

PHILIPPINE BIDDING DOCUMENTS
(As Harmonized with Development Partners)

**Procurement of
INFRASTRUCTURE
PROJECTS**

Government of the Republic of the Philippines

**MAYON VOLCANO HERITAGE AESTHETIC LIGHTING AT ALBAY UNDER
DESIGN AND BUILD SCHEME**

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines

Tourism Infrastructure & Enterprise Zone Authority

Invitation to Bid

MAYON VOLCANO HERITAGE AESTHETIC LIGHTING AT ALBAY UNDER DESIGN AND BUILD SCHEME

Project Identification/Invitation to Bid No. **24-11-0006**

1. The Tourism Infrastructure and Enterprise Zone Authority, through the Approved General Appropriation Act, intends to apply the sum of **Five Hundred Million Pesos Only (P 500,000,000.00)** being the Approved Budget for the Contract (ABC), as payment contract for the **MAYON VOLCANO HERITAGE AESTHETIC LIGHTING AT ALBAY UNDER DESIGN AND BUILD SCHEME** bids received in excess of the ABC shall be automatically rejected at Bid Opening.
2. The Tourism Infrastructure and Enterprise Zone Authority now invites bids for the above procurement project. Completion of the works is required within Four Hundred Twenty (420) calendar days. Bidders should have completed, within five (5) years period from the date of submission and receipt of bids, 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 non-discretionary pass/fail criteria as specified in the Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184), otherwise known as the "Government Procurement Reform Act".
4. Bidding is restricted to Filipino citizens/sole proprietorships, partnership, or organizations with at least seventy-five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.
5. Interested bidders may obtain further information from the TIEZA BAC Secretariat (**please see contact details below**) and inspect the Bidding Documents on our website and at the posting on the Philippine Government Electronic Procurement Service (PhilGEPS) website.
6. A complete set of bidding documents may be acquired by interested bidders through the following modes:

ON-PREMISE:

The prospective bidders shall accomplish the issued Authority to Accept Payment (ATAP) form for payment at the Treasurer's Office.

The bidding documents will be issued to the prospective bidder upon settlement of the Order of Payment.

ONLINE:



6th & 7th Floors, Tower 1, Double Dragon Plaza, Double Dragon Meridian Park
Macapagal Avenue corner EDSA Extension Bay Area, Pasay City 1302, Philippines
(+632) 8249-5900 to 79 www.tieza.gov.ph



The Authority to Accept Payment (ATAP) is available at TIEZA's website. Interested bidders can download the ATAP, completely fill out the form and send the scanned copy to the BAC Secretariat's email. An instruction to settle thru bank deposit will be given thereafter.

Bidders who will buy the bidding documents shall deposit the amount in either one of the following TIEZA bank accounts:

Account Name: TIEZA

Development Bank of the Philippines (DBP) Account #: 0405-018676-030 (Makati Branch)

Land Bank of the Philippines (LBP) Account #: 1782-1046-47 (Pasong Tamo Branch) The deposit slip shall be kept and a scanned copy shall be sent to tieza.bacsecretariat@gmail.com.

Please note further that purchase of the bidding documents are available on **November 29, 2024 to December 22, 2024 at 8:00 am to 5:00 pm**, except Fridays, Saturdays, Sundays and Holidays and on **December 23, 2024 from 8:00 to 9:00 a.m.** Please note the payment for the bid documents is a non-refundable fee in the amount of **Fifty Thousand Pesos Only (PhP 50,000.00)**.

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, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids. **Bidders must submit to the BAC Secretariat a copy of the official receipt as proof of the purchase of bidding documents on or before 5:00 p.m. on the day of bidding.**


7. The Tourism Infrastructure and Enterprise Zone Authority will hold face to face Pre-Bid Conference on **December 10, 2024 @ 10:00 A.M.** at 7th Floor TIEZA TEZ Conference Room Double Dragon Plaza Pasay City
8. Bids (Technical and Financial) in hard copies (one original and two duplicates, sealed in their respective envelopes) enclosed in one outer envelope must be submitted face to face and duly received by the BAC Secretariat at the address below on or before **December 23, 2024 @ 9: 30 A.M.** **Proper tabbing of every requirement is encouraged.**

Bidder shall submit its bid in one (1) outer envelope containing three (3) envelopes (Original, Copy 1, and Copy 2). Each of the three (3) envelopes shall contain two envelopes corresponding to Technical and Financial Proposals. Soft Copy of Financial Proposal in the form of Flash Drive (USB) shall be submitted during the opening of bids. Failure to comply with this requirement shall render the bidder disqualified from the bidding

Please note that only the technical proposal will be opened on said date. The financial proposal will be opened after the review and evaluation of the conceptual

design plans at the schedule to be announced later. The corresponding schedules will be announced by the BAC through the Secretariat.

9. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
10. Opening of technical bids shall be done face to face on **December 23, 2024 @10: 00 A.M.** at the Legal Conference Room on the 7th Floor, Tower 1 Double Dragon Plaza Double Dragon Meridian Park Macapagal Avenue corner EDSA Extension Bay Area Pasay City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Presentation of schematic designs may be held on the same date or on a scheduled date to be announced. Opening of financial bids shall be scheduled after evaluation of technical bids. Late bids shall not be accepted.
11. The Tourism Infrastructure and Enterprise Zone Authority reserves the right to reject any and all bids, declare a failure of bidding or not award the contract in accordance with the applicable provision of the 2016 Revised IRR of R.A. 9184.
For further information, please refer to:
BAC Secretariat
7th Floor, Tower 1 Double Dragon Plaza Double Dragon Meridian Park
Macapagal Avenue corner EDSA Extension Bay Area Pasay City
(+632) 249-5986 loc. 713 or 714
bacsecretariat@tieza.gov.ph
<http://www.tieza.gov.ph>
12. You may visit the following websites:
For downloading of Bidding Documents:
<https://notices.philgeps.gov.ph/stieza.gov.ph>
For inquiries/concerns: bacsecretariat@tieza.gov.ph
For purchase of bidding documents: tieza.bacsecretariat@gmail.com


ATTY. NIÑO RUPERTO F. AQUINO
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *[Tourism Infrastructure and Enterprise Zone Authority]* invites Bids for the **MAYON VOLCANO HERITAGE AESTHETIC LIGHTING AT ALBAY UNDER DESIGN AND BUILD SCHEME** with Project Identification Number *[Invitation to Bid no **24-11-0006***

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

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *[2024]* in the amount of **Five Hundred Million Pesos Only (P 500,000,000. 00)** 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

- a. Subcontracting is not allowed

8. Pre-Bid Conference

The Procuring Entity will hold face to face Pre-Bid Conference on **December 10, 2024 @ 10:00 A.M.** at its physical address at **7th Floor TIEZA Legal Conference Room Double Dragon Plaza Pasay City** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

14.2. *Payment of the contract price shall be made in:*

- 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 *[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

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: <i>Civil Works</i>			
7.1	<i>Subcontracting is not allowed.</i>			
10.3	<i>Preferred Contractors License Electrical Works – Large B Building- small b</i>			
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table><tr><td><u>Key Personnel</u></td><td><u>General Experience</u></td><td><u>Relevant Experience</u></td></tr></table> <p><i>See attached end-user requirements</i></p> <p><i>In addition the bidder must certify that the foregoing personnel shall perform work exclusively for the project until completion of the project. Please see the attached Form for the purpose.</i></p>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>		
10.5	<p>The minimum major equipment requirements are the following:</p> <table><tr><td><u>Equipment</u></td><td><u>Capacity</u></td><td><u>Number of Units</u></td></tr></table> <p><i>See attached end-user requirements</i></p> <p><i>In addition the bidder must certify under oath that the equipment shall be exclusively used for the project until completion of the project. Please see attached Form for the purpose</i></p>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>		
	<i>Not Applicable</i>			
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than 2% if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than 5% if bid security is in Surety Bond.</p>			
19.2	<p>Partial bids are allowed, as follows:</p> <p><i>[Insert grouping of lots by specifying the items and the quantity for every identified lot.]</i></p>			
20	<i>Not Applicable</i>			
21	Additional contract documents relevant to the Project as required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, and PERT/CPM, and a copy Construction Safety and Health Program shall be included in the submission of Technical Proposal.			

	Construction Safety and Health Program approved by the Department of Labor and Employment or proof of application with DOLE shall be submitted as part of the contract with winning bidder.
--	--

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	<i>Completion of work shall be within Four Hundred Twenty (420) Calendar Days</i>
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor upon receipt of the Notice to Proceed.
6	The site investigation Report is: Technical Evaluation Report
7.2	<p><i>[Select one, delete the other.]</i></p> <p><i>[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.</i></p> <p><i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:] Five (5) years.</i></p> <p><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:] Two (2) years.</i></p>
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten (10) calendar days after receipt of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is one tenth (1/10) of one percent (1%) per day of delay chargeable against the current progress billing
13	The amount of the advance payment is no more that fifteen percent (15%) of the Contract Price subject to approval by the Authority and compliance with the conditions under RA 9184 and its IRR.
14	No further instructions.
15.1	<p>The date by which operating and maintenance manuals are required is thirty (30) days from the receipt of Notice to Proceed.</p> <p>The date by which "as built" drawings are required is required as part of final payment.</p>
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 ten percent (10%) of the Contract Price.

