





Central Portal for Philippine Government Procurement Oppurtunities

Philippine Government Electronic Procurement System

Bid Notice Abstract

Invitation to Bid (ITB)

Reference Number

10243550

Procuring Entity

CARLOS HILADO MEMORIAL STATE UNIVERSITY

Title

Construction of Training Center Building at Jesus Fermin Campus

Area of Delivery

Negros Occidental

Solicitation Number:	CHMSU 24-003-1019-I	Status	Pending
Trade Agreement:	Implementing Rules and Regulations		
Procurement Mode:	Public Bidding	Associated Components	8
Classification:	Civil Works		
Category:	Construction Projects	Bid Supplements	0
Approved Budget for the Contract:	PHP 15,000,000.00		
Delivery Period:	330 Day/s	Document Request List	0
Client Agency:			
		Date Published	20/10/2023
Contact Person:	Ma. Lorena Fernandez Jugos		
	Administrative Assistant II Mabini Street, Brgy Zone 1 Talisay City Negros Occidental	Last Updated / Time	19/10/2023 18:44 PM
	Philippines 6115 63-34-7120005 Ext.142 63-939-9296624 bac.sec@chmsu.edu.ph	Closing Date / Time	14/11/2023 08:30 AM

Description

CARLOS HILADO MEMORIAL STATE UNIVERSITY BIDS AND AWARDS COMMITTEE TALISAY CITY, NEGROS OCCIDENTAL

INVITATION TO BID FOR THE CONSTRUCTION OF TRAINING CENTER BUILDING AT JESUS FERMIN CAMPUS CHMSU 24-003-1019-I

- 1. The Carlos Hilado Memorial State University, through the Corporate Budget for the Contract of 2024 approved by the governing Board (MDS), intends to apply the sum of FIFTEEN MILLION PESOS & 00/100 (Php 15,000,000.00) ONLY being the Approved Budget for the Contract (ABC) to payments under the contract for the CONSTRUCTION OF TRAINING CENTER BUILDING AT JESUS FERMIN CAMPUS. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Carlos Hilado Memorial State University now invites bids for the above Procurement Project. Completion of the Works is required within Three Hundred Thirty (330) calendar days upon receipt of Notice to Proceed. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using the non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Interested bidders may obtain further information from CARLOS HILADO MEMORIAL STATE UNIVERSITY and inspect the Bidding Documents at the address given below from 8:00 A.M. to 5:00 P.M.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on October 20 November 14, 2023 (8:00A.M.) from given address and website/s below and upon payment of the applicable fee for the Bidding

Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty-Five Thousand Pesos (Php 25,000.00) Only. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

- 6. The CHMSU will hold a Pre-Bid conference on 9:30 A.M., October 27, 2023 at Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental and or through video conferencing or webcasting via Zoom Meeting with ID No. 797 389 7583, Meeting Password 102723, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address as indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before 8:30 A.M., November 14, 2023. Late bids shall not be accepted.

Bids may be submitted through electronic mail to bac.sec@chmsu.edu.ph provided that the bidding documents are compressed into two (2) separate archived folders (zip or rar format) and which each folder shall be labelled as "First Envelope_Name of Company_Project Reference Number" and "Second Envelope_Name of Company_Project Reference Number" and each is uniquely password-protected;

Bidders must submit the printed copies (Original, Copy 1 and Copy 2) of their bidding documents within 3 calendar days from bid opening.

- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB
- 9. Bid opening shall be on 9:00 A.M., November 14, 2023 at the Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental and/or through Zoom Meeting ID No. 797 389 7583, Meeting Password 111423. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The Carlos Hilado Memorial State University 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:

MISS LIGAYA E. FUENTES

Head, BAC Secretariat

Carlos Hilado Memorial State University

Bidding Room, 2/F Supply and Property Management Bldg.

Brgy. Zone 1, Mabini St.,

Talisay City, Negros Occidental

Email Add.: bac.sec@chmsu.edu.ph

Mobile No.: 0939-9296624 Website: chmsu.edu.ph

12. You may visit the following websites:

For downloading of Bidding Documents: chmsu.edu.ph

For online bid submission: bac.sec@chmsu.edu.ph

ANDREW EUSEBIO S. TAN, Ph.D.

BAC Chairperson

Line Items

	Item No.	Product/Service Name	Description	Quantity	MON	Budget (PHP)
-	1	ONE (1) LOT	Construction of Training Center Building at Jesus Fermin Campus	1	Lot	15,000,000.00
-	Pre-bid Confe	erence			hoogaman, oxolon	

Date Time Venue

27/10/2023 9:30:00 AM

Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental and or through video conferencing or webcasting via Zoom Meeting with ID No. 797 389 7583, Meeting Password 102723

Created by

Rowena De la Vida Prado

Date Created

19/10/2023

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Carlos Hilado Memorial State University

Alijis Campus • Binalbagan Campus • Fortune Towne Campus • Talisay (Main) Campus • MANAGEMENT OFFICE

A leading GREEN institution of higher learning in the global community by 2030

Bids and Award

BY: Set ontonin

MEMORIAL MANAGEMA

INVITATION TO BID

FOR THE CONSTRUCTION OF TRAINING CENTER BUILDING AT JESUS FERMIN CAMPUS CHMSU 24-003-1019-I

- 1. The Carlos Hilado Memorial State University, through the Corporate Budget for the Contract of 2024 approved by the governing Board (MDS), intends to apply the sum of FIFTEEN MILLION PESOS & 00/100 (Php 15,000,000,000) ONLY being the Approved Budget for the Contract (ABC) to payments under the contract for the CONSTRUCTION OF TRAINING CENTER BUILDING AT JESUS FERMIN CAMPUS. Bids received in excess of the ABC shall be automatically rejected at bid opening.
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- Bidding will be conducted through open competitive bidding procedures using the non-discretionary "pass/fail" 3. criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
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Bidders must submit the printed copies (Original, Copy 1 and Copy 2) of their bidding documents within 3 calendar days from bid opening.

- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 16.
- 9. Bid opening shall be on 9:00 A.M., November 14, 2023 at the Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental and/or through Zoom Meeting ID No. 797 389 7583, Meeting Password 111423. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
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1 bac.sec@chmsc.edu.ph

(034) 712 0005 local 142

chmsc.edu.ph

COMMISSION ON AUDIT

2 0 2023



Carlos Hilado Memorial State University

Alijis Campus · Binalbagan Campus · Fortune Towne Campus · Talisay (Main) Campus A leading GREEN institution of higher learning in the global community by 2030

Bids and Awards Committee

11. For further information, please refer to:

MISS LIGAYA E. FUENTES Head, BAC Secretariat Carlos Hilado Memorial State University Bidding Room, 2/F Supply and Property Management Bldg. Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental Email Add.: bac.sec@chmsu.edu.ph

Mobile No.: 0939-9296624 Website: chmsu.edu.ph

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For downloading of Bidding Documents: chmsu.edu.ph

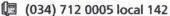
For online bid submission: bac.sec@chmsu.edu.ph

















Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, CARLOS HILADO MEMORIAL STATE UNIVERSITY invites Bids for the CONSTRUCTION OF TRAINING CENTER BUILDING AT JESUS FERMIN CAMPUS, with Project Identification Number CHMSU 24-003-1019-I.

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2024 in the amount of *FIFTEEN MILLION PESOS & 00/100 (PHP 15,000,000,000) ONLY*.
- 2.2. The source of funding is:
 - a. NGA, the National Expenditure Program.

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 allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
- 7.1. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. 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 Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental or through Zoom Meeting ID No. 797 389 7583 Meeting Password 102723 as indicated in paragraph 6 of the IB.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. Bid and Payment Currencies

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

7. 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 March 13, 2024 (120 calendar days upon the date of bid opening). Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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**.

13. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

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

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

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

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

Bid Data Sheet

ITB Clause			
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: 1. Design and Build for vertical structures		
7.1	Subcontracting is not allowed		
10.3	Minimum PCAB Registration/ PCAB License		
10.4	following:	ce requirements for Design k	
	Key Personnel	General Experience	Relevant Experience (years)
	Licensed Architect	Registered Architect	3
	2. Structural Engineer	Registered Civil Engine	er 3
	Professional Mechanical Engineer Professional Electrical	Registered Professiona Mechanical Engineer	
	Engineer	Registered Professiona Electrical Engineer	ıl 3
	5. Master Plumber6. Professional Electronics	Registered Master Plumber	3
	Engineer	Registered Professiona Electronics Engineer	
	The construction key person experience set below: Key Personnel Daily required site personnel	nnel must meet the required General Qualification	Relevant Experience(years
	personner	Registered Civil	
	Project Manager	Engineer/Architect	5
	 Project Manager Project Engineer 		5 3
		Engineer/Architect	
	2. Project Engineer	Engineer/Architect Registered Civil Engineer	3

10.5	The minimum major equipment requirements are the following:
	Equipment Capacity Number of Units
	Service Vehicle 1
	One Bagger Mixer 1
	Welding Machine
	Plate Compactor 1
	Walk behind 1
	Hand Drill 5
	Cut off Machine 2
	Rebar bender 2
	Grinder 2
	Jack Hammer 2
	Concrete Stick Vibrator 4
	Backhoe 1
	Dump Truck 1
	Water Pump (2 hp) 3
	Boom Truck 1
	Generator Set 1
	Power washer 1
	Power Trowel 1
12	The Approved Budget for the Contract (ABC) is FIFTEEN MILLION PESOS & 00/100 (PhP 15,000,000.00) ONLY. Any bid with a financial component exceeding this amount shall not be accepted.
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:
	a. The amount of not less than PhP 300,000.00 (2% of ABC) , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;
	b. The amount of not less than PhP 750,000.00 (5% of ABC) if bid security is in Surety Bond.
19.2	Partial bids are not allowed.
20	No further Instructions.
21	Additional contract documents relevant to the Project:
	 Construction Schedule/GANTT Chart (MS Project Format) & S-curve Manpower Schedule Construction Methods Equipment Utilization Schedule Construction Safety and Health Program (approved by the DOLE) PERT/CPM Statement of Cash Flow & Payment Schedule Soft Copy of all submitted documents in PDF File (Submit in USB Flash Drive)

4 . . .

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

- 4.1. 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.
- 4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the SCC.
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
2	The Intended Completion Date is
	330 calendar days upon receipt of the Notice to Proceed
	Breakdown of 330 calendar days are as follows:
	60 days for design and building permit processing.
	270 days for actual construction with 30 days included for unfavorable weather condition.
	NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.
4.1	The CHMSU shall give possession of all parts of the Site to the Contractor upon receipt of Notice to Proceed by the latter.
6	The site investigation reports are:
	Soil bearing capacity test.
7.2	In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power
	plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years
8	The Contractor shall employ the following Designers during the Design Phase as stated in the BDS.
	 Licensed Architect Structural Engineer Professional Mechanical Engineer Professional Electrical Engineer Master Plumber Professional Electronics Engineer
	The Contractor shall employ the following Key Personnel during construction as stated in the BDS.
	Project Manager Project Engineer Construction Safety and Health personnel Materials Engineer

- 5. Electrical Engineer
- 6. Mechanical Engineer
- 7. Foreman

The contractor must ensure that nominated and duly approved key personnel and designer will not be demobilized from the project unless replacement is duly evaluated and approved.

