay Loader	At least 2.5 to 9.5 m3 bucket capacity	1	Dump Truck	At least 10 cu.m.	2	Generator	50kva	1	Concrete Mixers	1 bagger	4	Welding Machines	300amp heavy duty	4	Submersible Dredging Pump	At least 1hp and 2" output	1
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12	No further instructions.																									

15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than 2% of the ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than 5% of the ABC, if bid security is in Surety Bond.
19.2	No further instructions.
20	<p>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;</p> <ol style="list-style-type: none"> 1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) 2. Supporting Documents for the SLCC (Notice of Award and/or Notice to Proceed and Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted) 3. Certified true copy coming from the issuing agency of valid and Current Registration Certificate (SEC Certificate of Registration for Corporation or DTI Certificate of Registration for Sole Proprietorship or CDA Certificate of Registration for Cooperative) 4. Valid and Current Mayor's or Business Permit 5. Valid and Current Tax Clearance 6. Valid and Current PCAB License and Registration 7. Audited Financial Statement 8. Three (3) sets photocopy of Eligibility and Financial Envelope duly marked as "Copy No.1", "Copy No.2" and "Copy No.3"
21	No further instructions.

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

2. **Sectional Completion of Works**

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

3. **Possession of Site**

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

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

4. **The Contractor's Obligations**

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

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

5. **Performance Security**

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	Sectional completion is not applicable The Intended Completion Date is Four Hundred Fifty-Five (455) Calendar Days from the date of receipt of the NTP.
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor from the date of the receipt of Notice to Proceed (NTP).
6	No further instructions.
7.2	Fifteen (15) years.
10	No Dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within fourteen (14) calendar days after the issuance of the Notice to Proceed (NTP)
11.2	The amount to be withheld for late submission of an updated Program of Work is [<i>insert amount</i>].
13	The amount of the advance payment is Five Percent (5%) of the contract price to be split in two installments (2.5% upon issuance of Notice to Proceed and 2.5% upon issuance of Notice to Construct) upon submission to and acceptance by the Bureau of Corrections of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand issued by a surety or insurance company duly licensed by the insurance commission and confirmed by the Bureau of Corrections.
14	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. Payment for work accomplishment shall be made in two billings only first billing is at fifty percent (50%) and the last and final billing of one hundred percent (100%) work accomplishment. 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 upon actual completion of the project.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is equivalent to five percent (5%) of the contract price.

Section VI. Specifications

TERMS OF REFERENCE

DESIGN AND BUILD OF BUREAU OF CORRECTIONS PRISON FACILITY

Davao Prison and Penal Farm, Panabo City, Davao Del Norte, Philippines

1. PROJECT INFORMATION

1.1 Project Description

The mission of the Bureau of Corrections (BuCor) is to protect society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide self-improvement opportunities to assist offenders in becoming law-abiding citizens. The proposed construction of the BuCor Regional Prison Facility shall be conducive to the reformation and rehabilitation of inmates that will bring them back into the mainstream of society as useful citizens of the country.

The contract will involve the Design and Build Scheme leading to the construction of the BuCor Regional Prison Facility at Davao Prison and Penal Farm, Panabo City, Davao del Norte, Philippines.

The plans and designs shall be in accordance with the plan of the said structures as conceptualized by the Planning and Design Unit under Civil Engineering Section of General Services Division (PDU) or as conceptualized by the winning bidder if the latter is found to be superior (as defined in Section 3.1.1 of this TOR).

The BuCor Prison Facility project is of paramount importance in strengthening the nation's correctional infrastructure and enhancing public safety. This aims to provide a secure, technologically advanced, and state-of-the-art facility to safely house and manage 500 PsDL. The project will be conducted in strict adherence to approved specifications, timelines, and budgets to fulfill its mission effectively.

Contractors shall be required to conduct a BuCor led site inspection and evaluation to enable the Contractors to develop their proposals accordingly. The BuCor shall not assume any responsibility regarding erroneous interpretations out of any data presented by the Contractor.

The BUCOR Prison Facility shall be constructed as per approved drawings, specifications, bill of materials, scope of works and the general contract conditions following the guidelines as per Annex G of IRR of RA 9184.

The project shall have the following basic components:

- a. Complete Detailed Architectural and Engineering Design Plans, technical specifications, and design calculations for the construction of the Project.

Such plans, designs, and technical specifications shall be subject for review and approval by the BuCor PDU. The Design Development and the Contract Documents phases of the design shall continue after the bid is awarded. It shall likewise be subject for review and approval by the BuCor General Services Division (GSD).

b. The bid shall be based on the conceptual/schematic design drawings prepared by the BuCor PDU or that submitted by the winning bidder as defined in Section 3.1.1 of this TOR.

c. The Contractor shall complete the construction of the following facility component:

- i. One (1) Unit Two Storey + Roof Deck "Type B" Dormitory designed for 500 PsDL
- ii. Control Gate & Office
- iii. Fire Protection and Fire Detection Alarm system
- iv. Main Perimeter walls with catwalk and guard towers (with comfort room) in compliance with RA 10575.
- v. Secondary perimeter fence in compliance with RA 10575
- vi. Electrical System, Backup Power supply system
- vii. Water supply system with sufficient pressure level and to provide potable water (Cistern, Pumps, Elevated Water tank, and Chlorinator if necessary)
- viii. Site Development (Grading and earthworks, pathways, and Drainage System)
- ix. Sewage Treatment Plant (Sequencing Batch Reactor)
- x. Bunkbeds for 500PsDL Capacity (design and specification of Bunk Beds for review of Planning and Design Unit – GSD).

1.2 Contractual Framework

The contractual arrangement to be used for the project is the Design-and-Build (DB) scheme. Under this scheme the procuring entity awards a single contract for the architectural/engineering design and construction to a single firm, partnership, corporation, joint venture or consortium.

The winning contractor shall consult and collaborate with the BuCor Architect for the preparation of the Detailed Architectural Design of the Project. The Detailed Architectural and Engineering Design shall be subject for the review and approval by the BuCor PDU.

Contractors shall be required to conduct a BuCor led site inspection and evaluation to enable the Contractors to develop their proposals accordingly. The BuCor shall not assume any responsibility regarding erroneous interpretations out of any data presented by the Contractor.

The obligations and liabilities of the contractor and its Architect shall be joint and solidary for purposes of the Detailed Architectural Design of the Project in accordance with Article 1723 of the Civil Code of the Philippines and other pertinent laws.

The DB Scheme of procurement was recommended, endorsed, and adopted pursuant to the Annex G of IRR of RA 9184.