Section VI. Specifications

Notes on Specifications

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

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

Section VII. Drawings

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

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

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

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

Daywork Schedule

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

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

Provisional Sums

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

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

Signature Box

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

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

7th Floor, Tower 1 Double Dragon, Double Dragon Meridian Park, Macapagal Ave. cor. EDSA Extension,
Bay Area, Pasay City

PROJECT : MAYON VOLCANO HERITAGE AESTHETIC LIGHTING AT ALBAY UNDER
DESIGN AND BUILD SCHEME

DURATION : 420 Calendar Days

AMOUNT IN WORDS

Name of Company

Business Address

Name & Signature of
Authorized Representative

Designation

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
and
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC) with Article of Incorporation (AOI), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
and
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (f) 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. with attached notice of award, notice to proceed and contract; **and**
- ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules with attached notice of award, notice to proceed, Contract and Certificate of Final Acceptance;
and
- ☐ (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- ☐ (i) 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**
- ☐ (j) 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**
- ☐ (k) Original duly signed Omnibus Sworn Statement (OSS);

and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

- ☐ (l) Statement of Exclusivity (the bidder must certify that the foregoing personnel shall perform work and equipment shall be used exclusively for the project until completion of the project. Please see the attached Form for the purpose.)
- ☐ (m) Certificate or Affidavit of Site Inspection
- ☐ (n) Additional Technical Requirements:
 - construction schedule and S-curve
 - manpower schedule
 - construction methods
 - equipment utilization schedule
 - PERT/CPM
 - Construction Safety and Health Program
- ☐ (o) Contractors Registration Certificate by DPWH for the list of all ongoing projects if none, affidavit that there is none.

Additional Documentary Requirements (enclosed in Technical Component Envelope) as per Annex G:

- ☐ • Preliminary Conceptual Design Plans in accordance with the degree of details specified in the Terms of Reference
- ☐ • Design and Construction Methods
- ☐ • List of Design and Construction Personnel to be assigned to the contract to be bid, with their complete qualification and experience data
- ☐ • Value Engineering Analysis of Design and Construction Method

Financial Documents

- ☐ (p) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (q) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (s) Original of duly signed and accomplished Financial Bid Form **and**
(t) Soft Copy of Financial Proposal in the form of Flash Drive (USB) shall be submitted during the opening of bids;

Other documentary requirements under RA No. 9184

- ☐ (u) Original of duly signed Bid Prices in the Bill of Quantities; **and**
☐ (v) 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**
☐ (w) Cash Flow by Quarter.

Additional Documentary Requirements as per Annex G:

- ☐ Lump-sum bid prices, which shall include the detailed engineering cost, in the prescribed Bid form
- ☐ Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rental used in coming up with the bid
- ☐ Cash Flow by the quarter and payment schedule

Bid Form for the Procurement of Infrastructure Projects *[shall be submitted with the Bid]*

BID FORM

Date : _____
Project Identification No. : _____

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized

¹ currently based on GPPB Resolution No. 09-2020

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 [Name of Project] of the [Name of the Procuring Entity].

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

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

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

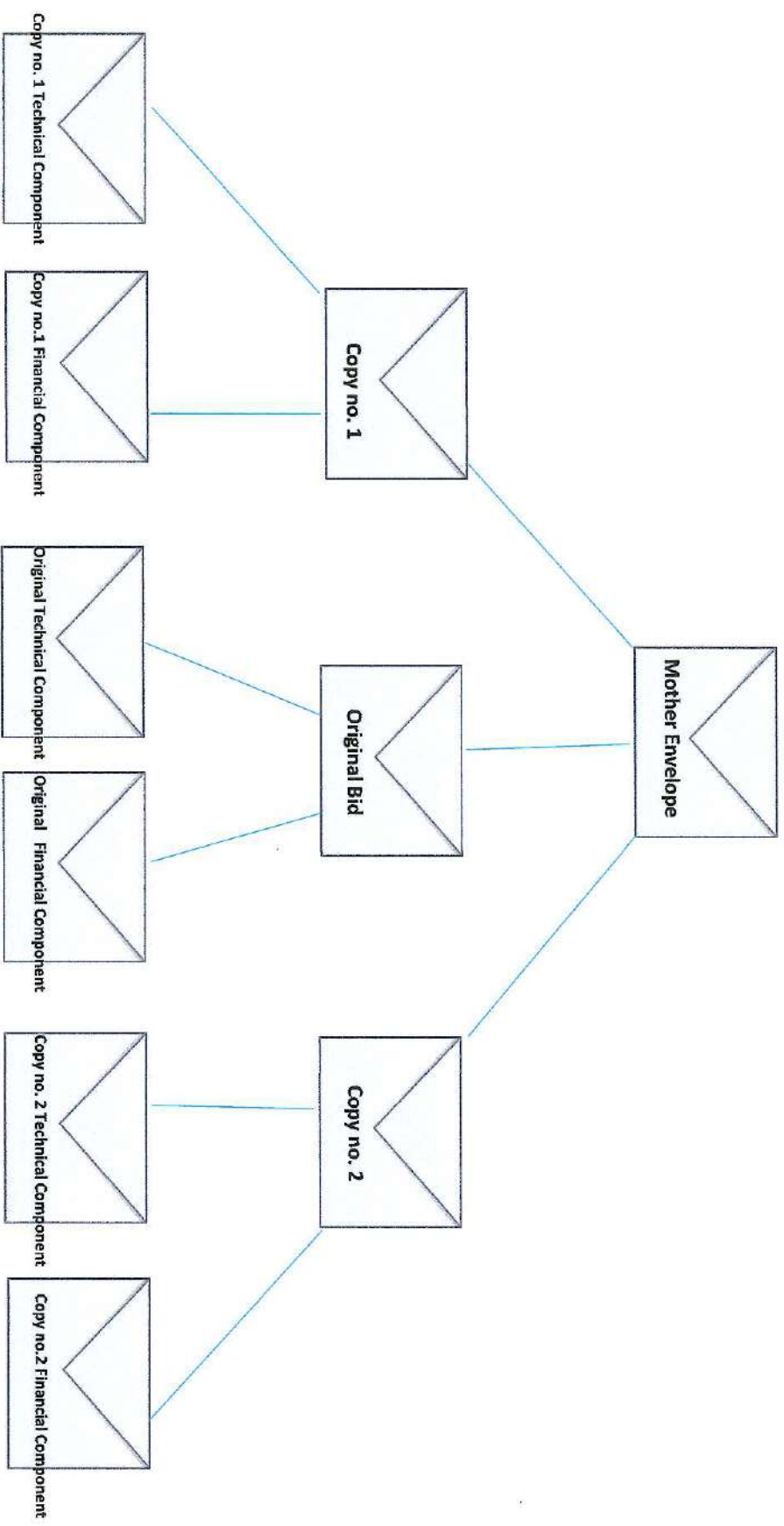
*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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



FORMAT FOR 360 CD

Use you letter Head

Project ID. No:

Project :

Location:

Duration : Calendar Days

CASH FLOW BY QUARTER

PARTICULAR	TOTAL	1st Quarter	2nd Quarter	3 rd Quarter	4th Quarter
ACCOMPLISHMENT, IN %					
CASH FLOW, IN Php					
CUMULATIVE ACCOMPLISHMENT, IN %					
CUMULATIVE CASH FLOW, IN Php					

Prepared By:

ARCHITECTURAL DESIGN CONCEPT

“Mayon Fandango”

(a) DESIGN CONCEPT

The local “Pandango” is a timeless Philippine folk dance which simulates the fireflies in the night by balancing lighted cups. This dance of lights will be embraced into the present era with modern lighting equipment in the backdrop of Mount Mayon. The dancing lights has become popular in the rural areas of the Philippines in the past, but in the present, we will be showcasing music in synch with lights to awe the Bicolanos, local and international tourists alike.

Dancing lights and music to further enhance the appreciation on the majestic Mayon is the core inspiration of this development.

Lighting and equipment will be housed in a cabin, evenly spaced at the foot of Mayon while sound system will be spread over the business districts, tourist converging locations and other strategic spots of the cities and municipalities of Legazpi, Daraga, Camalig, Sto.Domingo and Guinobatan.

(b) DESIGN LIMITATION AND SOLUTIONS

- a. Threat of volcanic eruption - The layout of design and manpower activities shall not encroach the 6km danger zone as mandated by the ordinance.
- b. Consideration on existence of Flora and Fauna --
 - 1. The development shall avoid cutting and destruction of existing trees on its lighting stations.
 - 2. The management of the project shall conduct tree planting activities annually and plan out reforestation program that will support the ecosystem.
 - 3. Part of the return of investment shall be allotted to support the monetary requirements needed for maintaining flora and fauna.
 - 4. The lighting equipment will be mounted on an elevated platform going above the level of the trees to avoid cutting them.
- c. The site is on high elevation & Bicol region is a frequent path of typhoons - The structure and lighting equipment shall be of high quality and durable, enough to endure the extreme weather conditions on its location.
- d. Threat of Fire - The fuel or power source should be properly secured not to cause fire or any environmental damage to the area of development.
- e. Landslide & mudflow – The lighting cabins are elevated and anchored on concrete platform and foundation.
- f. Isolated Location – Each station will be manned with a staff and installed with CCTV for monitoring of equipment and security purposes.

(c) LOCATION

Province of Albay, facing the City of Legazpi and Municipalities of Daraga, Camalig, Sto. Domingo and Guinobatan.

(d) LIGHTING STATIONS & CABIN

There will be 19 lighting stations along the 12-kilometer stretch starting with the 1st station in Barangay Quirangay of Camalig municipality and the 19th station in Barangay Lidong of Sto. Domingo municipality. The interval between each location will be evenly spaced at range of 600 to 650 meters distance each depending on soil stability, slope and other considerations.

Each light station will be composed of a set of high-end lasers and floodlights connected to a control panel. Lighting equipment will be attached on the steel framing mounted on top of the cabin. An elevated 20-ft container, accessible through a ladder will be housing the control panel equipment and the manning staff.