The non-availability of the following key personnel from the project site will be subject to penalty/deduction from the next billing:

No.	Key Personnel	Amount of Deduction per Day of Non- appearance
1.	Project Manager	P 1000.00
2.	Project Engineer	P800.00
3.	Electrical Engineer	P800.00
4.	Mechanical Engineer	P800.00
5.	Construction Safety & Health Personnel	P700.00
6.	Foreman	P500.00

The following condition will be ground for withholding of payment for the next billing.

- 1. Poor supervision and inaction of the concerned contractor to the items and points included on Site Observation Reports (SOR's), Official Letters and other form of instructions and reports related to any observed non-conformity and non-compliance to the relevant clauses of the contract and the technical specifications P500/ point.
- Prescribed (PPE's) Personal Protective Equipment
 3.a No safety hats P500/worker/day of occurrence
 3.b No safety shoes P500/worker/day of occurrence
 3.c Non- availability or improper use of the body harness and other life-saving equipment on site P500/worker/day of occurrence.
 3.d. Non wearing of face mask P500/worker/day of
- 3. Non-conformance to the Construction Safety Guidelines for the implementation of all DPWH Infrastructure Projects
 During the COVID-19 Public Health Crisis (DPWH DO. 35 s.2020) P2,500/day of occurrence.

occurrence.

	 Non-conformance to school guidelines especially the non- smoking policy – P500/day of occurrence.
	5. Implementation of critical works without permit such as concrete pouring, installation of devices, wires and conduits without prior samples and approval and other forms of work – Php5,000.00/point.
	6. Non-submission of reports such as but not limited to, the Daily Reports and Look Ahead Schedules— Php. 500.00/day of occurrence and delay.
	 Non-submission of brochures and samples of materials prior to installation at site and installation of unapproved materials – Php. 5,000/point.
	8. Non-availability of pledged equipment and manpower at site. - Php. 500.00/day of occurrence.
	9. Non-Compliance to the college rules and regulations especially on the non-smoking policy – P500.00/occurrence.
	The contractor should show proof of remittances to SSS, BIR, PhilHealth and other governmental agencies for any or all of the deductions being imposed from the its personnel.
10	a. No day works are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 7 days of delivery of the Notice of Award.
11.2	The period of Program of Work updates is every fifteen (15) days.
	The amount to be withheld for late submission of an updated Program of Work is FIFTEEN THOUSAND PESOS (Php15,000.00) only. Other relevant rules and regulations as well as communication protocol shall be discussed during the pre-bid conference and shall form part of the contract. Copy of which given to the contractor on the date for the conduct of the pre-construction conference.
13	The amount of the advance payment is
	8% - upon the submission to and acceptance by the procuring entity 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 procuring entity.

	7% - After submission to procuring entity the documents as proof of mobilization.
	The full mobilization fund shall be recouped from the regular billing of the contractor up to and until 80% of the contract amount are paid to the contractor.
14	Equipment delivered on the site but not completely put in place may include in the progress billing provided that the equipment satisfactorily meet the provided technical specifications and drawings. Furthermore the delivered equipment that is not fully in place can be billed at a maximum of 65%. The remaining 35% will billed after the installation and testing and commissioning of the said equipment.
	The contractor is responsible for all equipment and materials that is not completely put in place. All equipment that is delivered on the site will be fully accepted after the testing and commissioning and turn-over of the building. This clause does not relieve the contractor form its responsibility and obligation on the one (1) year defects liability period.
15.1	The date by which operating and maintenance manuals are required during the commissioning of each of the equipment to be installed by the contractor.
	The date by which "as built" drawings are required will be before the processing of the occupancy permit or fifteen (15) calendar days from the final handing over whichever comes earlier.
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 TWENTY-FIVE THOUSAND PESOS (Php25,000.00) ONLY for each requirement.

PROJECT TITLE: CONSTRUCTION OF TRAINING CENTER (PHASE 1) AT CHMSU JESUS FERMIN CAMPUS

TECHNICAL SPECIFICATIONS PART I

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ARTICLE 1 SCOPE OF WORK

The Design/Build Contractor has overall responsibility for and shall provide complete Pre-Construction Phase Services and Construction Phase Services and furnish all design services, materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Procuring Entity's requirements and the terms of this Agreement.

ARTICLE 2 CONTRACT DOCUMENTS

The Contract Documents form the entire and integrated Contract between Design/Build Contractor and supersede all prior negotiations, representations or agreements, written or oral. The Contract Documents consist of:

2.1 This Agreement and all attachments hereto;

- 2.2 The Technical Specifications for Building Construction Contracts for Carlos Hilado Memorial State University;
- 2.3 Special Conditions of the Contract prepared by the Procuring Entity;
- 2.4 The Procuring Entity's Design Guidelines;
- 2.5 The Campus Master Plan;
- 2.6 All Addenda issued prior to the Effective Date of this Agreement;
- 2.7 The Subcontracting Plan for Design Phase Services;
- 2.8 The Subcontracting Plan for Construction Phase Services when accepted by the Procuring Entity;
- 2.9 All Additional Services Proposals when accepted by the Procuring Entity;
- 2.10 All Change Orders issued after the Effective Date of this Agreement;
- 2.11 The Drawings and Specifications developed by Design/Build Contractor and accepted by Procuring Entity;
- 2.12 The Drawings and Specifications developed or prepared by Procuring Entity's PPDM and
- 2.13 Any other documents listed in this Agreement.

ARTICLE 3 DEFINITIONS

The terms, words and phrases used in the Contract Documents shall have the meanings given in the General Conditions of Contract Conditions and as follows.