2. SCOPE OF CONTRACT

2.1 OBLIGATIONS OF THE WINNING BIDDER/CONTRACTOR

a. Render architectural and allied engineering design services including final schematic design necessary for the implementation of the Project. The allied engineering design services shall include, but shall not be limited to, design for architectural, civil, structural, electrical, mechanical, plumbing, and electromechanical (for STP). All drawings shall be generated using modern modeling/drafting software and printed on High Quality 20" x 30" blue print paper.

b. Undertake Detailed Architectural and Engineering Designs (DAEDs) using the given data such as topographic, hydrographic and cross-section surveys, geotechnical and geological investigation, and hydrologic investigation and initial schematic design or design concept provided by the BuCor PDU which conforms with the Minimum Performance Specifications and Standards (MPSS);

c. If applicable, secure environmental clearance or an "Environmental Compliance Certificate (ECC)". If the proposed project is considered outside the purview of the Philippine Environmental Impact Statement (EIS) System, a Certificate of Non-Coverage or Certificate of Exemption shall be secured.

d. The project shall be constructed according to the DAEDs prepared by the Winning Bidder and approved by the BuCor and in compliance with the MPSS as well as provided in Rule VII, Section 7 of the IRR of RA 10575. Likewise, construction includes conformance to the provisions pertaining to buildings under the latest edition of the DPWH Standard Specifications for Public Works Structures, Volumes II and III (Blue Book). The Blue Book prescribes, among other things, the material requirements and construction requirements for different items of work, including the tests to be conducted during construction by the DPWH-accredited testing laboratory. The Blue Book incorporates pertinent provisions of the American Society for Testing and Materials (ASTM) and American Concrete Institute (ACI), among other standards, pertaining to construction. Attention shall be given to the relevant items of work in the following Parts of the Blue Book:

Volume II

- Part A – Facilities for the Engineer
- Part B – Other General Requirements

Volume III

- Part A – Earthwork
- Part B – Plain and Reinforced Concrete Works
- Part C – Finishing

- Part D – Electrical
- Part E – Mechanical
- Part J – Flood Control and Drainage

For materials and technologies not covered by the Blue Book, or if the Proponent intends to use any new material/technology which is not accredited by the DPWH Bureau of Research and Standards (BRS), the Proponent shall submit a certification from a recognized foreign or international institution to the effect that the new materials or technology meets the MPSS for this Project and has been successfully used in existing structures with proven integrity.

The Winning Bidder or Contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty period specified in Section 62.2 of the IRR of RA 9184; and,

- f. The Winning Bidder or Contractor shall be solely responsible for the design and shall be held responsible for any default resulted from improper design. Further, extended liability of the contractor since it stipulated that the works, when completed, shall be fit for the purpose for which it was intended as defined in the contract.

2.2 OBLIGATIONS OF THE BUCOR

- a. Provide full information on all requirements for the Project;
- b. Approve the Winning Bidder or Contractor's design without diminishing their full and sole responsibility for the quality and integrity thereof;
- c. Give prompt written notice thereof to Winning Bidder or Contractor, if it observes or becomes aware of any defect in the Project;
- d. Designate when necessary, representatives authorized to act on its behalf. It shall examine documents submitted by the Winning Bidder or Contractor and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of their work. It shall observe the procedure of issuing orders to the Winning Bidder or Contractor;
- e. Supervise and monitor the implementation of the project;
- i. Construction Monitoring and Testing Forms:
 - The use of Construction Monitoring and Testing Forms that will be provide by the BuCor PDU is mandatory throughout the duration of construction.
 - Oversight of these forms will be conducted by the General Services Section (GSS) of the Davao on behalf of the BuCor GSD

- DPPF-GSS to impose to Contractor testing of all items after installation and/or application. GSS to send PDU copy of the test report/s.
 - DPPS-GSS to monitor material delivery of Contractor to ensure all materials installed and/or applied are in accordance with the specifications stated on plans and contract of this project.
 - In case there would be substitute or alternative to the original specification of material/s, DPPF-GSS to inform PDU of such variation.
- ii. BuCor Engineer Visits:
- NHQ engineers and architects (personnel of PDU) will conduct site visits on a quarterly basis or whenever deemed necessary to ensure compliance with standards and regulations.
 - PDU Personnel to witness the Final Testing and Commissioning of the Systems, Equipment and Utilities prior to Acceptance of the project or part of the project thereof.
- iii. Progress Billing Payment:
- Davao GSS engineers will provide monthly updates, or as deemed necessary, on the Statement of Work accomplishment based on the actual progress of the project, including reports update.
- f. Pay the accomplishment accepted in the conformance with the MPSS included under the Design and Build Contract.
- i. This reports and SWA updates of the Davao GSS will be reviewed and approved by GSD prior to any progress billing payments being made.

2.3 BIDDING DOCUMENTS

The Bidding Documents for the Project shall govern the conduct of the procurement of the Project.

3. SCOPE OF WORKS

3.1 PLANNING AND DESIGN PHASE

3.1.1 Preliminary Architectural Plan (PAP) by Bidder

The approved concept design shall adopt the provisions indicated in Rule VII, Section 7 of the IRR of RA 10575.

Bidders shall submit also an alternative design concept with respect to the actual site condition. This alternative design by the winning bidder shall be adopted should the same be found to be superior than the one conceptualized by the BuCor PDU.

3.1.2 Detailed Architectural and Engineering Design (DAED) by the Winning Bidder

During the implementation of the Project, the Winning Bidder shall prepare the DAED of the Project and submit the same to the BuCOR for approval prior to the execution of the construction works.

The Winning Bidder shall prepare the DAED based on its PAP as reviewed and accepted by the BuCor PDU and in accordance with the Minimum Performance Standards and Specifications (MPSS). The DAED shall be undertaken with a degree of accuracy that will allow estimates to be made within approximately plus or minus five percent (+/-5%) of the final quantities.

Once approved by the BuCor, the Winning Bidder's DAED shall form part of the MPSS. The BUCOR-approved DAED, together with the MPSS provisions on Construction under Section 2.0 hereof, shall govern the actual Construction undertaken by the Winning Bidder.

The Winning Bidder shall undertake the necessary field surveys and investigation in accordance with the DPWH Design Guidelines. In carrying out these works, the Winning Bidder shall ensure that the engineering, environmental, particularly during field investigations and the development of the preliminary and final detailed engineering designs. The Winning Bidder shall ensure that all designs submitted for approval have fully taken into account key findings from the engineering, environmental, and that negative environmental impacts have been minimized or eliminated to the fullest extent possible.

3.1.3 Architectural and Engineering Design Submittals

i. Architectural Design

- a. The building should be designed with structural, electrical, natural or combine ventilation and natural lighting following building design standards.
- b. The prospective bidder shall prepare the Preliminary Architectural Plans in accordance with the requirements of the National Building Code of the Philippines, Accessibility Law (BP 344) including all other applicable laws and local ordinances.

