



PEOPLE'S TELEVISION
P A R A S A B A Y A N

People's Television Network, Inc
Broadcast Complex, Visayas Avenue, Diliman, Quezon City 1100
www.ptv.ph

PHILIPPINE BIDDING DOCUMENTS (Procurement of Infrastructure Project)

**Waterproofing of Roof deck, Gutter and Third Floor
Open Area Including Parapet and G.I Roof and
Rehabilitation of Downspouts for People's Television
Network, Inc. (PTNI) Main Building**

ITB No. 2020-0025

Government of the Republic of the Philippines

**Sixth Edition
November 2020**

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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



PEOPLE'S TELEVISION
P A R A S A B A Y A N

People's Television Network, Inc
Broadcast Complex, Visayas Avenue, Diliman, Quezon City 1100
www.ptv.ph

Invitation to Bid for

Waterproofing of Roof deck, Gutter and Third Floor Open Area Including Parapet and G.I Roof and Rehabilitation of Downspouts for People's Television Network, Inc. (PTNI) Main Building

ITB No. 2020-0025

1. The *People's Television Network, Inc. (PTNI)*, through the *General Appropriations Act 2015* intends to apply the sum of *Seven Million Nine Hundred Thousand Pesos (Php 7,900,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Waterproofing of Roof deck, Gutter and Third Floor Open Area Including Parapet and G.I Roof and Rehabilitation of Downspouts for People's Television Network, Inc. (PTNI) Main Building or ITB No. 2020-0025*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *People's Television Network, Inc. (PTNI)* now invites bids for the above Procurement Project. Completion of the Works is required *Ninety (90) calendar days*. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *People's Television Network, Inc. (PTNI)* and inspect the Bidding Documents at the address given below from **9:00 AM – 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **26 November 2020** from given address and website/s below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand pesos (Php 10,000.00)* .The Procuring Entity shall allow the bidder to present its proof of payment for the presented in person, by facsimile, or through electronic means.

6. The *People’s Television Network, Inc. (PTNI)* will hold a Pre-Bid Conference on **3 December 2020, 10:00 am** at *Bids and Awards Committee (BAC) Secretariat/Project Management Office (PMO), 3rd Floor, PTNI Broadcast Complex, Visayas Avenue, Diliman, Quezon City* and/or through videoconferencing/webcasting *via Zoom*, which shall be open to prospective bidders.

Meeting ID: 872 0630 1084
Passcode: 2020-0025

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **21 December 2020, 10:00 am**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.
9. Bid opening shall be on **21 December 2020, 10:00 am** at the given address below *Bids and Awards Committee (BAC) Secretariat/Project Management Office (PMO), 3rd Floor, PTNI Broadcast Complex, Visayas Avenue, Diliman, Quezon City* and/or through videoconferencing/webcasting *via Zoom*. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.

Meeting ID: 857 2566 6413
Passcode: 2020-0025

10. *Other necessary information deemed relevant by the Procuring Entity*

PTNI’s Health and Safety Protocols in Procurement
To avoid transmission of covid-19, the Bids and Awards Committee will observe strict health protocols at all times and as we shift to the new normal work guidelines, we will adapt new measures on procurement activities of the network.
<p>Purchasing of Bid Documents</p> <p>A.1 The cashier is available every Monday and Tuesday only. A.2 Personal payments and transaction will be done at the entrance gate only, bidders are encouraged to purchase through PTNI’s Bank Account (Land Bank of the Philippines). Account Name: PTNI Account Number: 3212100497</p>
<p>Pre-Bid Conference</p> <p>B.1 Pre-bid Conference will be done through videoconferencing. B.2 All interested bidders must send through email at <i>bacsecretariat@ptni.gov.ph</i>, a letter of intent with the name of the company representative and his/her contact detail (mobile/telephone number and email address) to participate in the conference. B.3 All interested bidders must send their clarifications and queries through email at <i>bacsecretariat@ptni.gov.ph</i> which will be answered through bid bulletin to be posted in PhilGEPS and Procuring Entity’s Website.</p>

Opening and Submission of Bids

C.1 PTNI will still require physical submission of bid tenders.

C.2 The bidder must submit its bid on time with proper label or sealing.

C.3 Bidder may have one (1) representative to attend physically during the Bid Opening whose shall enforce the following precautionary measures among themselves

- Observe physical distancing
- Wear face mask (at least 3-ply surgical mask, preferably N95 mask) and face shield at all times
- Submit duly accomplished **Health Declaration Forms** and **COVID-19 Negative Rapid Antigen Test (AgT) or RT-PCR Test Results** 48-72 hours before the date of Opening of Bids. Bidders may also participate virtually and watch the activity through video conferencing via Zoom.

11. The **People's Television Network, Inc. (PTNI)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

BAC Secretariat

People's Television Network, Inc. (PTNI)

3rd Floor, PTNI Broadcast Complex,

Visayas Avenue, Diliman, Quezon City

bacsecretariat@ptni.gov.ph

0956-738-4512 / 0961-693-8333

www.ptni.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: ptni.gov.ph/procurement



Atty. Jason Shaheer H. Salendab
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *People's Television Network, Inc. (PTNI)* invites Bids for the *Waterproofing of Roof deck, Gutter and Third Floor Open Area Including Parapet and G.I Roof and Rehabilitation of Downspouts for People's Television Network, Inc. (PTNI) Main Building*, with Project Identification Number *ITB No. 2020-0025*.

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 *General Appropriations Act 2015* in the amount of *Seven Million Nine Hundred Thousand Pesos (Php 7, 900,000.00)*.

2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They

or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA’s CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be “similar” to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address ***Bids and Awards Committee (BAC) Secretariat/Project Management Office (PMO), 3rd Floor, PTNI Broadcast Complex, Visayas Avenue, Diliman, Quezon City*** and/or through videoconferencing/webcasting ***via Zoom*** 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 ***One Hundred Twenty (120) Calendar Days***. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