- 3.1 "PROCURING ENTITY" means Carlos Hilado Memorial State University.
- 3.2 "CONTRACT VALUE" means the maximum monetary amount payable to the Design/Build Contractor for all Construction Phase services, materials, labor and other work required for completion of the Work in accordance with the Contract Documents. The CONTRACT VALUE includes, without limitation, the General Conditions Costs, the Cost of the Work, the Construction Phase Fee and the Design/Build Contractor's Contingency.
- 3.3 "Construction Services" means the implementation and execution of the construction work required by the Contract Documents. The construction phase of the Project may be divided into different stages, each with different start and completion dates.
- 3.4 "Contract Sum" means the total amount of all compensation payable to the Design/Build Contractor for the Project Any costs that exceed the Contract Sum shall be borne solely by Design/Build Contractor without reimbursement by Procuring Entity.
- 3.5 "PPDM Engineers" means any licensed professionals engaged by Procuring Entity as independent consultants for the Project Improvements. The PPDM Engineers shall act as the Procuring Entity's representative during the implementation of the project. The Design/Build Contractor shall be informed in writing of the composition of the PPDM Engineers.
- 3.6 "**Design Services**" means all professional services required to fulfill the Pre-Construction Phase and Additional design obligations of this Agreement, including, but not limited to, programming, schematic design, design development and construction documents.
- 3.7 "Direct Construction Cost" means the sum of the amounts that the Design/Build Contractor actually and necessarily incurs for General Conditions Costs, Cost of the Work and Design/Build Contractor's Contingency during the Construction Phase as allowed by this Agreement. Direct Construction Cost does not include Pre-Construction Phase Services Fees or Construction Phase Fees.

- 3.8 "Direct Salary Expense" or "DSE" means the actual gross salary, expressed on an hourly wage basis, of Design/Build Contractor's and Project Architect's employees and consultants directly engaged on the Project. For DSE purposes, Project Architect's employees includes, but is not limited to, architects, officers, principals, engineers, designers, job captains, draftspersons, and specifications writers, who are performing consultation, research or design, or who are producing drawings, specifications, plans, or other documents pertaining to the Project, or who are performing services that are directly attributable to and necessary for the Project.
- 3.9 "Estimated Construction Cost" means the total cost of all elements of the project, including, without limitation, all alternates, allowances and contingencies, designed and specified by the Design/Build Contractor. The Estimated Construction Cost shall include, at current market rates with a reasonable allowance for overhead, profit and price escalation, the cost of labor and materials furnished by the Procuring Entity and any equipment which has been shown in the plans, specified, and specially provided for by the Design/Build Contractor. Estimated Construction Cost does not include Design Phase Fees. Estimated Construction Cost does not include the cost of the land, rights-of-way, or any costs that are the responsibility of the Procuring Entity.
- 3.10 "General Conditions Costs" means costs incurred and minor work performed on the jobsite by the Design/Build Contractor without the need for competitive bids/proposals. The allowable General Conditions items are further described in the Agreement and limited by attached exhibit.
- 3.11 "Standards and Standard Specifications" means the construction and design requirements and standards of Carlos Hilado Memorial State University Office of Facilities Planning and Construction, and various building and life safety codes as specified in the Procuring Entity's Design Guidelines which are incorporated by reference.
- 3.12 "Subcontractor" means a person or entity who has an agreement with the Design/Build Contractor to perform any portion of the Work. The term Subcontractor does not include the any person or entity hired directly by the Procuring Entity.
- 3.13 "Total Project Cost" or "TPC" means the total budget established for the Project by the Board of Trustees of Carlos Hilado Memorial State University at the end of the design development phase (subject to subsequent modification by Procuring Entity), which includes but is not limited to professional services costs, Design/Build Contractor's costs, the costs of the General Conditions items, furniture, fixtures and equipment costs, landscaping costs, moving costs, and other miscellaneous costs.
- 3.14 "Work" means the provision of all services, labor, materials, supplies, and equipment which are required or reasonably inferable to complete the Project in strict accordance with the requirements of the Contract Documents. Work includes, but is not limited to, the Pre-Construction Phase Services, Design Services, the GMP proposal, the Construction Phase Services, and any Additional Services and other services required. The term "reasonably inferable" takes into consideration the understanding of the parties that not every detail will be shown on the Drawings and included in the Specifications.

ARTICLE 4 DESIGN/BUILD CONTRACTOR'S GENERAL RESPONSIBILITIES

- 4.1 Design/Build Contractor shall perform all services specifically allocated to it by the Contract Documents as well as those services reasonably inferable from the Contract Documents as necessary for completion of the Work and the Project. Design/Build Contractor agrees to perform these services using its best efforts, skills, judgments and abilities.
 - 4.1.1 The Design/Build Contractor shall hire a design firm to implement the design requirements for the complete building structure including but not limited to all disciplines (i.e. structural, architectural, electrical, mechanical, plumbing, fire protection, fire detection and alarm, electronic and auxiliary systems). The hiring of the said design firm shall be covered by a notarized MOA between the design/build contractor and the design firm.
 - 4.1.2 The construction scope of the Design/Build Contractor shall cover items awarded through this contract. The succeeding construction phases will be covered by separate contracts.
 - 4.1.3 The design firm will responsible for the design phases of the projects specifically on the following:
 - 4.1.3.1 Design of all components
 - 4.1.3.2 Preparation of plans
 - 4.1.3.3 Sign and seal of all plans and documents
 - 4.1.3.4 Attendance to all coordination meetings, site inspections and other essential consultancy services as and when required during the implementation of all phases of the entire project.
- 4.2 Design/Build Contractor shall coordinate with the PPDM Engineers and endeavor to further the interests of the Procuring Entity and the Project. Design/Build Contractor shall furnish Pre-Construction Phase Services and Construction Phase Services and complete the Project in an expeditious and economical manner consistent with the interests of the Procuring Entity and in accordance with the Project Schedule.
- 4.3 Within three (3) days of receipt of the Notice to Proceed with Pre-Construction Phase Services, the Design/Build Contractor shall submit for the Procuring Entity's review and acceptance a CPM Milestone Schedule in accordance with the Project Planning and Scheduling requirements of the Procuring Entity's Specifications. The CPM Milestone Schedule shall encompass the entire Project duration, including performance of the both the Pre-Construction Phase Services and the Construction Phase Services with sufficient total Project float to allow for a minimum of Construction Phase float as specified.
- 4.4 The CPM Milestone Schedule for the Pre-Construction Phase of the Project shall include reasonable amounts of time for the Procuring Entity's review and approval of design drawings and specifications and for approval of authorities having jurisdiction over the Project.
- 4.5 Upon acceptance of the CPM Milestone Schedule, it shall become the baseline for evaluating performance of the Project and Design/Build Contractor shall monitor the progress of the Project in relation to the CPM Milestone Schedule and provide the Procuring Entity with at least weekly updates and status reports as outlined in the Procuring Entity's Specifications. The time periods established in the CPM Milestone Schedule for the Pre-Construction Phase and the Construction Phase and the overall duration of the Project shall not be changed without written consent from the Procuring Entity. Modifications to the CPM Milestone Schedule logic, coding,