SUBMITTALS: (at suitable scale on high quality 20" x 30" blue print paper minimum size)

1. Site Development Plan
2. Vicinity Map
3. Perspective
4. Floor Plans
5. Elevations
 - a. Front Elevation
 - b. Rear Elevation
 - c. Right Elevation
 - d. Left Elevation
6. Sections
 - a. Longitudinal Section
 - b. Cross Section
7. Doors & Window Schedule
8. Plans and details of stairs and ramps
9. Schedule of Finishes for floors, walls and ceiling
10. Miscellaneous Details

ii. Structural Design

- a. The proponent shall prepare the necessary structural analysis/calculation and design of the structural members of the building component in accordance with the National Building Code of the Philippines with its referral codes such as the latest National Structural Code of the Philippines. The design for the structure shall take into account, among other things, the seismic requirements of the area to determine the optimum safety of the whole structure and to minimize possible earthquake damage.
- b. On the basis of the data obtained from the detailed site investigations, topographical/soil and survey, geotechnical engineering, foundation investigation, material testing, survey of existing site conditions, the seismic requirements of the area, the load requirements of the building and other investigation required to obtain the data necessary to ensure the safety of the structure, the proposal shall prepare the preliminary structural design plans of the structure.

SUBMITTALS: (at suitable scale on high quality 20" x 30" blue print paper minimum size)

1. Structural Design Criteria and Design Notes
2. Foundation Plan
3. Floor framing plans
4. Schedule of slab, beams and girders
5. Schedule of columns
6. Schedule of footings
7. Structural details of stairs/ramp, if applicable
8. Roof framing plan, if applicable
9. Schedule and details of trusses, if applicable

10. Miscellaneous Details

iii. Sanitary/Plumbing Design Electromechanical Design

a. General

- The detailed design shall conform to the general standards adopted by the Sanitary & Plumbing Code of the Philippines and other pertinent laws and ordinances.
- All design considerations/assumptions shall be based on the results of the technical studies, detailed analyses, and design computations.
- The technical drawings and specifications shall clearly indicate all the details required to ascertain the care and thoroughness devoted in the preparation of the drawings.

b. Drainage and Sewerage

- The drainage layout shall show all the required information such as direction of flow, manhole-to-manhole distances, and sizes of lines, manholes/canals, location of outfalls, etc.
- The prospective bidder shall prepare a design for the Sewage treatment Plant in accordance to the Clean Water Act of 2004 (Republic Act No. 9275) and other relevant laws and ordinances.

SUBMITTALS: (at suitable scale on high quality 20" x 30" blue print paper minimum size)

1. General Notes
2. Legend & Symbols
3. Sewer, vent and storm drainage layout
4. Enlarged toilet plan for common and PWD toilets
5. Isometric Diagram
6. Miscellaneous details
7. Drainage and sewerage System
8. Three Chamber Septic Tank plans and details

c. Water Supply and Distribution System

- The Proponent shall carry out a preliminary detailed design for the water supply of the project. The design should be on the basis of the source and volume of water supply, water consumption, piping network, and conveyance in accordance with the applicable laws, rules and regulations governing health, safety and sanitation.

- The Contractor shall install elevated water storage/s per unit located at the roof deck of the prison dormitories. (sufficient capacity to supply the PDL)

SUBMITTALS: (at suitable scale on high quality 20" x 30" blue print paper minimum size)

1. General Notes
2. Legend & Symbols
3. Water Line layout
4. Water Line Isometric Diagram
5. Sprinkler System
6. Sprinkler System Isometric Diagram
7. Water Reservoir plans and details
8. Miscellaneous details

iv. Electromechanical Design

a. Sewage Treatment Plant

- The prospective bidder shall prepare a design for the Sewage treatment Plant in accordance to the Clean Water Act of 2004 (Republic Act No. 9275) and other relevant laws and ordinances.

SUBMITTALS: (at suitable scale on high quality 20" x 30" blue print paper minimum size)

1. General Notes
2. Legend & Symbols
3. Electrical System Layout
4. Mechanical System Layout
5. Instrumentation and Control System Diagrams
6. Piping and Instrumentation Diagrams (P&IDs)
7. Equipment Details and Specifications
8. Electrical Power Distribution
9. Emergency Power Systems
10. Grounding and Lightning Protection
11. Control and Monitoring Systems, if applicable
12. Safety Systems
13. Miscellaneous details

v. Electrical Design

- a. The prospective bidder shall prepare a preliminary design plans for the electrical and power supply system of the building in accordance with the Electrical Code of the Philippines, Fire Code of the Philippines, National Building Code of the Philippines and other relevant laws and ordinances.

- b. The prospective bidder shall prepare a design for the electrical and power supply system considering ease of maintenance and prevention of illegal connections including electrical supply for ceiling fans.
- c. The prospective bidder shall prepare a design for Backup Power Generator with capacity not less than total computed KVA load without demand factor.
- d. Electrical supply shall be sourced from the local electrical utility.

SUBMITTALS: (at suitable scale on high quality 20" x 30" blue print paper minimum size)

- 1. Power Riser Diagram
- 2. Power Layout System
- 3. Lighting Layout System
- 4. Local Area Network System, if applicable
- 5. Grounding System
- 6. Load Schedules
- 7. Others as applicable

vi. Other Requirements

- Technical Specifications
- Boring Test
- Structural Design and Analysis and computation
- FINAL DESIGN AND CONSTRUCTION PLANS
- Upon award of contract, the Contractor shall comply the following:
 - Prepare final draft of Architectural and Engineering Design Plans incorporating all design refinements and revisions based on project requirement or as may be required by the BuCor PDU within the scope of design.
 - Submit to the BuCor Design and Build Committee (BuCor-DBC) the Final Architectural and Engineering Design Plans and Specifications duly signed and sealed by the concerned Professional Architect, Engineers, incorporating all the necessary revisions and refinements for approval by the Head of Procuring Entity.

3.2 CONSTRUCTION PHASE

The following works shall comprise this phase:

- I. Permits and Clearances, the Contractor shall upon authorization of the Head of the Procuring Entity (HOPE), make representations with the government agencies

concerned to expedite the processing of the necessary permits and certificates such as the following:

- a. Zoning Certification and Locational Clearance
- b. Building /Electrical/Sanitary Permits
- c. Certificate of Occupancy
- d. Environmental Clearance Certificate
- e. All other permits/clearances as may be required for the construction.

II. Mobilization, The Contractor shall mobilize all the required project team personnel, equipment, tools, and manpower with the required skills and in sufficient number as may be necessary for his efficient undertaking of the project.