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

20. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR

Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause													
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p><i>Waterproofing of concrete floor roof deck/rooftop and/or concrete wall of a building using multi-co polymerized resin with nano silica or similar material of an approved or equivalent.</i></p>												
7.1	<i>Subcontracting is not allowed.</i>												
10.3	<p>The required PCAB license for this project is as follows:</p> <p style="margin-left: 40px;">a. License Category: Trade E b. License Classification: Small 'A' for waterproofing work (SP-WP)</p>												
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Key Personnel</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>General Experience</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;">✓ One (1) Project-In-Charge –</td> <td style="vertical-align: top;">At least five (5) years of experience in</td> <td style="vertical-align: top;">waterproofing and construction supervision.</td> </tr> <tr> <td style="vertical-align: top;">✓ One (1) Foreman –</td> <td style="vertical-align: top;">At least three (3) years of experience in</td> <td style="vertical-align: top;">waterproofing and construction supervision;</td> </tr> <tr> <td style="vertical-align: top;">✓ One (1) Safety Officer –</td> <td style="vertical-align: top;">Safety Officer with Certificate of Training</td> <td style="vertical-align: top;">Issued by or in coordination with BWC or DOLE.</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	✓ One (1) Project-In-Charge –	At least five (5) years of experience in	waterproofing and construction supervision.	✓ One (1) Foreman –	At least three (3) years of experience in	waterproofing and construction supervision;	✓ One (1) Safety Officer –	Safety Officer with Certificate of Training	Issued by or in coordination with BWC or DOLE.
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>											
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10.5	<p>The minimum major equipment requirements are the following:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Equipment</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Capacity</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;">• One (1) Unit Truck for Hauling, Disposal, Delivery, Mobilization and/or Demobilization.</td> <td></td> <td></td> </tr> <tr> <td style="vertical-align: top;">• Two (2) units Jack Hammer</td> <td></td> <td></td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	• One (1) Unit Truck for Hauling, Disposal, Delivery, Mobilization and/or Demobilization.			• Two (2) units Jack Hammer					
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• One (1) Unit Truck for Hauling, Disposal, Delivery, Mobilization and/or Demobilization.													
• Two (2) units Jack Hammer													
12	<i>Alternative Bids are not allowed.</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 style="margin-left: 40px;">a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p style="margin-left: 40px;">b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>												
19.2	Partial Bids are not allowed.												
20	<i>List licenses and permits relevant to the Project and the corresponding law</i>												

	<i>requiring it or state "None."</i>
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.</p> <ul style="list-style-type: none"> • Organizational Chart for the contract to bid; • Duly signed Bio-Data of Contractor's Key Personnel. • Duly notarized Affidavit of Commitment from the bidder's Key Personnel • Duly signed Construction Schedule, S-Curve and PERT-CPM Network Diagram; • Duly signed Manpower Schedule • Duly signed Construction Method in narrative form • Certification of Site Inspection issued by the Manager or his authorized representative • Construction safety and health program approved by DOLE

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

2. **Sectional Completion of Works**

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

3. **Possession of Site**

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

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

4. **The Contractor's Obligations**

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	<i>No sectional completion of work.</i>
4.1	<i>The Procuring Entity shall give possession of all parts of the Site to the Contractor from the Notice to Proceed.</i>
6	The site investigation reports are: <i>“None”</i>
7.2	<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>
10	<i>No dayworks are applicable to the contract.</i>
11.1	The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within Ten (10) calendar days upon the receipt of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>“None”</i>
13	The amount of the advance payment is: <i>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</i>
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required is <i>“None”</i> The date by which “as built” drawings are required is Seven (7) calendar days upon completion of the project.
15.2	No amount will be withheld for failing to submit “as built drawings within the date required. However, the approved As-Built Drawings shall form part of the requirements in processing the final Progress Billing payment.

Section VI. Specifications

TERMS OF REFERENCE (TOR)

- I. PROJECT NAME** : Waterproofing of Roof deck, Gutter and Third Floor Open Area including Parapet and G.I Roof and Rehabilitation of Downspouts for People’s Television Network, Inc. (PTNI) Main Building
- II. CONTRACT PRICE** : Seven Million Nine Hundred Thousand Pesos (Php 7,900,000.00)
- III. DELIVERY PERIOD** : 90 days after the Issuance of Notice to Proceed.

IV. SPECIAL INSTRUCTION

1. The Bidder must have an experience of having completed a single contract that is similar to this project, equivalent to at least fifty (50%) of the Approve Budget for the Contract (ABC).

For this purpose, similar contract/project shall refer to waterproofing of concrete floor roof deck/rooftop and/or concrete wall of a building using multi-co polymerized resin with nano silica or similar material of an approved or equivalent.

2. If the single largest completed contract submitted by the bidder pertains to a construction/renovation/rehabilitation of a building, only the cost/contract price of the waterproofing component of the said construction/renovation/rehabilitation contract shall be considered in the evaluation of the bidder’s qualification. The waterproofing component of said contract must be in accordance with the definition of a similar project/contract stated above.
3. The single largest completed contract submitted by the bidder may pertain to an eligible bidder’s Post-Qualification Document, provided that the said documents are still valid or not expired during the Bid Opening. If any of the said documents has expired, the updated documents must be submitted together with the Valid Philippine Government Electronic Procurement System (PhilGEPS) Registraton Certificate (Platinum Membership) and must be part of the Technical Component envelope.
4. Bidder must submit, as part of its “Technical Component” envelope the following:
 - Valid PhilGEPS Registration (Platinum Membership)
 - Registration Certificate from Securities and Exchange Commission (SEC), DTI (for Sole Proprietorship); and CDA (for Cooperatives)
 - Valid Mayor’s /Business Permit

- Valid Tax Clearance
- Valid PCAB License at least Trade/E, and Registration Particular for at least Small 'A' for waterproofing work (SP-WP)
- Audited Financial Statement for CY 2019 stamped "received" by the BIR or its duly accredited and authorized institution

The documents above must be submitted as part of the eligible bidder's Post-Qualification Documents and the same must still be valid or not expired during the Bid Opening. If any of the said documents has expired, the updated documents must be submitted together with the Valid PhilGEPS Registration Certificate (Platinum Membership) and must be part of the "Technical Component" envelope.

4.1 Statement of all 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.

4.2 Statement of similar government and or private contract or contracts completed. The Statement must include either the bidder's Single Largest Completed Contract (SLCC) or other completed similar contracts whose individual amount is at least 50% of the ABC.

4.3 In case of Joint Venture, Joint Venture partners/parties must submit the required document in accordance with item IV.4

a. If a bidder/contractor will participate in the bidding individually, contractor's Individual PCAB License must be submitted pursuant to Section 37 of RA 4566. If several bidders/contractors will participate in the bidding as Joint Ventures, a Joint PCAB License must be submitted pursuant to Section 38 of RA 4566.

b. In case of Joint Venture, the partner/party who is responsible for the submission of the NFCC shall also submit the following:

- Statement of All of Ongoing Contracts (as part of Technical Components), and;
- Audited Financial Statements in accordance with the provisions/requirements stated in ITB clause 12.1(a)(i) of the Bid Data Sheet.

c. If applicable, the bidder must submit the Joint Venture Agreement with the disclosure of percentage of ownership of the parties.