layouts and filters, detail, and activity durations shall be in accordance with the Procuring Entity's Specifications.

- 4.6 Design/Build Contractor shall designate representative preferably an architect or a civil engineer authorized to act on the Design/Build Contractor's behalf with respect to the Project.
- 4.7 Design/Build Contractor shall establish procedures for communication and coordination among the Subcontractors, separate contractors, and others with respect to all aspects of the construction of the Project, and implement such procedures.
- 4.8 Design/Build Contractor shall establish and maintain a numbering and tracking system for all Project records, including changes, requests for information, submittals, and supplementary instructions and shall provide updated records at each Procuring Entity's meeting and when requested.
- 4.9 Fast Track/Multiple Completion Times. If the Procuring Entity elects to "fast-track" or develop the Project in multiple stages, Design/Build Contractor shall organize and perform its services as appropriate to each stage. Each stage of the Project may have a unique schedule for completion and a specific CONTRACT VALUE, at Procuring Entity's discretion.
- 4.10 Design/Build Contractor shall identify to the PPDM Engineers the employees and other personnel that it will assign to the Project. Design/Build Contractor shall also identify any consultants that will be performing services for the Project. After execution of this Agreement by the Procuring Entity, Design/Build Contractor shall not remove or replace the persons or entities assigned to the Project except with the Procuring Entity's written consent, which consent shall not be unreasonably withheld. Design/Build Contractor shall not assign to the Project or contract with any person or entity to which Procuring Entity has a reasonable objection. Design/Build Contractor shall promptly update the list of persons and consultants if they change during the course of the Project.

ARTICLE 5 PRE-CONSTRUCTION PHASE

The Pre-Construction Phase shall be deemed to commence upon the date specified in a Notice to Proceed with Pre-Construction Phase Services issued by Procuring Entity and shall continue through completion of the Construction Documents and procurement of all major Subcontractor agreements. Design/Build Contractor is not entitled to reimbursement for any costs incurred for Pre-Construction Phase Services performed before issuance of the Notice to Proceed. Pre-Construction Phase Services may overlap Construction Phase Services. The Design/Build Contractor shall perform the following Pre-Construction Phase Services.

5.1 PRE-CONSTRUCTION SERVICES

5.1.1 General Coordination

- 5.1.1.1 The Design/Build Contractor's Pre-Construction Phase Services team shall attend PPDM Engineers meetings with the Procuring Entity, the Procuring Entity's representatives, and the Design/Build Contractor at regularly scheduled intervals throughout the Pre-Construction Phase
- 5.1.1.2 Provide a preliminary evaluation of the Procuring Entity's Design Criteria and the CONTRACT VALUE, each in terms of the other.

- 5.1.1.3 Review and understand the standards and requirements in Procuring Entity's Specifications and perform all services in accordance with those standards and requirements.
- 5.1.1.4 Visit the site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required. The frequency and total number of such visits will be upon the discretion of the Design/Build Contractor the cost of which will be deemed included within the project cost.
- 5.1.1.5 Provide recommendations and information to the PPDM Engineers on: site usage and site improvements; building systems, equipment and construction feasibility; selection and availability of materials and labor; time requirements for installation and construction; assignment of responsibilities for safety precautions and programs; temporary Project facilities; equipment, materials and services for common use of the Design/Build Contractor and Procuring Entity's separate contractors, if any; cost factors, including costs of alternative materials or designs, preliminary budgets, and possible cost savings; recognizing and tracking the resolution of conflicts in the proposed Drawings and Specifications; methods of delivery of materials, systems, and equipment; and any other matters necessary to accomplish the Project in accordance with the Project Schedule (as defined herein) and the CONTRACT VALUE.
- 5.1.1.6 Select and direct the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop additional information for the design or construction of the Project.

5.1.2 Constructability Program

- 5.1.2.1 Implement and conduct a constructability program to identify and document Project cost and schedule savings opportunities. The constructability program shall follow accepted industry. Whenever the term "value engineering" is used in conjunction with this Agreement or the Project, it has its commonly accepted meaning within the construction industry and does not imply the practice of professional engineering without a license. If any value engineering activities constitute the professional practice of engineering, then such activities shall be performed by a licensed engineer.
- 5.1.2.2 Prepare a "Request for Information" that identifies items that, in the Design/Build Contractor's opinion, may negatively impact construction of the Project. The RFI shall address the overall coordination of Project Drawings, Specifications, and details and identify discrepancies that may generate Change Orders or claims once Project construction commences. The RFI shall be updated at least monthly during the Pre-Construction Phase.
- 5.1.2.3 Provide and implement a system for tracking questions, resolutions, decisions, directions and other information matters that arise during the development of the Drawings and Specifications for the Project. The decision tracking system shall be in a format approved by the Procuring Entity and updated at least bi-monthly during the Pre-Construction Phase.