III. Clearing, Grubbing and hauling/disposal of debris

IV. Construction Stage as a rule, contract implementation guidelines for procurement of infrastructure projects shall comply with Annex "E" of the Revised IRR of RA 9184. The following provisions shall supplement these procedures:

- i. No works shall commence unless the Contractor has submitted the prescribed documentary requirements and implementing unit has given written approval. Work execution shall be in accordance with reviewed and approved documents.
- ii. The Contractor shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the Implementing Unit to meet all regulatory approvals as specified in the contract documents.
- iii. The Contractor shall submit a detailed program of works within fourteen (14) calendar days after the issuance of the Notice to Proceed (NTP) for approval by the Head of the Procuring Entity (HOPE) that shall include, among others:
 - a. The order in which it tends to carry out the work including anticipated timing for each stage or design/detailed engineering and construction;
 - b. Periods for review of specific outputs and any other submissions and approvals;
 - c. Sequence of timing for inspection and tests;
 - d. General description of the design and construction methods to be adopted;
 - e. Number of personnel to be assigned for each stage of the work;
 - f. List of equipment required on site for each stage of the work; and

- g. Description of the quality control system to be utilized for the project.
- iv. Any errors, omissions, inconsistencies, inadequate or failure submitted by the Contractor that do not comply with the requirements shall be rectified, resubmitted and reviewed at the Contractor's cost. If the Contractor wishes to modify any design or document which has been previously submitted, reviewed and approved, the Contractor shall notify the Implementing Unit within a reasonable period of time and shall shoulder the cost of such changes.
 - v. As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract signing and approval. The following guidelines shall govern approval for change or variation order:
 - a. Change Orders resulting from design errors, omissions or non-conformance with the performance specifications and parameters and the contract documents by the Contractor shall be implemented by the Contractor at no additional cost to the BuCor.
 - b. Provided that the Contractor suffers delay and/or incurs costs due to changes or errors in the preparation of Performance specification and parameters, the Contractor shall be entitled to either one of the following:
 - An extension of time for any such delays under Section 10 of Annex "E" of IRR-A (RA9184; or
 - Payments for such cost as specified in the contract documents, provided that the cumulative amount of the variation order does not exceed ten percent (10%) of the original project cost.
 - c. The contract documents shall include the manner and schedule of payment specifying the estimated contract amount and installments in which the contract will be paid.
 - d. The Contractor shall be entitled to advance payment subject to the provisions of Section 4 of Annex "E" of the Revised IRR of RA 9184.
 - e. The Implementing Unit shall monitor the quality control procedures for the design and construction in accordance with the Government Guidelines and shall issue the proper certificates of acceptance for sections of the works or whole of the works as provided for in the contract documents.
 - f. The Contractor shall provide all necessary equipment, personnel, instruments, documents and others to carry out specified tests.
 - g. This design and build project shall have minimum Defects Liability period of one (1) year contract completion or as provided in the contract documents. This is without prejudice to the liabilities

imposed upon the engineer/architect who drew up the plans and specification for a building sanctioned under Section 1723 of the New Civil Code of the Philippines.

- h. The Contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty period of 15 years for permanent structures/buildings and 5 years for roads as specified in Section 62.2.2 of the Revised IRR of RA 9184

V. As-built plans. The Contractor shall cause the preparation and submission of as-built plans duly signed and sealed by all concerned parties involved in the construction in the same sheet size and scale as the original drawings in one (1) blue print copy and one (1) reproducible copy.

VI. General requirements:

1. Temporary facilities such as field offices for the BuCor inspectorate team, project engineers and quarters for laborers; temporary warehouse for the construction material.
2. Office furniture and equipment, survey equipment and consumables
3. Photographs: This item consists of the supply of equipment and materials, i.e., album, necessary to undertake photographic progress activities of the project and of all costs incidental to the preparation and submission of photographs (at least 12 photographs per day). The quantities for photographs shall be one (1) set of photographs per month.
4. Health and Safety Program including Personal Protective Equipment (PPE)
 - a. All standard safety measures and precautions shall be exercised by the Contractor in the course of the project for the protection of the public and its workers and in conformity with DOLE Department Order No. 13, Series of 1998.
 - b. All workers shall be equipped with proper working uniform and identification at all times. They must be registered with the governing BuCor Security Office and must comply with the BuCor's Rules and Regulations.
 - c. The Contractor shall secure his/her own equipment and materials on site. The BuCor shall not be liable to any losses incurred during the progress of the work.
5. Environmental compliance
6. Communication equipment: This item consists of the provision of communication equipment.

7. Billboard
8. Traffic management

VII. Building Construction

1 unit	Two (2) Storey Type 'B' PDL Dormitory Building with 500 PDL Capacity. 4.7sqm per PDL (shower, water closet and wash basin included). Maximum of 10PsDL per cell With Stainless Steel Elevated Water Tank on roof deck; to supply sufficient pressure in every plumbing fixtures. Minimum number of fixtures per cell: 2 unit's flush valve water closet, 2 unit flush valve urinal, 1 unit lavatory, 3 units wall faucet, and 3 units shower head. Provide enhanced natural ventilation as necessary.
500 In.m., more or less,	Main Perimeter Concrete Fence with concrete Catwalk, Post Towers with maximum distance of 100m, Main Sliding Steel Control Gate and Pedestrian Steel Gate (refer to Rule VII, Section 7 of the Revised IRR of RA 10575)
1 lot	Site Development. Includes not limited to the following: Stormwater Management: Implementing systems to manage stormwater runoff, which include underground drainage systems. (planning, designing, and installing pipes, channels, culverts, ditches, and other structures that collect, convey, and discharge storm water runoff) Grading and Earthwork: Leveling the ground and shaping it to the required specifications for the construction project. This may involve excavation, filling, and compacting soil.
500 In.m more or less	Secondary Perimeter Fence with Steel Gate (Sliding Type) (refer to Rule VII, Section 7 of the revised IRR of RA 10575). Secondary fence with minimum of 4m offset from main perimeter fence.
1 lot	Control Gate and 60sqm Control Gate Security office
250 sets	Double Deck Bunk Beds (design and specification of Bunk Beds for review of Planning and Design Unit – GSD).
1 lot	Electrical System designed to accommodate future facility electrical loads. Backup Power Generator Sets, Capacity not less than total computed KVA load, without demand factor)
1 lot	Fire Protection and Fire Detection Alarm Systems to comply governing laws and regulations requirements.
1 lot	Water supply system. Includes the ff: water source, water treatment (if necessary to provide potable water), storages, distribution and plumbing system.
1 lot	Sewerage Treatment Plant (Sequencing Batch Reactor). With quality deemed suitable for discharge into nearby water bodies, in accordance with the standards set by the local municipality or government.