(e) INTEGRATION WITH MUSIC

To note that no tourist stays where our lighting cabins are located during the evening lighting events, the audio system will be through outdoor audio speakers mounted on poles along the major street and thoroughfares of Legazpi City and other municipalities facing the lighting projection of the project.

Announcements will be made ahead of time, morning, afternoon and of frequent intervals moments before the evening show to inform the locals and tourists of the upcoming shows.

The synchronization of lights with music will be a package to complete the delivery of a show to the public.

(f) LIGHTING EQUIPMENT

High quality lighting equipment that ranges from LED lasers, flood lights and control systems will be used to perform a high-level orchestra presentation of dancing lights.

There must a ready standby of lighting unit or cable spares in case of any issue.

(g) POWER SOURCE

To establish a reliable, sustainable and environment-friendly power source. Solar panels with complete set of battery, controller & inverter for each station enough to provide its daily staff consumption and nightly lighting presentations will be the primary option. A generator run by fuel will be the secondary back-up if in case the weather will not permit the solar panels to generate the required amount of electricity. Each station will have its own generator manned by staff for its daily operation.

(h) DAILY OPERATION & MONITORING

A frequency of 4 shows each night ranging 10 minutes each presentation. Starting at 7:00 pm with an hourly interval to 8pm, 9pm and 10pm. Schedules to be announced for special events, holidays and festivals which the duration of presentations may be extended.

(i) MAINTENANCE

To establish the frequency and procedures for the necessary tools, materials and personnel to do maintenance works upon the guidance of a technical person on lighting equipment and property.

The lighting and control panel shall always be protected from accumulation of dust, dirt, rust and water.

(j) SECURITY & SAFETY

Every station will have a perimeter fence of chicken wire framed with galvanized iron steel pipe. A 4-channel CCTV for every light station will be installed with 1 inside the cabin and 3 will be along the perimeters.

Working staff/personnel will be assigned to secure the property and equipment against theft and vandals.

(k) MANPOWER & MOBILITY

Each station will be provided with 3 personnel for security and maintenance for a total of 57, (with each personnel rendering 8 hours of duty per day) plus 3 technical persons roving to maintain and repair in case of any issues with the lightings and equipment.

A service vehicle will be provided to monitor 19 stations in different locations.

(l) STATION LAND AREA

To establish a safe and stable ground for every light station with at least 750sqm in land area.

The station location will preferably be adjacent along the identified 12-kilometer stretch of road. This is to ensure accessibility during construction and constant monitoring in the day-to-day operation.

The land where the cabin will be erected shall be purchased if in case it is titled as a private property.

(m) WORKMANSHIP

The installation of the lighting set-up, solar panels and the construction of the cabin shall be done of trained workers, supervised by technical person/professionals with the provision of proper tools and equipment using high quality materials and workmanship.

(n) PROMOTION & ADVERTISEMENTS

Local Context – The public address system, through speakers to be used during nightly shows can be utilized for public awareness. The management shall advertise the new tourist attraction through local radio and national television. Broadsheet may also be an option.

International Context – Social media will be the number one platform in terms of widest reach to the public and international tourists. The promotions can also be extended through international airports inside the country and through international gatherings participated by the Department of Tourism.

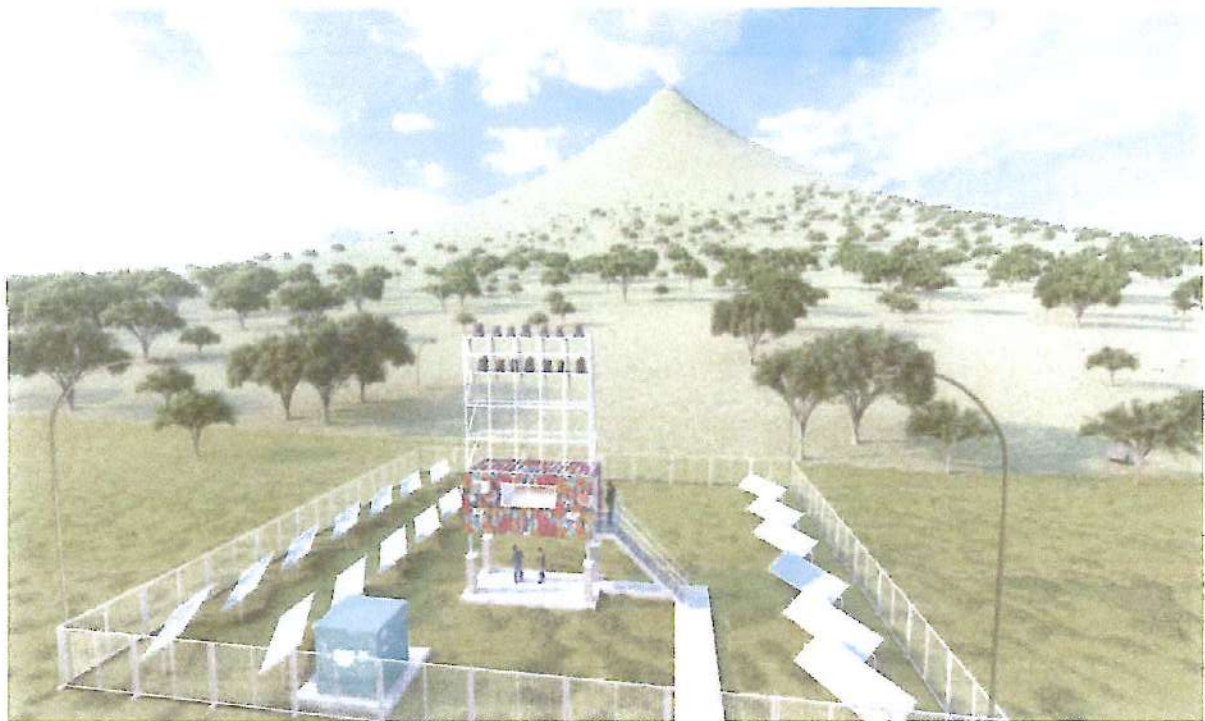
(o) CONTINGENCIES IN TIMES OF CALAMITIES

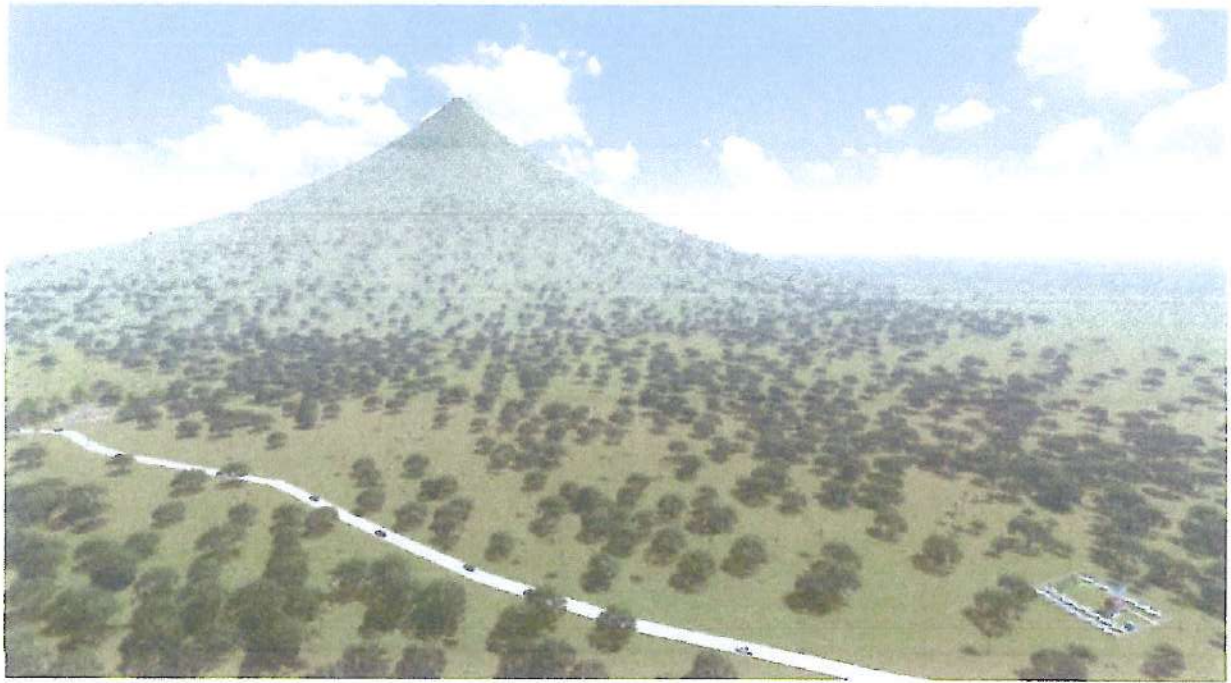
To coordinate with Provincial Disaster Risk and Reduction Management Council (PDRPMC), PHILVOCS and Albay Public Safety and Emergency Management Office (APSEMO) for eventualities of volcanic eruption, lahar/mud flow and landslides, typhoons to conduct safekeeping measures.

To establish protocols in consultation with the local authorities to observe in times of different alert levels of Mt. Mayon prior to eruption.