4.4 For conformity with the technical specification as enumerated and specified in the Bidding documents, the bidder must submit a signed Letter of Conformity to be printed in the bidder's letterhead and using the form prescribed in the bidding documents.

4.5 Project Requirements shall include the following;

- i. Organizational Chart for the contract to bid;
- ii. Duly accomplished and signed List of Contractor's Key Personnel to be assigned to the contracts to be bid;

Full time:

- ✓ One (1) Project-In-Charge - At least five (5) years of experience in waterproofing and construction supervision.
- ✓ One (1) Foreman - At least three (3) years of experience in waterproofing and construction supervision;
- ✓ One (1) Safety Officer - Safety Officer with Certificate of Training Issued by or in coordination with BWC or DOLE.
- ✓ One (1) Administrative Staff - college graduate with at least three (3) years of experience in administrative work/task related to infrastructure project.

A full time Project-In-Charge may assume another designation/role/function provided that this person meets the required qualification/s as follows:

- ✓ Project-In-Charge may also be the Safety Officer.

However, the following are the designations/roles/functions that shall be assumed/performed only by different individuals:

- ✓ Foremen
- ✓ Administrative Staff

- iii. Duly signed Bio-Data of Contractor's Key Personnel.
- iv. Duly notarized Affidavit of Commitment from the bidder's Key Personnel
- v. List of contractor's equipment unit, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project
- vi. Duly signed Construction Schedule, S-Curve and PERT-CPM Network Diagram;
- vii. Duly signed Manpower Schedule

- viii. Duly signed Construction Method in narrative form
- ix. Certification of Site Inspection issued by the Manager or his authorized representative
- x. The bidder must submit an Omnibus Sworn Statement in accordance with the prescribed form. The Bidder must also submit a Notarized Secretary's Certificate, if required. In case of sole proprietorship, the bidder must submit a Special Power of Attorney (SPA) if the proprietor/owner has assigned/appointed a person to, on his/her behalf, represent the company in the bidding with PTNI and sign all documents pertaining to the project/contract to be bid.
- xi. The financial component shall also include the following documents:
 - 1. Signed Bill of Quantities
 - 2. Detailed estimates indicating the unit prices of constructions materials, labor rates and equipment rental used in coming with the bid (using the prescribed Detailed Unit Price Analysis form)
 - 3. Cash Flow of payments Schedule (using the prescribed form in the bidding document)
- xii. All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity's Representative before its use.

V. GENERAL INSTRUCTIONS

A. Licenses and Permits

The Contractor shall secure from the government agencies all necessary licenses and permits needed to proceed with the construction of the Project.

B. Temporary Structures and Services

i. Toilets

The Contractor shall provide suitable portable toilet facilities at approved location with proper enclosures for the use of workmen, and shall maintain same in sanitary operable conditions, all in conformity with the local regulations.

ii. Other Temporary Structures

The Contractor shall provide such other temporary structure as maybe required for safe storage of tools and materials. Such structures shall be located only where previously approved.

iii. Temporary Electric Power

The Agency shall provide for Temporary Power Facility required for the entire construction phase. The Contractor shall provide conduits, wires, connections, accessories, and labor.

iv. Temporary Water Supply

The Agency shall provide temporary water facility that will be used during the entire construction stage. The Contractor shall provide pipes, fittings, connections, accessories, and labor.

v. Temporary Scaffolding, Hoist, etc.

The Contractor shall install, operate and maintain adequate number of temporary hoists, scaffolds, runways, ladders, and the like if required for the proper execution of the work. Safety precautions shall at all times be observed.

vi. Removal of Temporary Structures and Services

All temporary structures and services installed by the Contractor shall be removed by the Contractor on completion of this Contract or as directed by the Agency. The Contractor shall restore any damage, alteration, caused by such removal and during the project implementation.

C. Protection of Work, Property and Persons

The Contractor shall protect the work of employees, equipment at the Agency's property and adjacent property from damage for any cause whatsoever, and shall be responsible for any damage or injury (including death) due to his act or neglect. These provisions are solely for the benefit of third persons.

The Contractor shall provide watchmen and erect all planking bridges, bracings, lights and warning signs necessary for the public. The Contractor shall provide scaffolds, tarpaulins, or similar items as directed by the Agency to protect Owners, equipment and employees and shall if necessary, seal off his work so as not to interfere with Agency's business operation.

C.1 Watchmen Service

- The Contractor shall provide reputable watchmen service or in lieu thereof, any approved protective service to guard the construction area against vandalism, theft, and mischief. Such service should be in operation at all hours that the Contractor's supervisory staff is not in attendance at the site, 24 hours per day and 7 days per week from the date of Contractor starts work until the date of final acceptance of the work under this Contract.

- Watchmen or approved protective service shall continue uninterrupted during delays in the work such as inclement weather, delays in delivery, and the like. In the event of any official work stoppage of the project, make immediate arrangements with the Agency regarding watchmen service continuation and cost thereof during the time the work will be stopped. If such official stoppage is found to be due to fault, neglect or improper work performance of the Contractor, the extra cost for watchmen service shall be borne by the Contractor.

The Contractor shall be responsible for any injury, loss or damage to any presently existing improvements on the premises caused by him or his employees/agents and in the event of such injury, loss or damage shall promptly make such repairs or replacement as required by the Agency without additional cost to the Agency.

During the progress of the work, the Contractor shall protect all finished work as soon as it is erected and shall maintain such protection until such time they are no longer required.

D. Inspection and Test

The Contractor shall permit and facilitate inspection of the work by the Agency or the authorized representative, and the public authorities having jurisdiction at all times during the progress of the work.

The Contractor will be responsible for all test and engineering services required by the Specifications. The cost for inspection or tests not required by the specification but which the Agency requires, will be borne by the Agency.

All tests shall be performed by the testing agency approved by the Agency and shall be in accordance with the current standards of the American Society for Testing and Materials unless otherwise specified by the Agency. The Contractor shall furnish the Agency with 2 copies of the test procedures used.

E. Pestilence Control

Contractor shall guard against and if necessary, exterminate rodents, termites, vermin and other pests. All job personnel shall be required to dispose of garbage and refuse in covered metal containers, which Contractor shall furnish and empty regularly at the designated area identified by Agency. Should services of extermination firm be necessary, the Contractor shall provide such services.