A. Material Specifications:

a. Floor Finishes

- Polished cement finish prison cell, hallways, staircases, and rooms
- Plain Cement finish - Pathways.
- Ramps - anti slip pavers or tiles
- CRs – unglazed ceramic tiles

b. Wall Finishes

- a. Glazed wall tiles - 1.8m height.
- b. Plain cement plaster finish - For all Buildings and Facilities

c. Ceiling Finishes

- c. Concrete Steel Decking, if applicable. – coated in white enamel

d. Painting

- d. Semi-gloss solvent paint top coat (high-end quality) for interior and exterior walls in two to three coats application. Apply concrete neutralizer for newly finished concrete surfaces. Use solvent primer.
- e. Varnish Paint finish with weather proof coating – For doors and jambs branded, high-end quality (Offices, etc.), all wooden doors must have secondary steel doors.
- f. Use Epoxy paint primer. Epoxy paint finish – For Structural steel and all metal works

e. Doors and Windows

- g. No doors For Prison facility Comfort Rooms with 1.20 meter finish wall height (See Rule VII, Section 7 R-IRR of RA 10575).
- h. Steel doors and grills – For Dormitories, gates and other security areas. Sliding Doors for all Cells (See Rule VII, Section 7 R-IRR of RA 10575)

f. Waterproofing

- i. UV Resistant Polyurethane Waterproofing – For all roof deck with topping works provided with welded wire mesh.
- j. Cistern - Polyurethane Waterproofing

g. Plumbing Works

- k. uPVC Pipe series 1000 – For all soil, sewer, waste, dry and wet vent piping high-end quality
- l. PPRC Fusion Type – For all water lines high-end quality

- m. Sprinkler system to all prison dormitories in accordance with the provisions of Revised Plumbing Code of the Philippines.

4. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for the Contract (ABC) is **PhP200,000,000.00**. This is the ceiling for acceptable bids. Bids higher than ABC shall be automatically rejected.

5. PROPOSED IMPLEMENTATION SCHEDULE (Example):

No. of Months	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Design Phase																					
Construction Phase																					

6. ELIGIBILITY CRITERIA FOR BIDDERS

6.1 General

The Eligibility Requirements for this Design and Build Project shall adopt the provisions of Annex "G" of the Implementing Rules and Regulations of RA 9184 (e.g. Eligibility Requirement). However, if a bidder who has no experience in DB Project on its own may opt to enter a subcontracting agreement, partnership, or joint venture with a design or engineering firm for the design portion of the project.

6.2 Legal Requirements

- a. Valid Contractor’s License issued by the Philippine Contractor’s Accreditation Board
- b. Valid license of the Contractor’s designer issued by the Professional Regulation Commission.

6.3 Technical Requirements

- a. The Contractor’s designer must have designed one structure similar to the project at hand with a construction cost of at least 50 % of the ABC.

6.4 Financial Requirements

The Contractor must have a Net Financial Contracting Capacity (NFCC) at least equal to the ABC to be bid or equivalent to **PPhP200,000,000.00**

7. CONTENTS OF THE BID

7.1 IN THE FIRST ENVELOPE

Class "A" Documents

Legal Documents

- i. PhilGEPS Certificate of Registration and membership in accordance with Section 8.5.2 of this IRR. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB. (a)
 - ii. PCAB License and Registration, in case of JV; 57
 - iii. Statement of all Ongoing Government and Private Contracts;
 - iv. Statement of SLCC;
 - v. NFCC Computation;
 - vi. JVA, if applicable;
 - vii. Bid security in the prescribed form, amount and validity period;
 - viii. Project Requirements, which shall include the following:
 1. Organizational Chart for the contract to be bid;
 2. List of Contractor's Personnel (Design and Construction), to be assigned to the contract to be bid, with their complete qualification and experience data;
 3. List of Contractor's Equipment Units which are owned, leased and/or under purchase agreements, supported by certification of availability of equipment from lessor/vendor for the duration of the project.
- ix. Omnibus Sworn Statement by the prospective bidder or its authorized representative in the prescribed format;
- x. Submission of Preliminary Conceptual Design Plans:

Class "B" Documents

- i. For Infrastructure Projects, JV Bidders shall submit a JVA in accordance with R.A. 4566 and its IRR.
- ii. Each partner of the joint venture shall submit their PhilGEPS Certificates of Registration in accordance with section 8.5.2 of this IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: *Provided*, that the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.
 1. **Preliminary Conceptual Architectural Design Plans in accordance with the degree of details specified by the**

procuring entity: (at suitable scale on high quality A3 blue print paper /digital print minimum size)

- a. Location plan/vicinity map
- b. Perspective
- c. Floor plans
- d. Front view elevation
- e. Rear view elevation
- f. Left side view elevation
- g. Right side view elevation
- h. Longitudinal section
- i. Transverse section

2. Design and Construction Method

3. **List of contractor's personnel** to be assigned to the contract to be bid with their complete qualification and experience data and photocopy of their valid licenses issued by the professional regulatory Commission (PRC), Curriculum vitae of key staff, partners or principal officers with a minimum work experience requirements set in the **BDS**;

For Design

The key professionals and the respective qualifications of the DESIGN PERSONNEL shall be as follows:

- **Principal Architect**

The Principal Architect must be duly-licensed with at least ten (10) years' experience in the design of residential, government offices or institutional facilities, and shall preferably be knowledgeable in the application of rapid construction technologies.

- **Structural Engineer**

The Structural Engineer must be a duly-licensed Civil Engineer with at least ten (10) years' experience in structural design and shall preferably be knowledgeable in the application of rapid construction technologies.

- **Professional Electrical Engineer**

The Electrical Engineer must be a registered Professional Electrical Engineer with at least five (5) years' experience in the design of lighting, power distribution, communication systems (specifically structured and local area network cabling, PABX), building management systems and preferably knowledgeable in developments in emergent efficient lighting technologies and energy management.

- **Professional Mechanical Engineer**

The Mechanical Engineer must be a Professional Mechanical Engineer with at least five (5) years in HVAC and fire Protection systems and preferably knowledgeable in emergent, alternative energy- efficient HVAC technologies.

- **Electronics and Communications Engineer**

The Electronics and Communications Engineer must be duly-licensed with at least five (5) years' experience in the design of communications systems, and preferably knowledgeable in the application of building automation and surveillance systems.

- **Sanitary Engineer**

The Sanitary Engineer must be duly-licensed with at least five (5) years' experience in the design of building water supply and distribution, plumbing, and preferably knowledgeable in waste water management/treatment, and emergent, alternative effluent collection and treatment system.

The DESIGN & BUILD CONTRACTOR may, as needed and at its own expense, add additional professionals and/or support personnel for the optimal performance of all Architectural and Engineering Design Services, as stipulated in these Terms of Reference, for the PROJECT. Prospective bidders shall attach each individual's resume and PRC license of the (professional) staff.

Design personnel may also be utilized for the construction phase provided that the same meet the minimum number of years of experience in the construction of similar projects.

For Construction Personnel

The key professionals and the respective qualifications of the CONSTRUCTION PERSONNEL shall be as follows:

- **Project Manager**

The Project Manager shall be a licensed architect or engineer with at least eight (8) years relevant experience on similar and comparable projects in different locations. The Project Manager should have a proven record or managerial capability through the directing/managing of major civil engineering works, including projects of a similar magnitude.

- **Project Architect/Engineer**

The Project Architect/Engineer shall be a licensed architect or engineer with at least five (5) years' experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.