APPENDICES

APPENDIX A: Proposed Design for Lighting Station



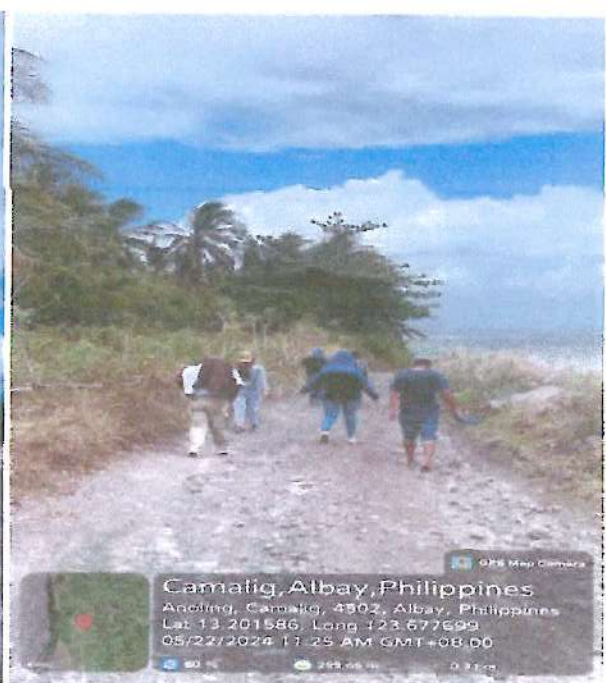
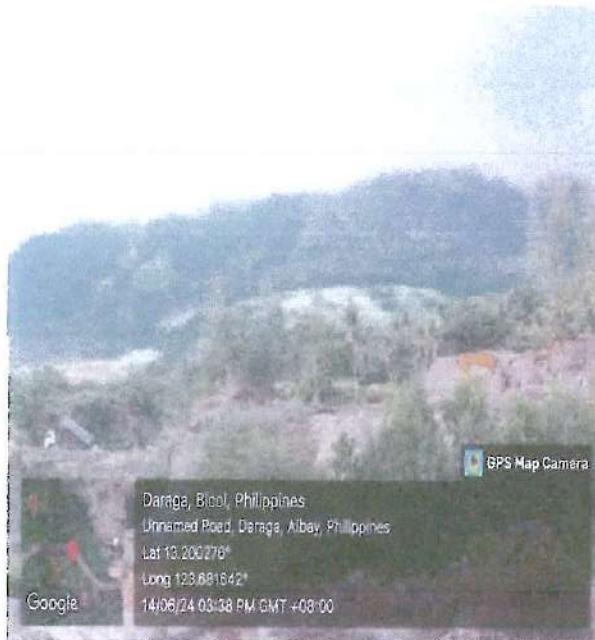




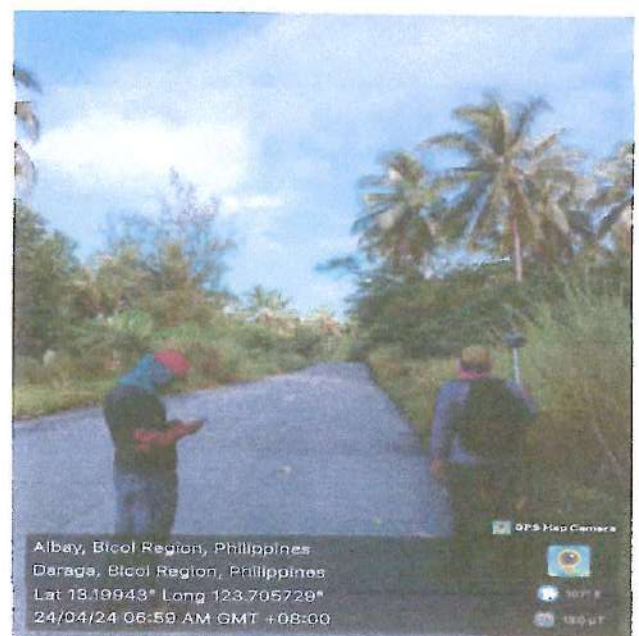




SITE VISIT



TOPOGRAPHIC SURVEY

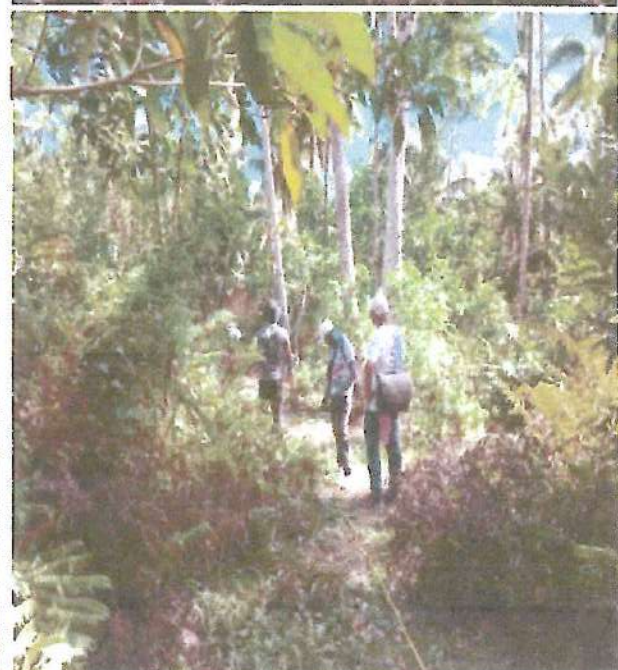


COORDINATION WITH LGU

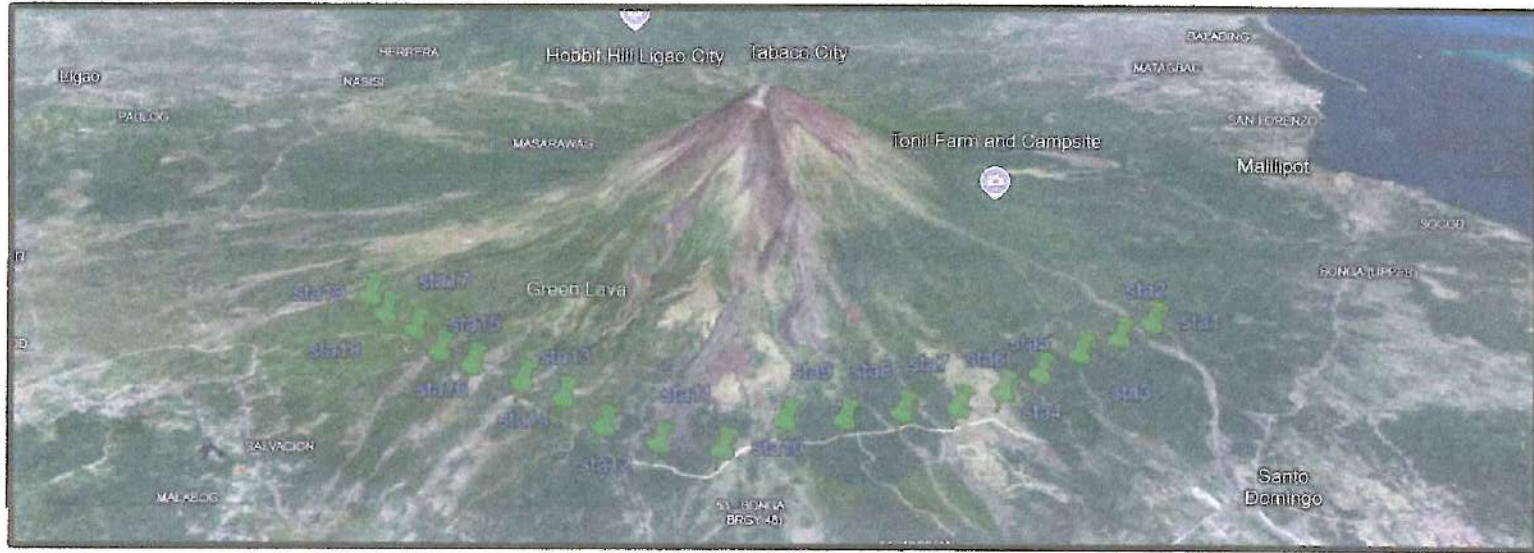




FLORA AND FAUNA ASSESSMENT



utility location



Project : MAYON VOLCANO HERITAGE AESTHETIC LIGHTING AT ALBAY UNDER DESIGN AND BUILD SCHEME
Location : Province of Albay
Contract Duration : 390CD

DESIGN AND CONSTRUCTION SCHEDULE

DELIVERABLES	CALENDAR DAYS	2025												
		2024	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Geodetic Surveys and Investigations	30													
Preparation of Detailed Engineering Design	60													
Construction Phase	270													
Post Construction Phase	30													
TOTAL	390													

HEALTH AND SAFETY PROGRAM

HEALTH AND SAFETY PROGRAM		CALENDAR DAYS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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Required equipments and materials: Medicine cabinet, Assorted medicine and vitamins, Gloves, Cover all vest, Safety shoes, Hard hat, Disinfectants, Hand soap, Temperature gun, Washable face masks, Safety glasses, Long-sleeved T-shirts and Safety signages.

Prepared by:


ENGR. JUNRIE B. PAPELIRAS
Electrical - Estimator/Designer

Noted:


JEFFREY L. MACALALAD
Manager
Project Evaluation and Planning Department



Republic of the Philippines
Tourism Infrastructure & Enterprise Zone Authority

TERMS OF REFERENCE
MAYON VOLCANO HERITAGE AESTHETIC LIGHTING AT ALBAY UNDER DESIGN AND BUILD SCHEME

I. BACKGROUND OF THE PROJECT

The Mayon Volcano is in the southern part of Luzon, 500 kilometers south of Manila. It's 2,462 meters tall and has a perfect cone shape, inspiring legends and art. It's the most active volcano in the Philippines and one of the most active globally, erupting over 51 times in the past 400 years.