F. Cleaning

The Contractor shall at all times keep the premises from accumulation of waste materials or rubbish caused by his employees or the work by providing trash receptacles. At completion of the work he shall remove from the building and site all rubbish, scaffolding and surplus materials and shall leave the work broom clean, unless otherwise specified. If the Contractor fails to keep the

premises clean, the Agency may remove the waste materials and rubbish; charge the expense of such removal to the Contractor.

The Contractor shall thoroughly wash and clean all glass and hardware, remove stains, spots, smears, marks and dirt from all surfaces; clean fixtures, wash terrazzo, tile floors and all exposed concrete so as to present clean work to the Agency for acceptance.

G. Final Completion

The term final completion, means the completion of all work called for under the Contract to include but not limited to satisfactory operation of all the work done, by means of acceptance tests, correction of all punch list items to the satisfaction of the Agency, settlement of all claims, if any payment and release of all record of all mechanics materials, men and like lines, delivery of all guarantees, as built drawings, removal of all rubbish, tolls scaffoldings and surplus materials and equipment from the job site.

H. Punchlist

The list prepared by the Agency of the Contractor's uncompleted, defective or uncorrected work. This shall be reflected in the Punchlist Form and is marked as Annex "A" of the Certificate of Completion, upon the satisfactory completion of the corrective works.

I. Safety and Accident Reports

The Contractor shall take necessary precautions for the safety of all employees; Agency's Representatives. The Contractor shall comply with all instructions and Government Safety laws and Building Codes to prevent accident or injury to persons on about or adjacent to the premises as well as for the protection of adjacent property where work is performed.

VI. GENERAL SCOPE

1. Description of the Project

The project calls for the supply and application of waterproofing at the selected portion of the roof and rehabilitation of downspouts at the PTNI Main Building to protect from rain water leaks. Work shall include supervision, labor, supply and application/installation of materials, equipment and services necessary to properly conduct and produce the desired work product. Included herein are all temporary works and structures necessary for an efficient, smooth and up to date completion of the contract.

2. General Requirements

The work includes furnishing of materials, labor, tools, equipment, consumables, technical supervision and other services necessary for the completion of the proposed waterproofing at the selected portion of the roof and rehabilitation of

downspouts at the PTNI Main Building, all in accordance with the specifications and subject to the terms and conditions of the contract.

3. Workmanship

All operations/undertakings required in any and all parts of the plans and technical specifications shall be undertaken in an orderly, workmanlike manner. Only qualified and skilled personnel with sufficient experience in similar operations nominated by the Contractor/Supplier shall be allowed to undertake the same.

4. Inspection of site

The Bid is deemed to have been based on current data, including physical conditions at the site. The Contractor acknowledges and warrants that it has inspected and examined the site and their surroundings, and has satisfied itself by submitting its Bid as to the requirements of the work and materials necessary for the completion of the works, and the means of access to the site, the accommodation it may require, and that it has obtained for itself, all necessary information as to risks, contingencies and other circumstances which may have influenced or affected its Bid. No increase in cost or extension of time will be considered for failure to familiarize, inspect and examine the site condition.

5. Changes

The PTNI reserves the right to make minor changes in details of works and materials as it may deem necessary to fully implement the requirements of the plans and specifications. These changes may include revision or modifications of shapes and dimensions of elements due to actual site conditions and thereby will not entail the deletion or addition of items of work, including materials to be used, specified in the contract.

6. Conflicts between plans and specifications

Should there be any conflict between indications on drawings and provisions in specifications same shall be referred to the PTNI decision on the matter and whose opinion shall be final. Any omission in the specification of work or works to be undertaken but is/are necessary for the completion of work, shall be undertaken by the Contractor as if indicated on drawings, without extra compensation. Such works shall be done in the usual manner as required to ensure quality of both materials and workmanship.

7. Rejections

Materials or completed work not conformance with the provisions of these Specifications shall be rejected outright at any time during the progress of the work. The Contractor shall receive copies of rejection reports of materials and workmanship made by the Agency. Any part of the work that has been done and is not of quality required by reasonable interpretation of the plans and specifications shall be torn down or removed immediately and rebuilt or

otherwise remedy such work in accordance with the requirements of the plans and specifications at the expense of the contractor

8. Contractor's Responsibilities

- a. The principal features of the work do not in any way limit the responsibilities of the Contractor to the general description of his scope of work. He shall perform all the work fully and make operational to the intent of the project.
- b. The Contractor shall be responsible for the proper execution and coordination of his work. He shall schedule and program all necessary work activities according to the specified completion period.
- c. The Contractor shall be responsible for all damages in case of all new leak occurrence during the duration of the project. Preliminary measure shall be applied to avoid any damages to the agency's equipment and/or properties.
- d. The Contractor shall observe the required standards of safety and procedures and that its contract and workers shall be properly insured against all risks. He shall provide/equip its workers with Personal Protective Equipment (PPE) during the course of construction/installation/application of materials. He shall observe the PTNI's house regulations to be issued together with the Work Permit.
- e. The Contractor shall indemnify and hold the other, its officers, directors, agents, stockholders, and employees, connected to PTNI, harmless from and against any and all damages, liabilities, costs, and expenses in any action or proceedings by any third party during the implementation of the project.
- f. The Contractor shall be responsible for securing PTNI issued work permits and compliance with other PTNI rules and regulations related to the construction works such as the Fire Precautions Guide. All workers/personnel working at site are required to wear company uniforms indicating their company name.
- g. The Contractor is not allowed to erect quarters for workers within the agency's premises; sleeping is also not allowed. Contractor's workers are limited to the designated working area only. Loitering around and inside the PTNI premises is not allowed.
- h. The Contractor shall be responsible for clearing and cleaning of the designated project site of unused materials, left over and other debris at the site; and disposal of the same outside of the PTNI premises. A daily inspection of the work area shall be conducted by the Contractor and PTNI's authorized representative to ensure that the working area and storage area assigned to the Contractor is clean and in order at all times.
- i. The Contractor shall protect adjacent areas against any damage by his employees, or by his materials, equipment and tools during the execution of

the work. Any damage done by him or his employees shall be repaired at his own expense, without additional compensation beyond the contract.

- j. Permits, Laws, Ordinances and Standards - The works provided for and specified herein shall comply with laws and regulations of the Quezon City and any government agency having jurisdiction. All necessary permits and other requirements shall be secured and for the account of the contractor. Said requirements shall be turned-over to PTNI upon project completion.
- k. The contractor shall assign a fulltime Project-In-Charge (PIC) for the project to supervise the works mentioned herein. Said PIC must be the one to report on a weekly/monthly basis of the status/progress of the project as agreed during the kick-off meeting and who shall be the one responsible for all coordination works with the PTNI's authorized representative/s.
- l. All other items of work not specifically mentioned but are necessary to complete the works in accordance with the plans and specifications and other related documents shall be provided by the contractor at no additional cost to the Agency.