- **Materials Engineer (M.E. I)**

The Materials Engineer must be duly accredited with the DPWH and with at least five (5) years' experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.

- **Electrical Engineer**

The Electrical Engineer must be duly-licensed with at least five (5) years' experience in similar and comparable projects in the installation of lighting, power distribution, communication systems (specifically structured and local area network cabling, PABX), building management systems.

- **Mechanical Engineer**

The Mechanical Engineer must be duly-licensed with at least five (5) years' experience in similar and comparable projects in the installation of HVAC and fire protection.

- **Sanitary Engineer**

The Sanitary Engineer must be duly-licensed with at least five (5) years' experience in similar and comparable projects in the installation of building water supply and distribution, plumbing.

- **Foreman**

The Foreman must have at least five (5) years' experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.

- **Safety officer**

The Safety Officer must be an accredited safety practitioner by the Department of Labor and Employment (DOLE) and must have undergone the prescribed forty (40) hour Construction Safety and Health Training (COSH) and must have at least two (2) years' experience.

4. Value Engineering Analysis of design and construction.

The second envelope (Financial Proposal) shall contain all the required documents for infrastructure projects under Section 25.38 of the IRR of R.A 9184.

7.2 IN THE SECOND ENVELOPE – FINANCIAL PROPOSAL

The contents of Financial Proposal – In the Second Envelope shall be governed by Section 6.1 Design and Build Scheme of the DPWH Procurement Manual Volume II - Infrastructure Main Guidelines (2016).

- a. Lump sum bid prices, which shall include the detailed engineering cost, in the prescribed Bid Form inclusive of VAT
- b. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid for the following:
 - i Detailed Architectural and Engineering Design;
 - ii Demolition Works; and
 - iii Building Construction/Civil Works.
- c. Bill of Quantities
- d. Cash flow and payments schedule.

8. PROCEDURE AND CRITERIA FOR BIDS EVALUATION

For the detailed evaluation of the design and build proposals a two-step procedure shall be adopted by the BAC, which may be undertaken with the assistance of the DBC.

First-Step Procedure:

With the assistance of the BuCor Design and Build Committee (BuCor-DBC), the BAC shall conduct the opening, preliminary examination and detailed evaluation of the design and build proposals, as follows:

- (1) The first step of the evaluation shall involve the review of the preliminary conceptual designs and track record submitted by the contract as indicated in the Bidding Documents using a nondiscretionary “pass/fail” criteria that involve compliance with the following requirements:
 - a. performance specifications and parameters and degree of details;
 - b. Adherence of preliminary design plans to the required Concept of approach and methodology for detailed engineering, design and construction with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions; and
 - c. Quality of personnel to be assigned to the project which covers suitability of key staff to perform the duties of the particular assignments and general qualifications and competence including education and training of the key staff.

MERIT POINT CRITERIA FOR THE BID EVALUATION

I.I Adherence to Performance Specifications (35 points)

a. Compliance and Adherence to Specifications:

<p>Excellent Compliance (100 points):</p>	<p>The submission fully adheres to all specified project requirements and regulations, demonstrating meticulous attention to detail and comprehensive understanding of the TOR. All drawings and documentation are accurate, complete, and in compliance with relevant standards.</p>
<p>Good Compliance (80 points):</p>	<p>The submission largely complies with project specifications and regulations, with minor discrepancies. Drawings and documentation are mostly accurate and complete, meeting the majority of requirements.</p>
<p>Acceptable Compliance (70 points):</p>	<p>The submission satisfies most of the specified requirements and regulations, albeit with some notable omissions or inconsistencies. Drawings and documentation are generally accurate and complete, meeting the basic expectations.</p>
<p>Some reservations (50 points):</p>	<p>The submission partially meets the specified requirements and regulations, with several notable deficiencies or inconsistencies. There are significant gaps or inaccuracies in the drawings and documentation, raising concerns about compliance.</p>
<p>Serious reservations (20%)</p>	<p>The submission falls significantly short of meeting the specified requirements and regulations, with major deficiencies or inconsistencies. Drawings and documentation lack essential details or fail to comply with key standards, casting doubt on the bidder's understanding of the project scope.</p>

Unacceptable (0%)	The submission fails to comply with the specified requirements and regulations, lacking essential details and demonstrating a fundamental misunderstanding of the project scope. Drawings and documentation are incomplete or inaccurate, indicating a lack of capability to deliver the project on time.
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b. Functionality and Efficiency:

Excellent (100%):	The design optimally utilizes space, facilitating efficient accommodation of 500 PsDL. Layout and design enhance operational flow, demonstrating exceptional foresight and planning. Integration of facilities promotes smooth prison management.
Good (80%):	The design effectively utilizes space, with minor areas for improvement in operational flow. Layout and design contribute to efficient prison management, meeting most functional requirements.
Acceptable (70%):	The design adequately utilizes space, meeting basic requirements for accommodating 500 PsDL. Layout and design support operational flow, though some improvements are needed for optimal functionality.
Some reservations (50%):	The design partially optimizes space utilization, with notable deficiencies in operational flow. Layout and design hinder efficient prison management, requiring significant adjustments for improvement.
Serious reservations (20%):	The design inadequately utilizes space, hindering accommodation of 500 PsDL. Layout and design

	severely impede operational flow, indicating a lack of understanding of functional requirements.
Unacceptable (0%):	The design fails to optimize space utilization, lacking consideration for accommodating 500 PsDL. Layout and design pose significant obstacles to efficient prison management, indicating a fundamental misunderstanding of functional requirements.

c. **Safety and Security:**

Excellent (100%):	The design features robust perimeter walls, guard towers, and security features ensuring optimal inmate containment and facility security. Fire protection and detection systems are highly reliable, with comprehensive safety measures for both inmates and staff.
Good (80%):	The design incorporates effective perimeter walls, guard towers, and security features, with minor areas for enhancement. Fire protection and detection systems are reliable, with adequate safety measures for inmates and staff.
Acceptable (70%)	The design includes satisfactory perimeter walls, guard towers, and security features, meeting basic requirements for inmate containment and facility security. Fire protection and detection systems are functional, with sufficient safety measures for inmates and staff.
Some reservations (50%):	The design features partially effective perimeter walls, guard towers, and security features, with notable deficiencies in inmate containment and facility security. Fire protection and detection systems lack

	reliability, with limited safety measures for inmates and staff.
Serious reservations (20%):	The design lacks effective perimeter walls, guard towers, and security features, compromising inmate containment and facility security. Fire protection and detection systems are inadequate, posing significant risks to inmates and staff safety.
Unacceptable (0%):	The design neglects perimeter walls, guard towers, and security features, failing to ensure inmate containment and facility security. Fire protection and detection systems are absent or non-functional, posing severe risks to inmates and staff safety.

d. **Sustainability and Environmental Considerations:**

Excellent (100%):	The design includes robust safety measures and emergency protocols, ensuring the safety and well-being of inmates and staff in accordance with RA 10575.
Good (80%):	The design integrates sustainable design principles effectively, with minor opportunities for improvement in energy efficiency and material selection. Sewage treatment and water conservation measures are adequate, supporting environmental sustainability.
Acceptable (70%)	The design includes basic sustainable design principles, meeting minimum requirements for energy efficiency and material selection. Sewage treatment and water conservation measures are functional, contributing to environmental sustainability.