5.1.3 Budget and Cost Consultation

5.1.3.1 The Design/Build Contractor shall prepare and update all procurement and construction cost estimates and distributing them to the PPDM Engineers throughout the duration of the Project.

- 5.1.3.2 Provide Estimated Construction Cost (ECC) reports at the required stages of completion of the schematic design, design development, and construction document stages of the Project. The Estimated Construction Cost reports for the design development and construction document stages shall be detailed estimates derived from cost quantity surveys based on unit prices for labor, materials, overhead and profit for each portion of the Work.
- 5.1.3.3 Provide continuous cost consultation services throughout the duration of the Project, including identification and tracking of decisions that affect the scope or quality of the Project and providing ongoing updates of their cost and budget impact.
- 5.1.3.4 Advise the PPDM Engineers immediately if the Design/Build Contractor has reason to believe that the most current ECC will exceed the CONTRACT VALUE or not meet Schedule requirements and recommend reasonable strategies for bringing the Project in line with the CONTRACT VALUE and the Schedule.

5.1.4 Coordination of Design and Construction Contract Documents

- 5.1.4.1 Review all Drawings, Specifications, and other Construction Documents as they are developed during the schematic design, design development, and construction document design stages of the Project.
- 5.1.4.2 Consult with the PPDM Engineers on the selection of materials, equipment, component systems, and types of construction used on the Project. Advise the PPDM Engineers on site use, construction feasibility, availability of labor and materials, procurement time requirements, and construction coordination.
- 5.1.4.3 Advice the PPDM Engineers of any error, inconsistency or omission discovered in the Drawings, Specifications, and other Construction Documents.
- 5.1.4.4 Advise Procuring Entity / PPDM Engineers on reasonable adjustments in the Project scope, quality or other options for keeping the Project cost within the CONTRACT VALUE.
- 5.1.4.5 Review the Construction Documents for compliance with all applicable laws, rules and regulations of RA 9184 and with CHMSU System requirements.

5.1.5 Construction Planning and Bid Package Strategy

- 5.1.5.1 Identify equipment or material requiring extended delivery times and advise Procuring Entity on expedited procurement of those items. Advise Procuring Entity and/or the PPDM Engineers on the preparation of performance specifications and requests for technical proposals for the procurement and installation of systems and components and for the procurement of long lead items. If requested by Procuring Entity, and subject to Procuring Entity's prior approval, issue requests for technical proposals to qualified sources and receive proposals and assist in their evaluation.
- 5.1.5.2 Advise PPDM Engineers of any tests to be performed, and nominate in selecting testing laboratories and consultants, without assuming direct responsibility for the work of such laboratories and consultants. The PPDM Engineers however, will approve the testing center from the list nominated by the Design/Build Contractor.

5.1.5.3 Provide an analysis of the types and quantities of labor required for the Project and review the appropriate categories of labor required for critical phases or Stages. Make recommendations that minimize adverse effects of labor shortages.

5.1.6 Safety

- 5.1.6.1 In accordance with Procuring Entity's General Conditions of Contract Conditions, Design/Build Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the Occupational Safety and Health Standards, as amended 1989 and all other applicable national and local laws and regulations and with the requirements of a Procuring Entity controlled insurance program, if any.
- 5.1.6.2 Design/Build Contractor shall provide recommendations and information to Procuring Entity and PPDM Engineers regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities, and equipment, materials, and services for common use of the Subcontractors. Design/Build Contractor shall verify that appropriate safety provisions are included in the Construction Documents. The existence or creation of any Procuring Entity controlled insurance program in connection with the Work shall not lessen or reduce the Design/Build Contractor's safety responsibilities.

5.2 DESIGN SERVICES

5.2.1 General Responsibilities

- 5.2.1.1 Design/Build Contractor shall designate in writing a design coordinator preferably a licensed architect and/or a civil engineer who is responsible for the day-to-day management of the Design Services. The designated representative shall be the Procuring Entity's primary contact during the design phase of the Project and shall be available as required for the benefit of the Project and the Procuring Entity. The designated representative shall be authorized to act on behalf of and to bind the Design/Build Contractor in all matters related to Design Services. The designated representative shall not be changed without advance written approval from the Procuring Entity, which approval shall not be unreasonably withheld.
- 5.2.1.2 Design/Build Contractor shall engage the services of a Project Architect/Civil Engineer, Structural Engineer, Professional Mechanical Engineer, Professional Electrical Engineer, Professional ECE, Master Plumber, and other qualified professionals as required for performance of the Design Services. Design/Build Contractor certifies that the project architect/engineer and all other professional design engineers have been or will be selected on the basis of competence, qualifications and previous working experience on similar scope for at least three (3) years.
- 5.2.1.3 In the event that the Design/Build Contractor is not capable to perform any design services directly, he may opt to hire the services of a licensed design firm. The Design/Build Contractor shall submit not later than seven (7) calendar days from the date of the NTP the certified true copy of the notarized MOA with the design firm who shall undertake the design requirements. All drawings, specifications, change orders and other design documents shall be signed and sealed by the licensed professionals who prepared them in accordance with the applicable laws and regulations of the Philippines.
- 5.2.1.4 Project Architect/Civil Engineer shall be solely responsible for all obligations to the Design/Build Contractor and shall pay for the services of the Project Architect/Civil Engineer and

all other professional service providers out of the fees for this Agreement. However, the Procuring Entity shall be identified as an intended beneficiary in all such agreements and the Design/Build Contractor and all other professional service providers shall acknowledge that they owe a duty of professional care to the Procuring Entity for the Design Services provided for the Project. Nothing in this Agreement shall create any contractual obligation from the Procuring Entity to the Project Architect or other design professionals not hired directly by the Procuring Entity.