9. Contract Duration/Completion Time

Contractor/Supplier shall complete and turn-over the project within ninety (90) calendar days reckoned from the date stated in the Notice to Proceed (NTP) to be issued by PTNI.

10. Submittals

a. Work Schedule

Before commencing any work or providing any materials at the jobsite for this project, the Contractor shall submit samples, project Bar Chart/S-Curve and PERT/CPM Network Diagram for the PTNI's approval within five (5) calendar days upon receipt of Notice to Proceed.

b. Contractor's All-Risk Insurance

The Contractor's All Risk Insurance (CARI) shall be submitted to PTNI within ten (10) calendar days upon receipt of Notice of Award (NOA) to be issued by the Procurement Office.

- c. The Contractor shall submit to PTNI, the proposed delivery of materials, tools & equipment; and manpower schedules for proper monitoring five (5) calendar days after the Pre-construction/kick-off meeting.

d. Materials Samples/Brochures/Certificates

The Contractor shall submit samples and/or technical brochures of all materials to be used in the project within ten (10) calendar days upon receipt

of Notice to Proceed which include but may not be limited to the following for PTNI's approval:

- Water Proofing Materials/Brochures with technical specifications.
 - Manufacturer's printed Product Installation Instructions.
 - Manufacturer's Warranty Certificate covering the five (5) years product warranty after application.
- e. Prior to issuance of the Certificate of Completion (COC) the following shall be submitted to PTNI. PTNI reserves the right not to issue a Certificate of Satisfactory Performance on the basis of the non-submission of any of the items below:
1. Test results/report for leak test/s.
 2. As-built Plans – Plans should be approved by PTNI. The Contractor shall submit shop drawings as may be required by the Agency. A complete set of As-Built Drawings in printed form (20" x 30") and/or A3 whichever is required by the Owner and an electronic copy (USB Flash drive) in AutoCAD.
- f. Safety Program

The Contractor is required to have a suitable Construction Safety and Health Program, which must be in accordance with Occupation Safety and Health (OSH) Standard, rules and issuances by the DOLE and standards of the PTNI. The program shall state the following:

- Composition of Construction Safety and Health Committee
- Specific safety policies which the contractor shall observe at the area of construction which include but not limited to Fall Protection, Chemical hazards, and Materials Handling and Storage.
- Penalties and sanctions for violations of the program.
- The Manner of disposing waste arising from the construction; and

The safety program shall also include the appointment of a full-time safety officer-in-charge of the implementation of the said program.

11. Warranty

The Contractor shall guarantee the work done to be free from defects for a period of Five (5) years reckoned from acceptance of the project. Form of warranty shall

be in accordance with the provisions in Section 62 of the Revised Implementing Rules and Regulations (IRR) of R.A. 9184.

12. Payments

- a. Payments to the Contractor will be made only for the actual accomplishment and/or material utilized, certified by the PTNI as performed by the Contractor in accordance with the plans, specifications and program of works/construction schedule.
- b. Payments in accordance with the above paragraph shall be considered full compensation for furnishing materials, labor, tools and equipment, and for performing all work contemplated and embraced under the Contract.
- c. Payment shall be made upon complete submission of all documents required by the Agency as indicated in this Scope of Works and Specifications and other contract documents.
- d. It is the responsibility of the Contractor to ensure that their performance bond is updated and valid until the Agency issue the final Certificate of Acceptance. The Contractor shall submit the endorsement/amendments to PTNI on extension or revisions to its validity, as maybe necessary, not later than seven (7) days before the expiration of the originally submitted Performance Bond. No payment shall be made unless the Performance is updated.
- e. All payments made shall be subject to ten percent (10%) retention and to PTNI's Accounting Rules and Regulations.

13. Others

- a. Penalty Clause for Uncollected Debris and Uncleaned Work Area

Contractor shall not be issued with the Certificate of Satisfactory Performance as penalty for uncollected debris and uncleaned work/storage area. An amount equivalent to the cost of hauling shall likewise be deducted from the contract cost of the project.

- b. Construction Safety

The Contractor shall be required to adhere to applicable safety provisions stated in the Occupational Standard for Safety and Health (OSSH) and with PTNI House Rules and Safety Guidelines at all times for the duration of the project.

The contractor shall be required to perform a regular tool box meeting among workers and their respective supervisors for the purpose of instructions,

discussions and proper briefing of planned works, the possibility or actual occurrence of accidents at the site and preclusions.

c. Quality Assurance

1. Materials

- Materials to be used for identified area of waterproofing type shall be products of a single manufacturer or items standard with manufacturer of waterproofing system.
- Provide primers and other secondary materials that are produced or are specifically recommended by manufacturer of multi-co polymerized resin + nano silica.
- Manufacturer of waterproofing materials to be used in the project shall warrant their product performance for a period equivalent to the Applicators' installation warranty of five (5) years commencing from date of completion of the project certified by PTNI authorized representative.

2. Applicator

Applicator shall be an approved applicator, trained in application techniques and procedures of multi-co polymerized resin + nano silica.

3. Suspension of Work

The PTNI or its duly representative shall have the authority to suspend the work wholly or partly by written order for such period necessary due to force majeure or any fortuitous event or for failure on the part of the Contractor/Supplier to correct bad conditions which are unsafe for workers or for the general public to carry out valid orders given by the PTNI or to perform any provision of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction/installation. The Contractor/Supplier shall immediately comply with such order to suspend the work wholly or partly.

In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor/Supplier, the elapsed time between the effective order of suspending operation and the order to resume work shall be allowed the Contractor/Supplier by adjusting the Contract time accordingly.

4. Delivery, Storage and Handling

- a. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction/installation delays.

- b. Delivery: Deliver products to site on manufacturer's original, unopened, undamaged containers, identification labels intact.
- c. Handling: Handle and store products according to manufacturer's recommendations published in technical materials. Leave products wrapped or otherwise protected and under clean and dry storage conditions until required for installation.