Some reservations (50%):	The design partially incorporates sustainable design principles, with notable deficiencies in energy efficiency and material selection. Sewage treatment and water conservation measures lack comprehensiveness, limiting environmental sustainability.
Serious reservations (20%):	The design lacks consideration for sustainable design principles, neglecting energy efficiency and eco-friendly materials. Sewage treatment and water conservation measures are insufficient, undermining environmental sustainability.
Unacceptable (0%):	The design disregards sustainable design principles, showing no commitment to energy efficiency or eco-friendly materials. Sewage treatment and water conservation measures are absent or inadequate, disregarding environmental sustainability.

e. **Aesthetics and Architectural Design:**

Excellent (100%):	The design exhibits exceptional aesthetic appeal and architectural coherence, showcasing innovative and visually pleasing elements. Consideration of local architectural vernacular and contextual integration is evident, contributing to the overall excellence of the design.
Good (80%):	The design demonstrates good aesthetic appeal and architectural coherence, with some areas for enhancement in creativity and visual impact. Consideration of local architectural vernacular and contextual integration is apparent, enriching the design.

Acceptable (70%):	The design achieves acceptable aesthetic appeal and architectural coherence, meeting basic expectations for visual presentation. Consideration of local architectural vernacular and contextual integration is present, though limited in scope.
Some reservations (50%):	The design lacks significant aesthetic appeal and architectural coherence, with notable deficiencies in creativity and visual impact. Consideration of local architectural vernacular and contextual integration is minimal, detracting from the overall quality of the design.
Serious reservations (20%):	The design exhibits poor aesthetic appeal and architectural coherence, failing to engage visually or inspire interest. Consideration of local architectural vernacular and contextual integration is lacking, diminishing the design's relevance and appropriateness.
Unacceptable (0%):	The design lacks any aesthetic appeal or architectural coherence, showing no effort to engage visually or integrate with the local architectural vernacular. Consideration of contextual integration is absent, rendering the design unsuitable for the project.

I.II Approach and Methodology for Detailed Engineering, Design, and Construction (40 points)

Excellent (100%):	The concept of approach and methodology for detailed engineering, design, and construction is exceptionally clear, feasible, innovative, and comprehensive. The plan demonstrates a high level of understanding of project problems,
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	risks, and suggested solutions, with well-defined strategies for addressing them.
Good (80%):	The concept of approach and methodology for detailed engineering, design, and construction is clear, feasible, and comprehensive, with some innovative elements. The plan adequately addresses project problems, risks, and suggested solutions, though some areas may require further development.
Acceptable (70%):	The concept of approach and methodology for detailed engineering, design, and construction satisfactorily addresses project requirements, with a basic level of clarity and feasibility. The plan outlines strategies for addressing project problems, risks, and suggested solutions, meeting the minimum expectations.
Some reservations (50%):	The concept of approach and methodology for detailed engineering, design, and construction partially addresses project requirements, with notable gaps in clarity and feasibility. The plan lacks innovative elements and may inadequately address project problems, risks, and suggested solutions.
Serious reservations (20%):	The concept of approach and methodology for detailed engineering, design, and construction demonstrates significant deficiencies in clarity, feasibility, and comprehensiveness. The plan fails to adequately address project problems, risks, and suggested solutions, indicating a lack of understanding or inadequate planning.
Unacceptable (0%):	The concept of approach and methodology for detailed engineering, design, and construction is unclear, infeasible, and lacks comprehensiveness. The plan fails to address project problems, risks, and suggested solutions, indicating a fundamental misunderstanding or disregard for project requirements.

I.III Quality of Personnel Assigned to the Project (25 points)

Excellent (100%):	The personnel assigned to the project, including key staff, are highly suitable and competent to perform their duties. Key staff members possess exceptional qualifications,
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	competence, education, and training relevant to their roles, demonstrating a high level of expertise and experience.
Good (80%):	The personnel assigned to the project, including key staff, are suitable and competent to perform their duties effectively. Key staff members possess relevant qualifications, competence, education, and training, demonstrating solid expertise and experience.
Acceptable (70%):	The personnel assigned to the project, including key staff, meet the basic requirements for suitability and competence in performing their duties. Key staff members possess general qualifications and competence, education, and training relevant to their roles, meeting the minimum expectations.
Some reservations (50%):	The personnel assigned to the project, including key staff, demonstrate some suitability and competence in performing their duties, but notable deficiencies are present. Key staff members may lack certain qualifications, competence, education, or training, raising concerns about their ability to effectively fulfill their roles.
Serious reservations (20%):	The personnel assigned to the project, including key staff, exhibit significant deficiencies in suitability and competence to perform their duties. Key staff members lack essential qualifications, competence, education, or training, indicating a lack of expertise or experience relevant to their roles.
Unacceptable (0%):	The personnel assigned to the project, including key staff, are unsuitable and incompetent to perform their duties effectively. Key staff members lack the necessary qualifications, competence, education, and training, demonstrating a fundamental mismatch with the requirements of their roles.

I. DETERMINATION OF THE MERIT POINT SCORE

The aggregate of the scores in each criterion must be 70% or more to pass using the following formula in equation.

Description	Weight (w)	Rating (R)
Criteria 1	35%	(Smax/Sact)
Criteria 2	40%	Sact
Criteria 3	25%	Sact

$$S_{max} = \eta (100)$$

$$S_{act} = R_1 + R_2 + R_3 + \dots + (R_n)$$

where

η = number of subcriteria

R = rating given to the criteria/subcriteria

The actual score (Sact) for each of the criteria/subcriteria is obtained by adding all the given Rating. (Smax) is the summation of maximum score per criteria

II. PASSING RATE

The specific passing rate value depends on the specific context of the project, the priorities of the Design and Build Committee, and the complexity of the requirements outlined in RA 10575. Based on the provided criteria and descriptions, the passing rate for the Merit Point Criteria (MPC) could be set at **70%**. This means that bidders must score at least 70% or higher in the evaluation process to be considered as meeting the minimum requirements for the project

- a. Pass rate per criteria will be determined using the formula:
Score = $w_1 \cdot R_1 + w_2 \cdot R_2 + w_3 \cdot R_3$
- b. A Bid or Technical Bid that failed in any of the criterias will not be considered for further evaluation
- c. Score above 70% will be considered as technically responsive. Aggregate score of less than 70% will be considered failed, and may be rejected on that basis.

Second-Step Procedure:

Only those bids that passed the above criteria shall be subjected to the second step of evaluation.