The Mayon Volcano is currently on the Philippines' Tentative List for World Heritage Sites. It was first submitted in 2015 but was only placed on the Tentative List. Mayon Volcano is significant for its cultural and natural aspects, including its interaction with the environment, Albayano celebrations and tourist spots.

The volcano is a stratovolcano, the most active in the Philippines and is known for its symmetrical cone shape. It is made up of layers of lava flows and its frequent eruptions and erosion cycles have created a unique landscape. The area around the volcano is home to a variety of endemic flora and fauna.

The volcano is the centerpiece of the Albay Biosphere Reserve which was declared in 2016 by the United Nations Educational, Scientific and Cultural Organization (UNESCO), the United Nations agency that promotes international cooperation in education, the sciences and culture to build peace¹.

In recent years, visitors arrived in the Province of Albay to see the volcano's lava flow and rockfall after the recent eruption of the Mayon Volcano. The lava flow glows orange and red at night, becoming a nightly attraction for tourists and visitors.

To take advantage of this phenomenon and to continue this nightly attraction, the development of the Mayon Volcano is recommended by installation of aesthetic lighting that will project the majestic Mayon Volcano at night. It will involve strategically placing spotlights, laser lights, and floodlights at strategic locations of the volcano. This will showcase the volcano's beauty even after sunset, creating a stunning aesthetic lighting effect on the Mayon Volcano.

This project aims to attract more tourists, both local and foreign, increase sustainable business opportunities, and contribute to the local economic growth.

¹ <https://brainly.ph>

II. OBJECTIVE OF THE PROJECT

The TIEZA conducted a feasibility study which includes assessing technical feasibility, economic and financial viability, environmental and social impacts, and the inherent benefits of implementing the project. 1. <https://brainly.ph>

The feasibility study composed of the overall technical, economic evaluation, financial viability of the project and the formulation of the conceptual design of the Mayon Lighting Project.

Relative thereto, this project aims to execute the following items in compliance with the feasibility study conducted:

1. To provide project concept development and detailed Architectural and Engineering Design Plans of the **Mayon Volcano Heritage Aesthetic Lighting at Albay Under Design and Build Scheme** as specified in the above-mentioned background of the project.
2. To conduct a geotechnical analysis in coordination with Philippine Institute of Volcanology and Seismology (PHIVOLCS).
3. To conduct a geohazard study to provide basis on land susceptibility of the development site on slope erosion, landslide, or volcanic eruption damages and ensure the safety of the project site. These hazards can disrupt agriculture, infrastructure, and livelihoods, necessitating rigorous disaster preparedness plans including regular drills and community education initiatives on volcanic risks and evacuation procedures.
4. To construct, supply, deliver and install all the equipment and its components for the Mayon Volcano Heritage Aesthetic Lighting project encompassing all associated support facilities and infrastructure, ensuring the development meets high standards of functionality, safety, and aesthetic appeal.
5. To provide an integrated sound system installed along the major streets and thoroughfares of Legazpi City, Daraga, Camalig, Sto. Domingo and Guinobatan which faces the lighting projection of the project.
6. To establish designated viewing areas or as many as may be required at strategic locations near the streets where the integrated sound system will be installed or as specified by the LGU.
7. To comply with the environmental assessment indicated in the feasibility study supplied.
8. To conduct Heritage Impact Assessment (HIA) as may be required by the governing agency.
9. To provide the following lighting show and special effects, such as laser lighting shows, klieg and skytracker lighting, similarly to aurora borealis effect, facade and wash lighting, fireworks display, entertainment show lighting, plus special

video and visual effects, like video projection mapping, holograms, robotics, simulation, immersive and inter-active lighting and simulated video effects, such as augmented and virtual reality.

10. To adapt and install an intelligent networked system of devices related to digital lighting control, such as relays, sensors, photocells, light control switches or touchscreens to create an integrated control for all the types of lighting hereinabove mentioned.
11. To provide street lighting, landscape and space lighting, amusement lighting and the like.

The nature and complexity of the project require the expertise in the field of aesthetic lighting design. Therefore, TIEZA deemed it necessary to invite Designer-BUILDER companies with expertise in the field of aesthetic lighting design and construction for the **MAYON VOLCANO HERITAGE AESTHETIC LIGHTING UNDER THE DESIGN AND BUILD SCHEME**

III. SCOPE OF WORK

The project will involve the process and equipment design for the heritage aesthetic lighting of the Mayon Volcano which includes the preparation of detailed architectural and engineering design, supply, delivery, installation and construction of lighting system under the Design and Build Scheme and all other components which shall include but are not limited to the following:

1. Geotechnical analysis, geohazard study
2. Site Development Plan reflecting each station
3. Preparation of detailed architectural and engineering design
4. Construction, Supply, Delivery and Installation of Lighting and Sound Equipment and its Component
5. Power House
 - a. Lighting Equipment
 - b. Control System
 - c. Cabling and Wiring System
 - d. Lightning Arresters
 - e. Generator Set, Pad & Accessories
 - f. Solar Power System
 - i. Solar Lights
 - ii. Solar Light Posts
 - iii. Solar Supply including battery, controller, inverter, etc.
 - g. Structural Frame for the Lighting Equipment
 - h. Integrated Sound system (Specification to be determined based on the study)
 - i. Integrated Lights and Sounds shows programming
6. Monitoring Station with Toilet & Bath (Modified Shipping Containers)
 - a. Doors & Window
 - b. Heat Insulation
 - c. Stairs
 - d. Air-conditioning unit

- e. Office fixtures
- f. Structural components
- g. Plumbing / Sanitary lines & fixtures
- h. 4 Channel CCTV
- i. Fire Extinguisher
7. Water Supply / Deep Well / Rain Water Collection System
8. Perimeter Fence
9. Site clearing and preparation
10. Hauling and disposal
11. Waste Management (Material Recovery Facility)
12. General requirements:
 - a. Temporary facilities
 - b. Temporary orientation area
 - c. Project signage
 - d. Temporary perimeter fence
 - e. Health and Safety Program
13. Transfer of technology which includes hands on training and assistance of staff to be employed by the LGU for a minimum of three (3) months.
14. To conduct interaction meeting with local stakeholders and other households affected by the project

IV. DESIGN PARAMETERS

The design and build parameters should be strictly complied based on the following minimum criteria:

Facilities (minimum):	<ul style="list-style-type: none"> Monitoring Station with Toilet & Bath (fully refurbished container van) Power House with Gen Set pad Material Recovery Facility Perimeter Fence with solar lighting 300 KVA Generator per station Hot-Dipped Galvanized Steel Gantry (constructed separately from the Monitoring Station)
Lighting Equipment (Minimum):	<ul style="list-style-type: none"> Xenon Lamp 7000W Klieg Lights 300W LED Lasers 1500W LED Flood Lights (RGB Programmable)
Solar Power System (Minimum):	<ul style="list-style-type: none"> Solar Panel including battery, inverter, controller, etc. (50Kwh per station)
Lot Area Requirement per Station (minimum)	<ul style="list-style-type: none"> 500-750 m² (to be provided by the LGU)
Integrated Audio/Video System	<ul style="list-style-type: none"> Specification to be determined by the Designer-Builder based on the result of the study.

Conceptual Design



Suggested Conceptual Design Note: Subject to change depending on the data collected by the Designer-BUILDER and the approval of TIEZA TWG

V. DELIVERABLES

The lighting system planning will be governed by the standards, rules, and regulations on the design as prescribed by the DOT, TIEZA, DENR, PHIVOLCS, Province of Albay and other concerned government agencies.

TIEZA will form the Technical Working Group (TWG) that will oversee the Mayon Volcano Heritage Aesthetic Lighting under the Design and Build Scheme project. The TWG shall have the authority to assess, improve and approve project parameters, design, plans and specifications as well as reject any submission inconsistent with this Terms of Reference (TOR).

Moreover, the design that will be submitted by the Designer-Builder Bidders shall conform to the provisions of the National Building Code of the Philippines (PD 1096) and its Implementing Rules & Regulations, Accessibility Law (BP 344), National Structural Code of the Philippines, Electrical Engineering Law (RA 7920), Mechanical Engineering Law (RA 5336), Plumbing Code (RA 1378, 1993-1994 revisions), Fire Code (RA 9514), and other laws and regulations covering environmental and cultural concerns and local ordinances and regulations.

A. Schematic Design

The prospective Designer-Builder should submit the Schematic Design for the Mayon Volcano Heritage Aesthetic Lighting project.

1. Two (2) Schematic Design Drawings (to be submitted during procurement as part of the bidding documents)
 - a. Site Development Plan
 - b. Photo Realistic Perspective Views of the Mayon Volcano Heritage Aesthetic Lighting including all its components
 - c. Ultra-High Definition Realistic 3D walk-thru presentation of the components
2. List of design and construction personnel to be assigned to the contract with their complete qualification and experience data; and
3. Value engineering analysis of the project to be bid that can provide a more efficient and cost-effective approach for this design and build project.
4. Construction Methodology

B. Design Phase

- 1. Engineering Surveys and Investigation** (To be submitted by the winning Bidder/Designer-Builder)

The winning Bidder/Designer-Builder shall proceed with the Engineering Survey and investigation reckoned upon receipt of the Notice to Proceed (NTP).