VII. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

A. SCOPE OF WORK

The work consists of the furnishing of all necessary labor, materials, tools and equipment, including technical supervision necessary for the complete execution relative to the supply and installation of waterproofing and rehabilitation of downspout but not limited to the following:

1. Mobilization/Demobilization.
2. Provision of temporary facilities.
 - Temporary Enclosure using durable materials.
 - Safety signs & cautions - the Contractor shall provide safety signage/early warning signs visible at the jobsite.
 - Provide temporary storage of the materials and equipment.
3. Removal and disposal of the existing waterproofing materials at the Roof deck and parapet walls at the PTNI Main Building.
4. Preparation of concrete base at the roof deck (preparation works shall include the correction of slope to drain, repair of visible cracks, cleaning and de-clogging of floor drains and restoration of damaged surface).
5. Supply and installation of 4" Dome Type Deck Drain.
6. Identify and locate leaks at G.I. roof to be included for application of waterproofing.
7. Supply and application of primer for waterproofing at Roof Deck, Gutter, Third Floor Open Area, Parapet and portions of G.I. Roof with leaks.
8. Supply and application of at least 2.0 mm thick multi-co polymerized resin + nano silica waterproofing at Roof Deck, Gutter, Third Floor Open Area, Parapet and portions of G.I. Roof with leaks.
9. Installation of 50 mm thick concrete topping flooring, parapet and concrete gutter as protective layer of the waterproofing.

10. Reallocate the existing storm drainage into a hanging pipe using larger pipe fixed to the walls. The hanging pipes will be around 8-10 feet high from the ground.
11. Supply and Installation of 8" hanging pipes at the back of Studio A, Props Area of People's Television Network, Inc.
12. Installation of Hanger supports and pipe brackets at portions needed.
13. Plumbing materials shall be in accordance with the plans and specifications as directed by the PTNI or his/her authorize representative.
14. Excavation and Concreting of affected portion for access to main drainage.
15. Identify, Locate and Repair of leaking portion of downspouts at People's Television Network, Inc. Main Building.
16. Cleaning, clearing of the area and hauling of construction debris outside of PTNI area.
17. Temporary removal/dismantling and reinstallation of materials/equipment that may hamper on the work.

B. MATERIAL SPECIFICATIONS

1. Primer
 - Description:
 - Cold Applied Primer
 - a. low odor
 - b. 1:1.5 ratio of primer to water for primer use
 - c. For Cement and Mortar Intensifier use:
 - 21% Cement
 - 10% Water
 - 64% Standard Sand
 - 5% - 7% Primer
2. Multi-co Polymerized Resin + Nano Silica Waterproofing Reinforced at least 2mm thick.
 - i. Description:
 - Cold applied water proofing material. Manufactured with a multi-co polymerized resin + nano silica, strong cementing power resins, alkaline resistance and non-toxic/non-flammable for a durable, heat resistant, flexible and easily maintainable material.

C. EXECUTION

i. EXAMINATION & PREPARATION

Before installation, application and repair, verify that actual site conditions are acceptable for the application/installation of the waterproofing materials and for repair/installation of downspouts all in accordance with manufacturer's installation instructions and technical bulletins.

ii. INSTALLATION/APPLICATION

1. Install waterproofing and repair/install downspouts as indicated and in accordance with the respective manufacturer's application/installation instructions and recommendations.
2. Apply the primer as specified in the product instructions for the waterproofing.
3. For top coat cold applied waterproofing, follow manufacturer's guidelines on application of the material. Apply to a minimum of at least 2 mm thick (approximately 2 to 3 heavy coat) top coating film to achieved desired water resistance. Let each layer dry first before applying succeeding coat.
4. Full cure for at least 48 hours before water testing.

D. TESTING

All completed waterproofed and downspouts repaired/installed area after application/installation and thoroughly dried/cured shall be subjected to leak testing. This is to test the effectiveness and workmanship of the completed waterproofed and repaired/installed downspouts areas for possible leaks. All defects that will be found shall be repaired immediately.

During leak testing, all equipment should be protected in case of leak occurrence. Any damage/loss during the leak testing will be of the contractor's responsibility.