The BAC shall open the financial proposal of each "passed" bidder and shall evaluate it using non-discretionary criteria – including arithmetical Corrections for computational errors – as stated in the Bidding Documents, and thus determine the correct total calculated prices. The BAC shall automatically disqualify any total calculated bid price which exceeds the ABC

9. DATA TO BE PROVIDED BY THE BUCOR

These data are for reference only and does not guarantee the Contractor that the data provided are correct, free from error, and applicable to the project at hand. The Contractor is responsible for the accuracy or applicability of any data that he will use in his design– build proposal and services.

Sample Data for Buildings:

- a. Conceptual Plans

10. DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR DURING CONTRACT IMPLEMENTATION

- a. Detailed Architectural and Engineering Plans
- b. Design Analysis
- c. Survey Data
- d. Quantity Calculation
- e. Detailed Geotechnical Investigation Report
- f. Design Report.
- g. As-Built Plans, (Printed including CAD Files and BIM files (LOD 500))
- h. Other relevant documents

11. DESIGN AND BUILD PERIOD

The Winning Bidder shall commence actual works upon the issuance by the BUCOR of the Notice to Proceed (NTP).

The Winning Bidder shall complete the DAED and submit within the ninety (90) calendar days (CDs) period to the BUCOR for review and approval. The contractor shall complete the construction of the building within 365 CDs for the total contract duration of 455 CDs.

CONFORME:

Name of Company in Print

Signature Over Printed Name of Authorized Representative/Date

Section VII. Drawings

The Conceptual Drawings should be attached to this section or annexed in a separate folder as part of the first envelope (Technical Component Envelope).

Preliminary Conceptual Architectural Design Plans in accordance with the degree of details specified by the procuring entity:

at suitable scale on high quality A3 blue print paper /digital print minimum size)

1. Location plan/vicinity map
2. Perspective
3. Floor plans
4. Front view elevation
5. Rear view elevation
6. Left side view elevation
7. Right side view elevation
8. Longitudinal section
9. Transverse section

Section VIII. Bill of Quantities

The Bill of Quantities should be attached to this section as part of the second envelope (Financial Component Envelope).

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (d) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** original copy of Notarized Bid Securing Declaration; **and**
- (f) Project Requirements, which shall include the following:
- a. Organizational chart for the contract to be bid;
- b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
- c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate or Board Resolution/Partnership Resolution in case of a corporation, partnership, or cooperative; or Original Notarized Special Power of Attorney in case of Sole Proprietorship 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. **and**
- (h) Conformity with the Technical Specifications (Scope of Work); **and**
- (i) **Preliminary Conceptual Architectural Design Plans in accordance degree of details specified by the procuring entity:** (at suitable scale quality A3 blue print paper /digital print minimum size)

10. Location plan/vicinity map

11. Perspective
12. Floor plans
13. Front view elevation
14. Rear view elevation
15. Left side view elevation
16. Right side view elevation
17. Longitudinal section
18. Transverse section

(j) Design and Construction Method **and**

(k) Value Engineering Analysis of the design and construction Method.
and

Financial Documents

(l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) at least equal to the ABC. **and**

Class "B" Documents

(m) JV bidders shall submit a JVA in accordance with R.A. 4566 and its IRR.

Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of this IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

(o) Original of duly signed Bid Prices in the Bill of Quantities; **and**

(p) 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**

(q) Cash Flow and Payment schedule.

Bidding Form

COMPANY LETTERHEAD

Statement of ongoing government & private contracts

***Design and Build of Bureau of Corrections Regional Prison Facility at Davao
Prison and Penal Farm 2024***

Statement of all its ongoing government and or private contracts including contracts awarded but not yet started, if any whether similar or not similar in nature.

Name of Contract	Date of contract	Contract Duration	Owner's Name and Address	Nature of work	contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation	total contract value at award	date of completion or estimated completion time	value of outstanding works

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

Statement of Single Largest Completed Contract

***Design and Build of Bureau of Corrections Regional Prison Facility at Davao
Prison and Penal Farm 2024***

Statement of Single (1) Largest Completed Contract of Similar in nature within the last six (6) years from the date of submission and receipt of bids amounting to at least fifty percent (50%) of the Approved Budget of the Contract (ABC)

Name of Contract	Date of contract	Contract Duration	Owner's Name and Address	Nature of work	contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation	total contract value at award	date of completion or estimated completion time

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

***Design and Build of Bureau of Corrections Regional Prison Facility at Davao
Prison and Penal Farm 2024***

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

x-----x

BID SECURING DECLARATION
Invitation to Bid: *[Insert Reference number]*

To: **Bureau of Corrections**

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 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 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;
 - (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'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

COMPANY LETTERHEAD
Omnibus Sworn Statement
*Design and Build of Bureau of Corrections Regional Prison Facility at Davao
Prison and Penal Farm 2024*

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 **Design and Build of Bureau of Corrections Regional Prison Facility at Davao Prison and Penal Farm 2024** of the **Bureau of Corrections**, 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 **Design and Build of Bureau of Corrections Regional Prison Facility at Davao Prison and Penal Farm 2024** of the **Bureau of Corrections**, 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 ***Design and Build of Bureau of Corrections Regional Prison Facility at Davao Prison and Penal Farm 2024.***

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 ___, 2024 at _____, Philippines.

Bidder's Representative/Authorized Signatory
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

COMPANY LETTERHEAD

Certificate of Net Financial Contracting Capacity

***Design and Build of Bureau of Corrections Regional Prison Facility at Davao
Prison and Penal Farm 2024***

(Please show figures at how you arrived at the NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is _____ (P_____) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows: (Please show computation of NFCC)

$$\text{NFCC} = (\text{CA} - \text{CL}) (15) - \text{C}$$

Where:

CA = Current Assets

CL = Current Liabilities

C = value of all outstanding or uncompleted portions of the
Projects under going contracts, including awarded contracts
Yet to be started coinciding with the contract for this Project

NOTE:

The values of the bidder's current assets and current liabilities shall be based on the Audited Financial Statement submitted to the BIR.

Issued this _____ day of _____, 2024

Name & Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

Bid Form

Date: _____

IB N^o: _____

To **Bids and Awards committee**
Bureau of Corrections
NBP Reservation Muntinlupa City

We, the undersigned, declare that:

(a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract **Design and Build of Bureau of Corrections Regional Prison Facility at Davao Prison and Penal Farm 2024**;

(b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is:
_____ ₱ _____;

The discounts offered and the methodology for their application are: *[insert information]*;

(c) Our Bid shall be valid for a period of 120 calendar days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) 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;

(e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries;

(f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;

(h) 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

(i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

- (j) **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 Design and Build of Bureau of Corrections Regional Prison Facility at Davao Prison and Penal Farm 2024 of the Bureau of Corrections.**
- (k) **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: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Republic of the Philippines



Government Procurement Policy Board