- 5.2.1.5 The Project Architect shall be responsible for managing the Design Services so as to insure that the Project, as designed, can be constructed for an amount that is within CONTRACT VALUE and will achieve the energy and operational savings required by the Contract. The obligation to design the Project so as to achieve the Program objectives of scope and cost shall continue through completion and acceptance of Construction Documents. Any adjustment to the scope or quality considered necessary to comply with the CONTRACT VALUE or the Program during the design phase shall be mutually agreed upon and shall be considered normal to that process.
- 5.2.1.6 The Design/Build Contractor shall submit the names of all proposed consultants for Design Services, including the Project Architect and any of its consultants, for approval by the Procuring Entity, which approval shall not be unreasonably withheld. The Design/Build Contractor shall provide the Procuring Entity with a copy of the fully executed contract or agreement authorizing services by any such consultant. All such contracts shall provide that the consultants are bound to Design/Build Contractor in the same manner and to the same extent as Design/Build Contractor is bound to Procuring Entity.
- 5.2.1.7 The Design Services shall incorporate current technology as appropriate to the stated mission of the institution and the programmed functional activities that is compatible with any existing facility and acceptable to the Procuring Entity.
- 5.2.1.8 All Design Services for the Project shall be provided in accordance with the Procuring Entity's Design Guidelines, Design Criteria, which are incorporated herein by reference, and any other criteria applicable to the facility program and the needs of the institution.
- 5.2.1.9 The Design/Build Contractor warrants to Procuring Entity the sufficiency and completeness of all Design Services performed and that all drawings, specifications, and other information furnished or provided by Design/Build Contractor shall be free from material errors and omissions. Approval or acceptance of any Design Services by Procuring Entity shall not in any way release Design/Build Contractor from any duty, responsibility or liability for such services, it being understood that Procuring Entity is at all times relying upon Design/Build Contractor's skill and knowledge in performing the Design Phase Services.
- 5.2.1.10 Procuring Entity shall have the right to reject any defective Design Services or other defective Work on the Project of which Procuring Entity becomes aware and Design/Build Contractor shall promptly correct any such defect at Design/Build Contractor's expense. Should any portion of the Project Work be damaged or defective due to an error or omission in the Design Services, including errors or omissions in any plans, drawings, specifications, and other construction document materials prepared or furnished by Design/Build Contractor, Design/Build Contractor shall promptly correct any such damage or defect at no additional cost to the Procuring Entity. Should the Design/Build Contractor refuse or neglect to correct any such damage or defect within a reasonable time after notice, Procuring Entity may cause the damage or defect to be corrected and withhold payment or collect monetary damages equal to the cost of replacing or repairing the defective Work.

- 5.2.1.11 Procuring Entity may elect, at its option, to stage or to "fast-track" construction of the Project in different stages. Such stages may or may not overlap. Design/Build Contractor shall perform Design Services in staged packages as appropriate to each stage of construction which may result in differing schedules and reviews for the completion of each design stage and for each stage of planned construction.
- 5.2.1.12 At each stage of the Design Services, Design/Build Contractor shall prepare the drawings and implement the following services as appropriate:

Architectural Scope of Works

1. Design and Plans

- 1.1 Ecological Architecture Concept
- 1.2 Introduction of Green Concepts as per provisions of the Philippine Green Building Code.
- 1.3 All laboratories should comply with the CHED, OBO and BFP requirements.
- 1.4 Damp proofing shall be provided for slab on grade, 8 mils, clear or white polyethylene sheet.
- 1.5 Laboratory space allocations shall conform to the End User's requirements.
- 1.6 All finishes and materials shall follow the **SCHEDULE OF FINISHES**, otherwise of similar quality.

2. Architectural scope of work shall include the following:

2.1 Doors and Windows

- 6.1.1 The thickness of glass shall conform to the standard thickness as specified in the Technical Specifications Part 2.
- 6.1.2 The window frames shall be made of aluminum.
- 6.1.3 Full length Jalouplus windows will be for windows at the sides and back of the building. Window sill is 40cm form the finish floor line.
- 6.1.4 Awning windows at the front façade.
- 6.1.5 The size of the door jamb shall not be less than 6 inches for the panel doors.
- 6.1.6 Panel doors shall be used for all offices, laboratories, multi-function room and toilet areas.
- 6.1.7 Fire-rated steel door shall be used for electrical room.
- 6.1.8 Lever-type door knob lockset will be used for all doors.

2.2 Soil Poisoning/ Termite Control shall be done in a reticulation system.

2.3 Floor Finishes

- 2.3.1 A combination pebble washout and 60x60 porcelain floor tiles for the ground floor and second floor hallways.
- 2.3.2 60x60 porcelain tiles will be used for offices, laboratories, multifunction room, toilets, stairs and electrical and electronics room.
- 2.3.3 Pebble washout will be used for the front and side entrance steps.

2.4 Wall Finishes

- 2.4.1 Interior Walls
 - 2.4.1.1 Painted plastered cement wall for all rooms except toilets.
 - 2.4.1.2 60x60 porcelain wall tiles for toilets.
- 2.4.2 Exterior Walls
 - 2.4.2.1 ACP (Aluminium Cladding Panel) with thickness of 6mm and steel support.
 - 2.4.2.2 Painted plastered cement wall for hallways.

2.5 Ceiling

- 2.5.1 Fiber cement board ceiling with metal joist and support for all rooms, offices, laboratories and toilets.
- 2.5.2 Clear height from finish floor line up to ceiling is 2.70m.