Conduct Geodetic Surveys and investigations of the site including but not limited to the following:

- 1.1 Boundaries of the property
- 1.2 Elevations and contours
 - Topographic Survey (1 Copy, 20" x 30" Mylar Film, .DWG File and .PDF File)
- 1.3 Geotechnical investigation (1 Copy, A4 Paper, Soft Bound, Spiral, .PDF File)
 - Subsurface soil condition
 - Strength and deformation characteristics
 - Soil parameters
 - Other geotechnical testing necessary for the design calculation analysis
- 1.4 Locations, orientations, dimensions, floor elevation, and other pertinent data on (1 Copy, 20" x 30" Mylar Film, .DWG File and .PDF File):
 - Existing structures and utility lines (water line, sewer line & electrical lines)
 - Site improvements (slope protection, path walk/ access, mature trees).
 - Layout Plan
- 1.5 Result of the stakeholders and other household consultation meeting (1 Copy, A4 Paper, Soft Bound, Spiral, .PDF File)
- 1.6 Heritage Impact Assessment if necessary (HIA)

The Engineering Survey, Investigation and analysis shall be submitted within thirty (30)calendar days

2. Detailed Design Phase

The result of the geotechnical and geodetic survey conducted by the Designer-Builder shall be the basis for the submission of the architectural and engineering design of the proposed Mayon Volcano Heritage Aesthetic Lighting project.

- 2.1. The Designer-Builder shall proceed with the preparation of the Detailed Design Drawings based on the design documents specified under Section 302 of the 2005 Revised Implementing Rules and Regulations (IRR) of the National Building Code (NBC), Accessibility Law (BP 344), National Structural Code of the Philippines, Electrical Engineering Law (RA 7920), Mechanical Engineering Law (RA 5336), Plumbing Code (RA 1378, 1993-1994 revisions), Fire Code (RA 9514), and other laws and regulations covering environmental and cultural concerns and local ordinances. The approved Design Drawings and Design Parameters including any revisions and refinements as approved and required by TIEZA and the TWG, such as but not limited to:

2.1.1. Detailed Drawings (1 Copy, 20" x 30" Tracing Paper, .DWG File and .PDF File):

- a. Detailed Architectural Plans;
- b. Detailed Structural Plans;
- c. Detailed Electrical & Auxiliary Plans (include provision for IT, intercom, CCTV)
- d. Detailed Mechanical Plans
- e. Detailed Storm Drain, Sanitary and Plumbing Plans;
- f. Detailed Plan for Fire Detection and Alarm System (FDAS), Lighted Fire Exit, and Emergency Lights;
- g. Lighting Design
- h. Shop Drawings

2.1.2. Structural analysis and design, geotechnical analysis (soil slope stability analysis, ground improvement design, special foundation design, etc.), and electrical design computations. (1 Copy, A4 Paper, Soft Bound, Spiral, .PDF File)

2.1.3. Detailed General Notes and Technical Specifications, Design Parameters, describing type and quality of materials and equipment to be used, manner of construction and the general conditions under which the projects are to be constructed (1 Copy, A4 Paper, Soft Bound, Spiral, .PDF File);

2.1.4. Bill of Quantities (BOQ), Detailed Unit Price Analysis (DUPA) indicating the construction materials, labor rates and equipment rentals and Detailed Breakdown of Works (DBW); (1 Copy, A4 Paper, Soft Bound, Spiral, .PDF File, Excel File)

2.1.5. Construction Schedule (Bar Chart with S-Curve, PERT and CPM), Percentage (%) Monthly Accomplishment & Percentage (%) Cumulative Accomplishment including manpower, financial and equipment. (1 Copy, A3 Paper, .PDF File)

2.1.6. Quality Assurance and Control Plan (1 Copy, A4 Paper, Soft Bound, Spiral, .PDF File)

2.1.7. Environmental Impact Assessment (EIA) Report and other necessary documents needed in the application of ECC (1 Copy, A4 Paper, Soft Bound, Spiral, .PDF File)

2.1.8. Layouts, specifications and estimates of all furniture and equipment required for the fit-out of the buildings, specifically items that are owner furnished materials. (1 Copy, A4 Paper, Soft Bound, Spiral, .PDF File, Excel File)

2.1.9. Ultra-High Definition Realistic 3D simulated walk through video animation

2.1.10. Value engineering analysis on all prepared construction documents. (1 Copy, A4 Paper, Soft Bound, Spiral, .PDF File)

2.1.11. Health and Safety Program

2.1.12. Construction Methodology with Timeline, which shall include the following:

- a. The order in which the Designer-Builder intends to carry out the work, including anticipated timing for each stage of design/detailed engineering and construction.
- b. The sequence of timing for inspections and tests.
- c. General description of the design and construction methods to be adopted.

2.2. The Designer-Builder shall consider the following minimum criteria in preparing the design:

2.2.1. The design should consider the role of current technologies and industry trends, especially in materials use and equipment application.

2.2.2. The design layout and location shall consider the needs of PWDs, pregnant women, senior citizens, and different age groups of children and should comply to Harmonized Gender and Development (GAD) Guidelines if deemed necessary.

2.2.3. Horizontal access between different structures shall be by walkways, bridges and/or corridors. Vertical access within the building shall be by stairs.

2.2.4. Each building shall have its circulation system with identified emergency routes. Provide unobstructed passageways with clear and easy access to fire exits and areas of refuge.

2.2.5. The design should consider the tropical climate of the Philippines. Weather factors such as rain, prevailing winds, the intensity of the sun, and other weather disturbances shall be accounted for in the design process.

2.2.6. The Designer-Builder should ensure that tree-cutting are minimized. If there will be tree cutting, they should adhere to the Tree Replacement Program of the DENR of planting of one hundred (100) seedlings/ saplings/ propagules as replacement for every tree cut.

2.2.7. Environmental concerns shall be addressed.

2.2.8. The faults of design work as the result of lack of information shall be the responsibility of the Designer-Builder. In case of revisions in

the design due to inadequate data or information shall be borne by the Designer-Builder and the cost to be incurred shall not be chargeable to TIEZA.

The Designer-Builder shall submit all the draft documents in soft copy that shall be presented to TWG for review and approval. TWG will forward all comments/recommendations to TIEZA arising from the review of plans and documents.

The Designer-Builder shall submit the following documents which shall form part of the Detailed Design and Drawing:

- a. Number and names of personnel to be assigned for each stage of the work.
- b. Temporary connection plans permit and other requirements needed.
- c. All necessary building permits prior to construction. The Design & Build Contractor shall pay for all expenses necessary and incidental for TIEZA to secure all necessary permits, certificates and clearances.

Environmental Impact Study (EIS) and Acquisition of Environmental Compliance Certificate (ECC)

Based on the Revised Guidelines for Coverage Screening and Standardized Requirement under the Philippine Environmental Impact Statement System under Department of Environment and Natural Resources – Environmental Management Bureau (DENR-EMB) Memorandum Circular 005 dated July 2014, the proposed Mayon Volcano Heritage Aesthetic Lighting at Albay Under Design And Build Scheme is under Category B, which is required to submit a complete Initial Environmental Examination (IEE) Checklist before the issuance of an Environmental Compliance Certificate (ECC). The ECC/CNC, whichever is applicable, shall be secured and provided by the LGU.

Once approved, all drawings should be drawn using CAD software and plotted on 20"x 30" sheets and A3 size (7 Copies each). All other textual submittals shall be printed and ring-bound on A4-sized sheets. Five copies of the plans shall be submitted to TIEZA. A soft copy saved in an external flash drive shall be also submitted by the Designer-Builder. Design components shall be designed in coordination with the TWG and agencies concerned

All plans and other submitted documents shall be approved by the TIEZA TWG before the Designer-Builder proceed with the construction phase.

The documents under the Detailed Design phase shall be submitted within ninety calendar days (90 CD) excluding the review and evaluation of TIEZA TWG.

C. Construction Phase

The Designer-Builder shall complete the construction of the Mayon Volcano Heritage Aesthetic Lighting project and all its operating components within three hundred (300) calendar days including all necessary testing and commissioning. Any

construction activities shall adhere to the approved construction methodology and Building Codes.

The integrated lights and sound components shall include the following program:

1. Music Show

- 1.1. The songs/ music to be played during the lights and sound shows must be clear and free from any copyright issues.
- 1.2. At least ten(10) different genres of lighting and music shows that will coincide with festivities or legal holidays will be stored in the audio system media player hard drive.
- 1.3. Maximum of fifteen (15) minutes lights and music shows shall be performed six (6) times nightly.
- 1.4. Seventy-two (72) regular music collections each year for the next five (5) years after the turnover and start of operation.

2. Light Show / Sound Reinforcement

- 2.1. Sound reinforcement must be event ready with provision for rental audio system reinforcement.
- 2.2. Lights show must be complemented with the sound reinforcement from the control booth and viewing deck.
- 2.3. It will include LED light and laser aspects.
- 2.4. Forty-five (45) minutes / hour for default static position; Fifteen (15) minutes for entertainment dynamic light show.
- 2.5. Six (6) hours park mode or static mode lights, with subtle movements of light.
- 2.6. Non- neon, subtle and dynamic change of color.

The designer-builder shall be required to conduct a demonstration of the completed music and lighting system, including sound reinforcement, at one (1) designated strategic location. This demonstration shall simulate an actual show to visually and audibly showcase the capabilities and quality of the constructed system, ensuring it meets project specifications and desired performance standards.

D. Quality Control

The designer-builder should ensure that all construction materials are tested in compliance with ASTM, ACI and other regulation and standards for construction services.

To ensure compliance to plans working drawings and specifications, the Mayon Volcano Heritage Aesthetic Lighting project shall be subjected to a minimum of three (3) Constructors Performance Evaluation System (CPES) to be conducted by the TIEZA -Constructors Performance Evaluations System - Implementing Unit (CPES-IU) or as may be required.