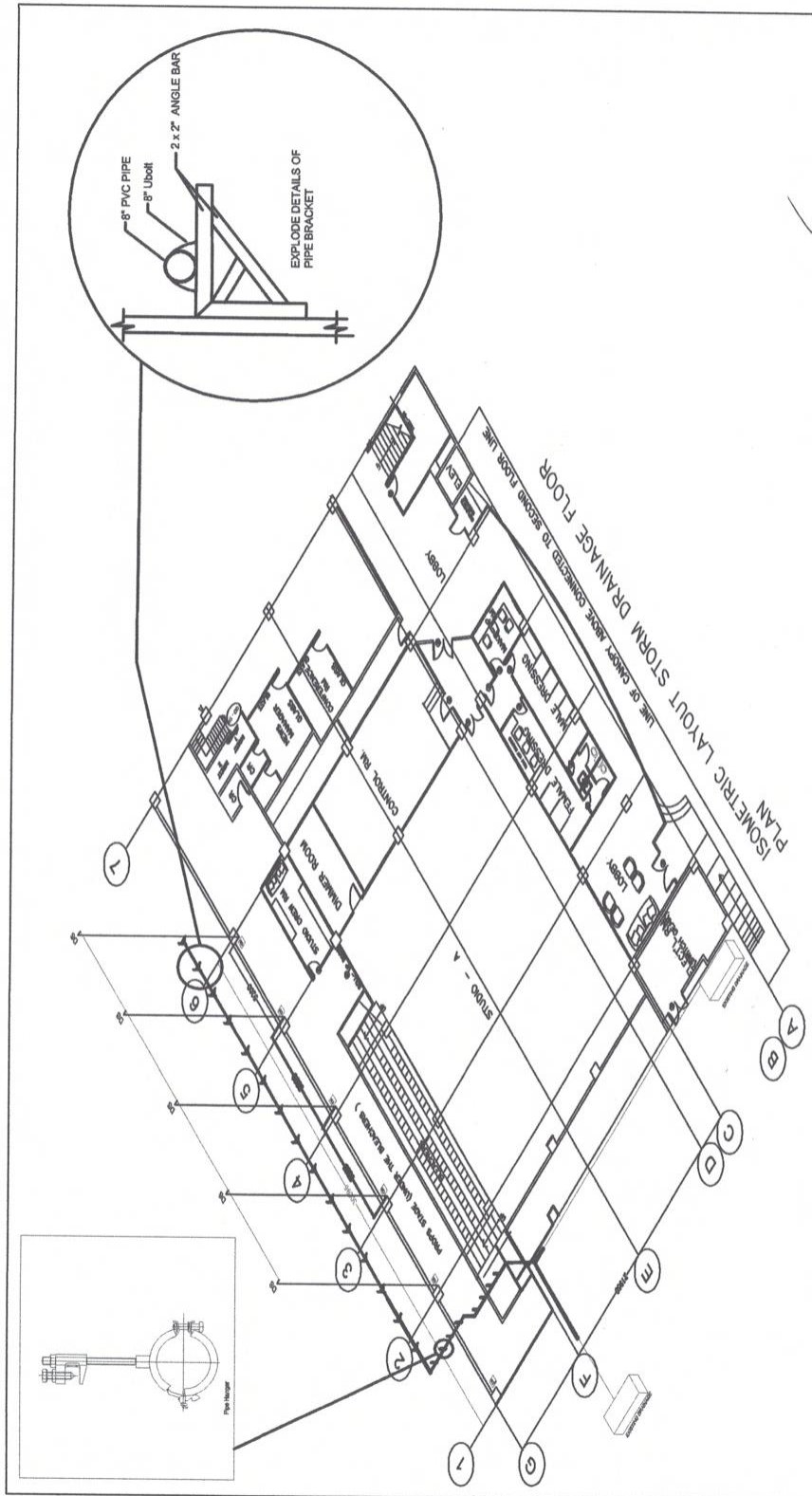
E. PROTECTION

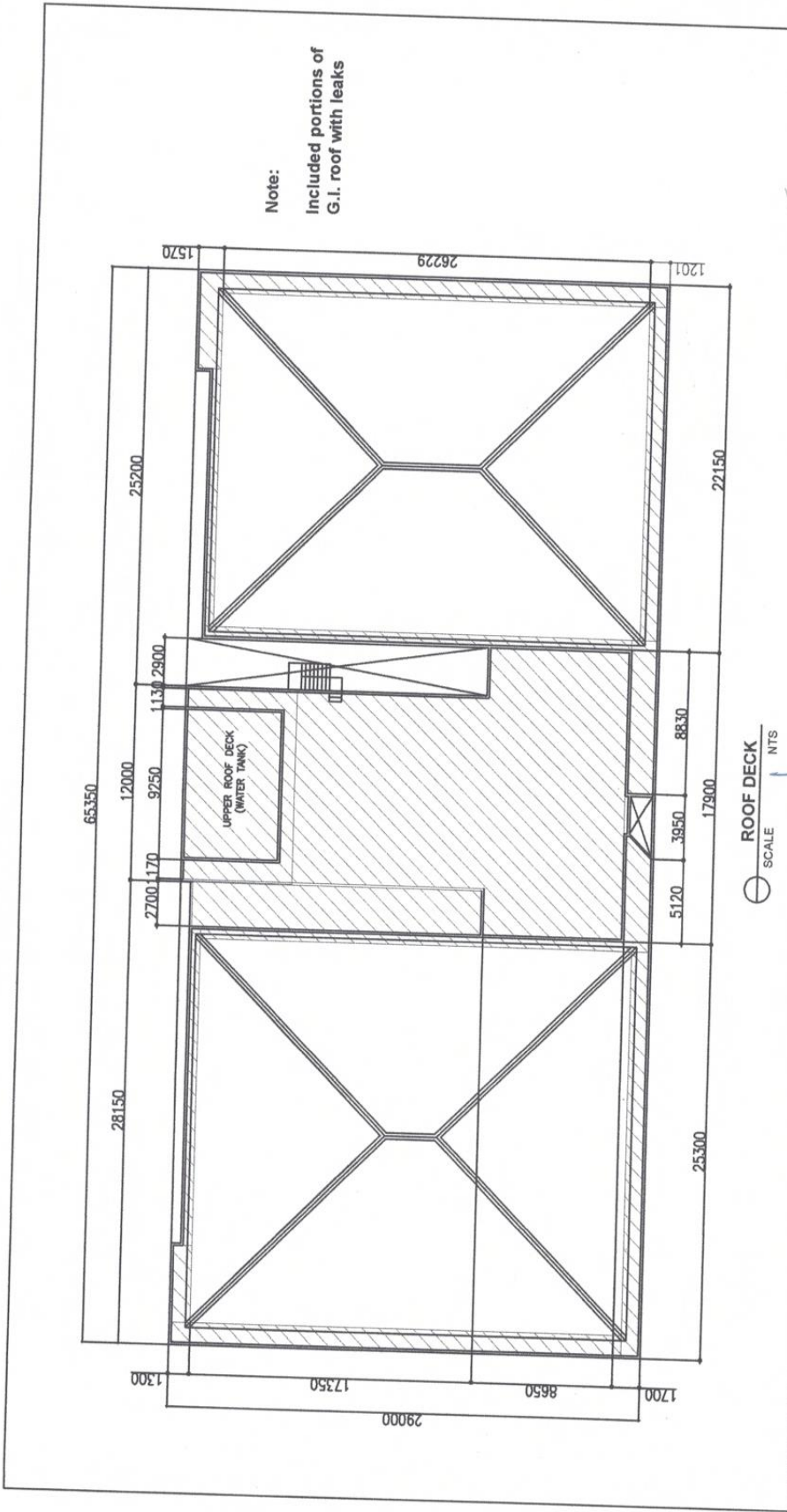
1. Protect areas with newly applied/installed waterproofing and downspouts repaired/installed from damage during implementation.
2. Eliminate construction traffic on newly applied and tested waterproofing material and downspouts repaired/installed. Do not store construction materials on waterproofed surfaces.
3. Observe all fire prevention policies and practices.