2.6 Masonry works

2.6.1 All masonry works shall conform to the provisions of the Philippine Building Code of the Philippines. The minimum compressive strengths are:

fc' = 350 psi (2.41 MPa) for non-loadbearing CHB fc' = 750 psi (5.17 MPa) for loadbearing CHB.

2.6.2 Mortar, plastering and reinforcements.

2.7 Fixtures and Hardware

- 2.7.1 Standard dimensions for installation of all the fixed fixtures, hardware, and other utilities shall be observed but not limited to lavatories, urinals, faucets, water closet, switches, outlets and railings.
- 2.7.2 Provide water closets, lavatories, toilet paper holder, soap holder, coat hooks, faucets and floor drains.

2.8 Painting Works

- 2.8.1 To include surface preparations and painting of exposed pipes and protrusions/mouldings; one (1) priming coat/sealer and two (2) finishing coat for:
 - 2.8.1.1 Concrete Surfaces
 - 2.8.1.2 Metal Surfaces
 - 2.8.1.3 Wood Surfaces
- 2.8.2 Painting application must be referred to the product technical data sheet.
- 2.8.3 Apply putty as needed.

2.9 Roofing and Insulation

- 2.9.1 Hi-rib long span metal roofing with double sided insulation foam 10mm thick and tie wires.
- 2.9.2 Bended accessories.

2.10 Plant Boxes and Plants

2.10.1 Proposed plants for the ground floor pant boxes will be subjected to end user's approval.

2.11 Railings

2.11.1. Schedule 20, 304 stainless steel railings for staircase, PWD ramp, and hallways.

2.12 Façade of the Building and Floor Layout

2.12.1 The façade and floor plans of the building will not be changed and will be based on the drawings provided. Any alterations from the given facade and floor plans will need an approval from the PPDM Office.

2.13 Waterproofing

2.13.1 Damp proofing shall be provided for slab on grade, 8 mils, clear or white polyethylene sheet.

2.13.2 Waterproofing for toilets, concrete gutters, ledges, canopies, planters and walls.

2.14 Specialty Works

- 2.14.1 Lighted CHMSU Logo (1.80m diameter)
- 2.14.2 Stainless Steel Building Name (TRAINING CENTER) (1ft. height)
- 2.14.3 Mirror for toilets
- 2.14.4 Directional Signage

3. The following were the minimum required plans for architectural works:

- 3.1 Site Development with schedule of plans
- 3.2 Perspective plan
- 3.3 Floor Plans
- 3.4 Right and left side elevation
- 3.5 Front and rear elevation
- 3.6 Section Details
- 3.7 Schedule of doors and windows
- 3.8 Staircase details
- 3.9 Toilet details
- 3.10 Reflected Ceiling Plans
- 3.11 Floor and wall finishes plan
- 3.12 Landscaping plan
- 3.13 ACP details
- 3.14 Laboratory details

Civil/ Structural Scope of Works

1. Structural Design and Analysis in Accordance with NSCP 2015

- 1.1 Structural Analysis and Design shall be submitted 15 days prior to commencement of construction activities.
- 1.2 The design wind loads are as per provisions of the NSCP 7th Edition, 2015.
- 1.3 The design earthquake loads are as per provisions of the NSCP 7th Edition, 2015 for Earthquake Zone 4.

2. Excavation, Backfilling, and Compaction Works

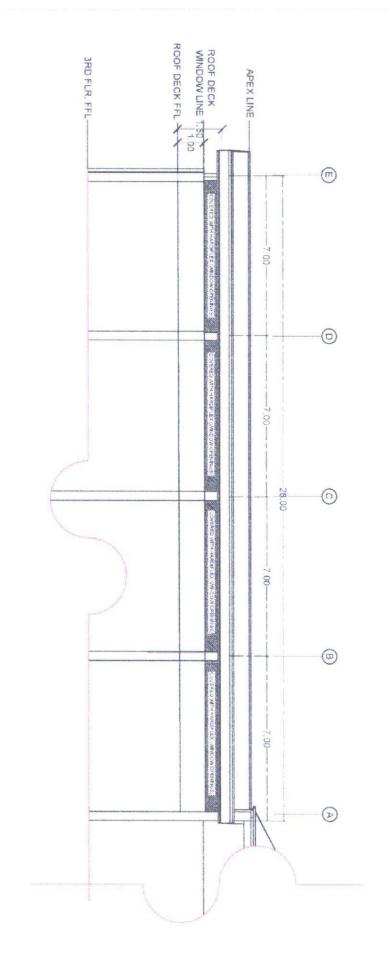
2.1 Mechanize excavation, backfilling, and compaction Works

3. Concrete Works

- 3.1 Ready Mixed Concrete (RCM) will be use.
- 3.2 Concrete mix design shall conform to ACI 211.1 and ACI 301. The minimum 28-day cylinder compressive strength shall be:
 - fc' = 27.58 MPa (4000 psi) for Foundation, Columns, Stairs, Beams and Slab
 - fc' = 24.13 MPa (3500 psi) for Lean Concrete and Slab on Grade
- 3.3 Admixtures to be used in concrete shall be subject to prior approval of the Structural Engineer.

4. Reinforcements

- 4.1. The minimum yield strength of reinforcement to be used shall be as follows:
 - fy = 60,000 psi (414 MPa) for main bars 16 mm diameter and up.
 - fy = 40,000 psi (276 MPa) for reinforcements 12mm dia. and below.







CARLOS HILADO MEMORIAL STATE UNIVERSITY

ENHANCEMENT OF IT BUILDING ROOFING (PH/SE 2)



PPDM Coordinator PECONINENDING APPROVAL



