- During the construction phase:
 - first visit with at least 30 – 40% accomplishment

- Second visit with at least 60-80% on the second visit
- Upon completion (100%):
 - One (1) final CPES Evaluation

The CPES Rating shall be based on Section 13, Annex E of the Revised Implementing Rules and Regulation (IRR) of R.A. 9184.

TIEZA TWG shall compose an inspectorate team to conduct punchlisting upon substantial completion equivalent to ninety-five (95%) accomplishment of the project as reported and certified by the TIEZA Project Engineer.

E. Post-Construction Phase

The Designer-Builder shall also submit within the period that will be prescribed by the Project Engineer the following documents:

1. Operating Manual
2. As-built plans in electronic file and hard copy.
 - 2.1. The contractor shall prepare and submit as-built plans duly signed and sealed by corresponding professionals in the same sheet size and scale as the original drawings in two (2) hard copies. Electronic copies of the as-built contract drawings shall also be submitted in native files for use with the Autodesk software AutoCAD. The PDF format files shall be delivered with CAD files.
 - 2.2. Final Review of as-built plans. Review and record all approved deviations of the as-built plans prepared by the Design & Build Contractor prior to finalization for submission to TIEZA . Review of electronic files shall also be included.
3. All manuals, certificates and warranties of installed items including keys of all lockset.
4. Building certificate of occupancy and fire safety inspection certificate.
5. All documents processed and issued in favor of TIEZA during the construction periods (Inspection Report, Building/Mechanical/Electrical Permits, Fire Safety Reports, clearances and other related documents)
6. Transfer of technology which includes hands on training and assistance of staff to be employed by the LGU for a minimum of three (3) months.

All document to be submitted by the designer-builder shall be reviewed and approved by the TIEZA Technical Working Group subject to revision if deemed necessary.

VI. ELIGIBILITY REQUIREMENTS

1. General

The eligibility requirements for the Design and Build Scheme shall comply with the applicable provisions of sections 23-24 of IRR of RA 9184. The "Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects" or Annex "G" of the IRR of RA 9184 shall also be adopted accordingly.

The design and build contractor must have completed at least one similar project(s) of the same scale in the amount of at least 50% of the ABC in the last five (5) years.

An eligible bidder shall either be a corporation, a joint venture company, or a consortium with the technical expertise and financial capacity to undertake the project.

PARTICULAR	REQUIREMENT
Size Range	Large B
License Category	AAA or AAAA
Classification	SPECIALTY (SP-EE, Electrical Work)

2. Minimum Requirements of the Design-Builder's Key Personnel

Key Personnel	Minimum Criteria (All Consultants should meet the minimum criteria to qualify)
Detailed Design Phase: the bidder shall have the following minimum number of professionals	
Project Manager	<ul style="list-style-type: none"> Licensed Professional Electrical Engineer Has at least ten (10) years of experience in the design of electrical Has at least five (5) years of experience in aesthetic lighting design. With a proven track record in design and managerial capability in major infrastructure projects with the same magnitude
Professional Electrical Engineer	<ul style="list-style-type: none"> Licensed Professional Electrical Engineer with at least 5 years of experience in structural analysis and design Has at least five (5) year experience in electrical and lighting design Must be a member of the Integrated Institute of Electrical Engineers

Professional Electronics Engineer	<ul style="list-style-type: none"> • Licensed Professional Electronics Engineer with at least 5 years of experience in structural analysis and design • Has at least five (5) year experience in IT and Network design
Civil / Structural Engineer	<ul style="list-style-type: none"> • Licensed Civil Engineer with at least 5 years of experience in structural analysis and design • Has at least five (5) year experience in structural steel frame design • Must be a member of the Association of Structural Engineer of the Philippines (ASEP)
Architect	<ul style="list-style-type: none"> • Licensed Architect • With at least five (5) years of experience in the design of residential, offices or institutional facilities
Electronic Engineer	<ul style="list-style-type: none"> • Licensed Electronics Engineer • Has at least five (5) years of experience in instrumentation design.
Lighting Designer	<ul style="list-style-type: none"> • Has at least five (5) year experience in aesthetic lighting design or similar field.
Geotechnical Engineer	<ul style="list-style-type: none"> • Bachelor's Degree in Geotechnical Engineering • Has at least five (5) years of experience in the field of study. • Must be knowledgeable in generating slope stability analyses and interpreting its result
Geodetic Engineer	<ul style="list-style-type: none"> • Licensed Geodetic Engineer with extensive experience on projects of similar or greater magnitude and complexity • With a minimum of five (5) years of experience in Geodetic Survey
Materials Engineer	<ul style="list-style-type: none"> • Certified Materials Engineer (Level I or II) • At least five (5) years of experience
Quantity / Cost Surveyor (Civil Works)	<ul style="list-style-type: none"> • Licensed Civil Engineer • With at least 5 years of cumulative experience as quantity surveyor in building construction
Electrical Engineer	<ul style="list-style-type: none"> • Licensed Electrical Engineer • With at least five (5) years of cumulative experience as quantity surveyor in electrical works • With at least five (5) year experience in electrical design
Mechanical Engineer	<ul style="list-style-type: none"> • Licensed Mechanical Engineer • Has at least five (5) years of experience in the design of air conditioning and other related field.

Sanitary Engineer	<ul style="list-style-type: none"> • Licensed Sanitary Engineer • Has at least five (5) years of experience in the design of water resource, supply and distribution system and plumbing.
Environmental Planner	<ul style="list-style-type: none"> • Licensed Environmental Planner • With at least five (5) years' experience in environmental planning and conduct of environmental impact assessment
CADD operators	<ul style="list-style-type: none"> • Proficient in AutoCAD software • Specializes in engineering work • With at least 2 years' experience on construction drawing
Office Engineer	<ul style="list-style-type: none"> • Graduate of Civil Engineering or any Engineering course • With atleast two (2) years' experience in construction industry
Social Worker	<ul style="list-style-type: none"> • Licensed social worker • With strong interpersonal skills to effectively support and connect with clients facing difficult situation • Must be able to communicate complex information clearly and sensitively to clients, families, and other professionals.
Heritage Conservation Specialist	<ul style="list-style-type: none"> • Licensed architect / Urban and Regional Planner • With expertise in heritage management and be able to evaluate how a proposed development might affect the broader historical and cultural landscape. • Has knowledge on the potential impact of new developments on heritage structures and ensure that any proposed changes are in line with conservation principles. • Has knowledge on the potential impacts on the community's historical layout, social structure, and urban aesthetic, especially in heritage zones.
Key Personnel	<p>Minimum Criteria</p> <p>(All Consultants should meet the minimum criteria to qualify)</p>
Construction Phase: the bidder shall have the following minimum number of professionals	
Project Manager	<ul style="list-style-type: none"> • Licensed Professional Electrical Engineer • Master's Degree in Construction Management • Extensive experience in aesthetic lighting installation and/or other related field

	<ul style="list-style-type: none"> • At least ten (10) years of Project Management experience • Schedule, oversee and monitor the day-to-day construction works • Coordinate, address and resolve all concern/s of adjacent facility and structures relative to the construction and related services as required by TIEZA TWG and other regulating agencies • Conduct a semi-monthly project status meeting with representatives of TIEZA during which a progress report on all activities undertaken for two (2) weeks will be submitted. • Will work full time during the construction period • At least one(1)
Project Engineer (Electrical Works)	<ul style="list-style-type: none"> • Licensed Electrical Engineer • Minimum of ten (10) years of experience in electrical works and/or similar field • At least one(1)
Project Engineer (Civil Works)	<ul style="list-style-type: none"> • Licensed Civil Engineer • Minimum of ten (10) years of experience in building construction and/or similar field
Mechanical Engineer	<ul style="list-style-type: none"> • Licensed Mechanical • With minimum five (5) years of experience • At least one(1)
Geodetic Engineer	<ul style="list-style-type: none"> • Licensed Geodetic Engineer with extensive experience on projects of similar or greater magnitude and complexity • With minimum of five (5) years of experience in Geodetic Survey • At least one(1)
QC/QA Engineer	<ul style="list-style-type: none"> • Licensed Civil Engineer • With minimum five (5) years of experience • At least one(1)
Materials Engineer	<ul style="list-style-type: none"> • Certified Materials Engineer (Level I or II) • At least five (5) years of experience • At least one(1)
Office Engineer	<ul style="list-style-type: none"> • Graduate of Electrical Engineering or any Engineering course • With atleast two (2) years' experience in construction industry • At least one(1) •

Safety Officer (SO2)	<ul style="list-style-type: none"> Completed the mandatory forty (40)-hour OSH training course applicable to the industry as prescribed in the OSH standards At least one(1)
First Aider	<ul style="list-style-type: none"> A trained officer with a certificate for first aid as a proof of competence with a minimum of two (2) years as a construction first aider. At least one(1)
CADD operators	<ul style="list-style-type: none"> Proficient in AutoCAD software specializes in engineering work With at least 2 years' experience on construction drawing At least one(1)
Foreman(Masonry Works)	<ul style="list-style-type: none"> With at least 5 years' experience on construction of residential, offices or institutional facilities Masonry works related NC2 certificate At least two(2)
Foreman(Plumbing Works)	<ul style="list-style-type: none"> With at least 5 years' experience on construction of residential, offices or institutional facilities Plumbing works related NC2 certificate At least two(2)
Foreman(Electrical Works)	<ul style="list-style-type: none"> With at least 5 years' experience on electrical works of residential, offices or institutional facilities Electrical works related NC2 certificate At least two(2)
Foreman(Welding Works)	<ul style="list-style-type: none"> With at least 5 years' experience on welding works of residential, offices or institutional facilities Welding works related NC2 certificate At least two(2)
Electrician	<ul style="list-style-type: none"> With at least 5 years' experience on electrical works of residential, offices or institutional facilities Electrical works related NC2 certificate At least ten(10)
Mason	<ul style="list-style-type: none"> With at least 5 years' experience on construction of residential, offices or institutional facilities Masonry works related NC2 certificate At least ten(10)
Plumber	<ul style="list-style-type: none"> With at least 5 years' experience on construction of residential, offices or institutional facilities

	<ul style="list-style-type: none"> • Plumbing works related NC2 certificate • At least five(5)
Welder	<ul style="list-style-type: none"> • With at least 5 years' experience on welding works of residential, offices or institutional facilities • Welding works related NC2 certificate • At least two(2)
Lighting Technician	<ul style="list-style-type: none"> • With at least 5 years' experience on lighting installation of special lighting • At least five(5)
Audio Technician	<ul style="list-style-type: none"> • With at least 5 years' experience on pro-audio installation • At least five(5)

VII. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) shall be a total of Five Hundred Million Pesos (Php 500,000,000.00) inclusive of VAT and all other applicable government taxes in accordance with the applicable provisions of the IRR of R.A. 9184.

Said ABC shall cover all the pre-design phase and construction phase cost of the scope of works indicated in the project coverage for the Mayon Volcano Heritage Aesthetic Lighting under Design and Build Scheme.

SCOPE	AMOUNT
A. Design Phase	Php 14,500,000.00
B. Construction Phase	480,500,000.00
C. Post Construction Phase (Training and transfer of technology)	5,000,000.00
Total Project Cost (VAT inclusive)	Php 500, 000, 000.00

VIII. PROJECT DURATION

The contract for the Design and Build of the Mayon Lighting Heritage Aesthetic Lighting in Albay shall be for a period of four hundred twenty (420) calendar days reckoned from the date of receipt of the Notice to Proceed.

DELIVERABLES	SUBMISSION/ACTIVITY PERIOD
A. Design Phase	120 days
B. Construction Phase	300 days
Total Project Duration	420 days

The Designer-Builder shall deliver the completed project to TIEZA, within the Total Project Duration, which shall signify its approval or comments for revision, alteration, or modification, if any, before acceptance of the Project. In any case of force majeure that would prevent the Designer-Builder from conducting its responsibilities, suspension of any working days shall be reviewed only by TIEZA and approved after the submission of a written request by the Designer-Builder. The approval of the request shall be the reckoning point of the suspension of the working day period indicated in the written communication.

IX. PAYMENT SCHEDULE

All deliverables of the Designer-Builder must be approved by TIEZA before the processing of payments.

PHASE	PROGRESS BILLING	PERCENTAGE TERMS OF PAYMENT
A. Design Phase	Engineering Surveys and Investigation result	Twenty-Five percent (25%) of the Cost of Pre-Detailed and Detailed Design Phase
	Detailed Engineering and Design.	Sixty-Five (65%) of the Cost of Pre-Detailed and Detailed Design
	Submission of hard copies and e-copies	10%
B. Construction Phase	Construction Progress Billing Phase	Actual percentage (%) accomplishment of the Contract Price for the Construction Phase, to include the accomplishment for the programming based on the submitted Project Accomplishment Report (PAR) of the Designer-Builder once a month, as verified and certified by the TIEZA Project Engineer and approved by the Head of Procuring Entity

The Designer-Builder is entitled to claim a 15% advance payment for both Pre-Detailed and Detailed Design Phase and Construction Phase, and claim for the release of retention fee upon submission of the as-built plans and completion of the post-construction phase, provided that there are no deficiencies observed in the project and all equipment are fully functioning.

All payments will be subject to the usual government accounting and auditing rules and regulations. The Designer-Builder is expected to be familiar and have knowledge of the Government Accounting and Auditing Manual.

X. PRE-TERMINATION OF CONTRACT

The Contract of Agreement of the design and build services of the project may be terminated by the TIEZA upon notice of any violation of the Terms of Reference and/or the Contract of Agreement without prejudice to other courses of action and remedies available under the circumstances.(RA 9184 2016 Revised IRR Section 68)

In case of pre-termination, the Designer-Builder shall be informed by the TIEZA seven (7) calendar days prior to such termination and shall be liable to additional liquidated damages based on the guidelines provided for by the provisions of the Revised IRR of R.A. 9184, as amended.

XI. LIQUIDATED DAMAGES

When the designer-builder fails to satisfactorily complete the services required under the Terms of Reference and the Contract of Agreement, within the specified period, inclusive of duly granted time extensions, if any, the designer-builder shall be liable for damages for the delay.

All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the Designer-Builder in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract of Agreement, the Procuring Entity may rescind or terminate the Contract of Agreement, without prejudice to other courses of action and remedies available under the circumstances.(RA 9184 2016 Revised IRR Section 68)

In case the delay in the completion of the services exceeds ten percent (10%) of the specified contract time plus any time extension duly granted to the consultant, the Procuring Entity may rescind the contract. It then forfeits the designer-builder's performance security and takes over the prosecution of the contract or award the same to a qualified Designer-Builder through negotiated procurement.

XII. GENERAL CONDITIONS

1. The Designer-Builder shall conform strictly to the terms and conditions of this Terms of Reference, including abiding by best practices and respecting standards and guidelines of international agencies, bodies and organizations.

2. The Designer-Builder shall be solely responsible for the integrity of all research works, detailed engineering design and the performance of the structure irrespective of the approval/ confirmation by TIEZA.
3. The Designer-Builder shall deploy personnel having professional experience compatible with the undertaking, provide and maintain temporary office and living quarters for their project personnel with equipment, supplies, first aid cabinet and other utilities.
4. The Designer-Builder shall warrant, represent and undertake reliability of the service and that their manpower complements are hardworking, qualified/reliable and dedicated to do the service required to the satisfaction of TIEZA. It shall employ well behaved and honest employees with IDs displayed conspicuously while working within the compound. It shall ensure that its workers/employees will not loiter in other areas, or otherwise interfere or interact with the tourists/guests within the vicinity of the project site.
5. The Designer-Builder shall comply with the laws governing employees' compensation, Phil Health, Social Security and labor standards.
6. The Designer-Builder shall report to TIEZA any conditions which may prevent it from performing the work according to requirements.
7. The Designer-Builder shall be liable for any loss, damage, or injury as may be due directly through the fault or negligence of its personnel. It shall assume sole and exclusive responsibility therefore, and shall be specifically released from any responsibility arising there from.
8. Representatives of TIEZA TWG, may, at any time, inspect the progress of the project and may issue a stoppage when the progress compromises or tends to compromise the integrity and security/ safety of the site and structures around the site.
9. All relevant permits and corresponding fees as may be assessed by the local government units/ stakeholders shall be for the account of the Designer-Builder.
10. The Designer-Builder shall store his materials, equipment and tools in one place of the construction. The area shall be coordinated with TIEZA and Province of Albay. It shall be kept neat and clean at all times. Any damages thereto or to the surrounding area/s arising from accident, paint spills, etc. shall be taken in storage of hazardous chemicals in order to avoid accidents, explosions and/ or fires.
11. Disposal of debris and other unusable materials shall be coordinated with the Province of Albay.
12. The Designer-Builder warrants to take all necessary precautions for the safety of all personnel and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.

13. The Designer-Builder is prohibited to engage in sub-letting of the scope of work without the approval of the Procuring Entity as specified under the provision of RA 9184.(RA 9184 2016 Revised IRR Annex I, Section III.A.2.c.v)

XIII. WARRANTIES

1. The designer-builders warranted from the Notice to Proceed (NTP) up to the one hundred percent (100%) final accomplishment duly certified by the TIEZA Project Engineer, assumes full responsibility for the following:
 - 1.1. Any damage or destruction of the works except those occasioned by force majeure; and
 - 1.2. Safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by his construction work
2. The designer-builder from the first day after 100% completion up to final acceptance (one (1) year after the project 100% completion) or the defects liability period shall be responsible for the following:
 - 2.1. The contractor shall undertake the repair works, at his own expense, of any damage to the infrastructure on account of the use of materials of inferior quality, within ninety (90) days from the time the Head of Procuring Entity has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
 - 2.2. The defects liability period shall be covered by the Performance Security of the contractor, which shall guarantee that the contractor performs his responsibilities. If the contractor fails to comply with its obligations, the Procuring Entity shall forfeit its performance security, subject its property/ies to attachment or garnishment proceedings, and perpetually disqualify the Designer-Builder from participating in any competitive bidding. All payables of the Government of the Philippines in his favor shall be offset to recover the costs.

XIV. REPEALING CLAUSE

The work under this TOR and its attachments shall be solely used by the prospective bidders in preparation of their respective bids/proposals for the **MAYON VOLCANO HERITAGE AESTHETIC LIGHTING AT ALBAY UNDER DESIGN AND BUILD SCHEME**. The bidding procedure shall follow the relevant provisions of the Government Procurement Reform Act (RA 9184) and its Revised Implementing Rules and Regulations (RIRR) on the procurement of infrastructure projects.

The procuring entity does not guarantee that the data area supplied are sufficient and up-to-date to the project at hand. The winning Designer-Builder shall be responsible for the accuracy, completeness, and applicability fall data and information to be used in

their work once chosen. The Bidder shall be responsible for all the necessary studies, documents, information, and equipment pertinent to the production of the plans and reports. They shall likewise submit any other necessary and relevant research, study, data or report that may be reasonably requested by the TIEZA.

Other works not mentioned in this document but necessary to complete the works are considered included in the bid submission. It is the bidders' responsibility to anticipate and include other items missed-out in this Term of Reference.

Prepared By:


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