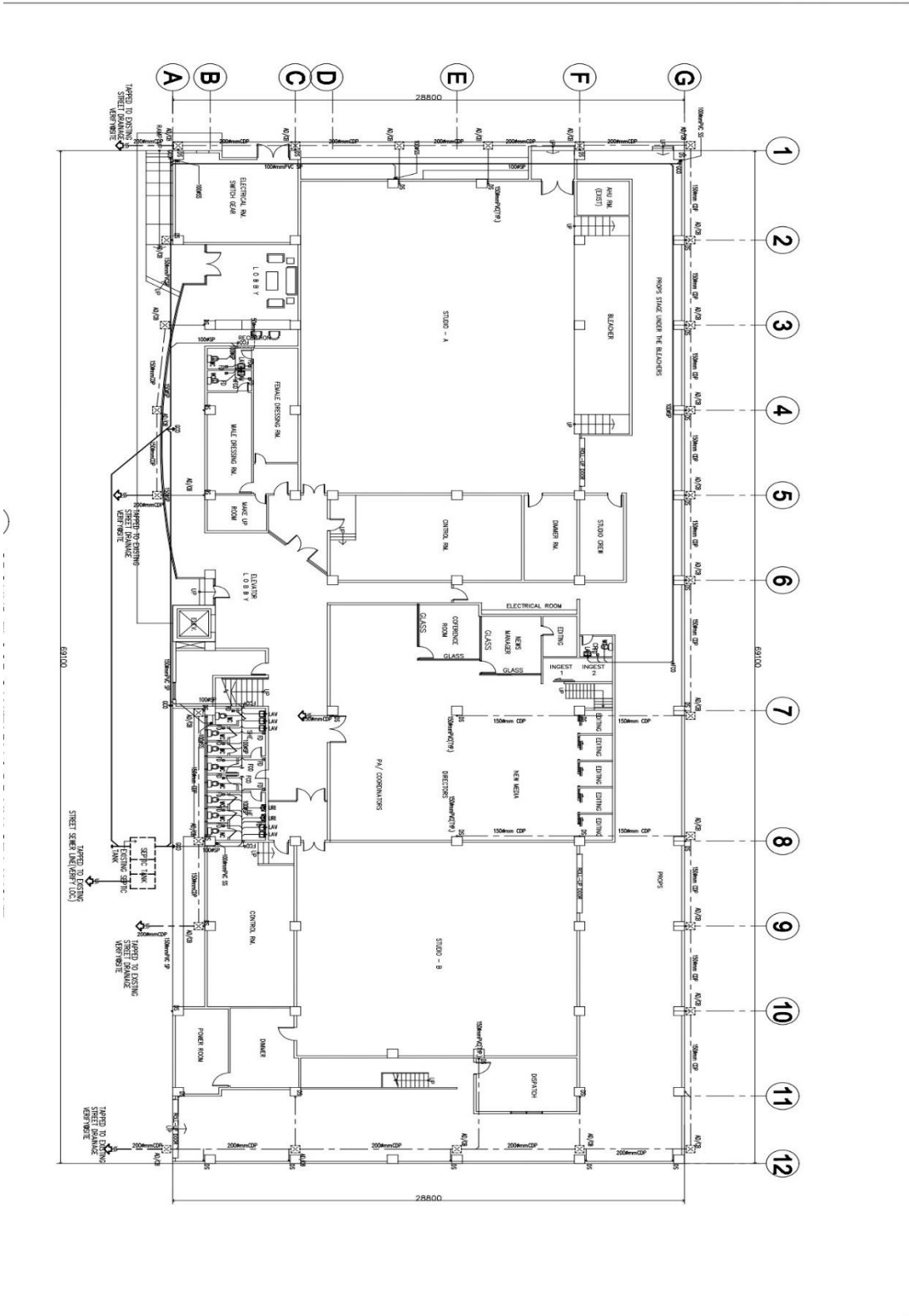
4. The days of correction or repair to all damaged waterproofing applied/installed and downspouts repaired/installed after the completion of the project but within the warranty should be within three (3) calendar days upon report.

Section VII. Drawings

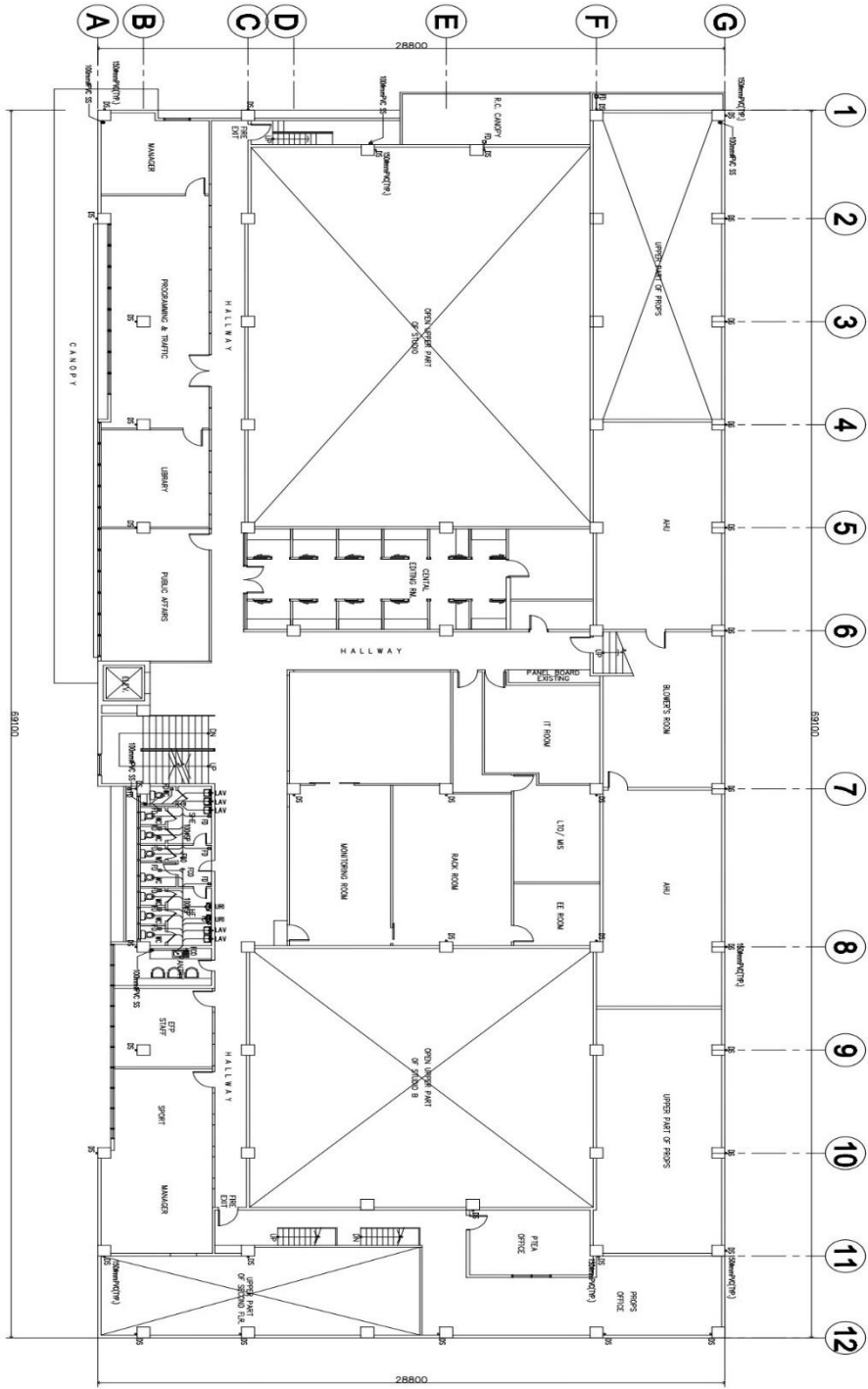
For Downspout



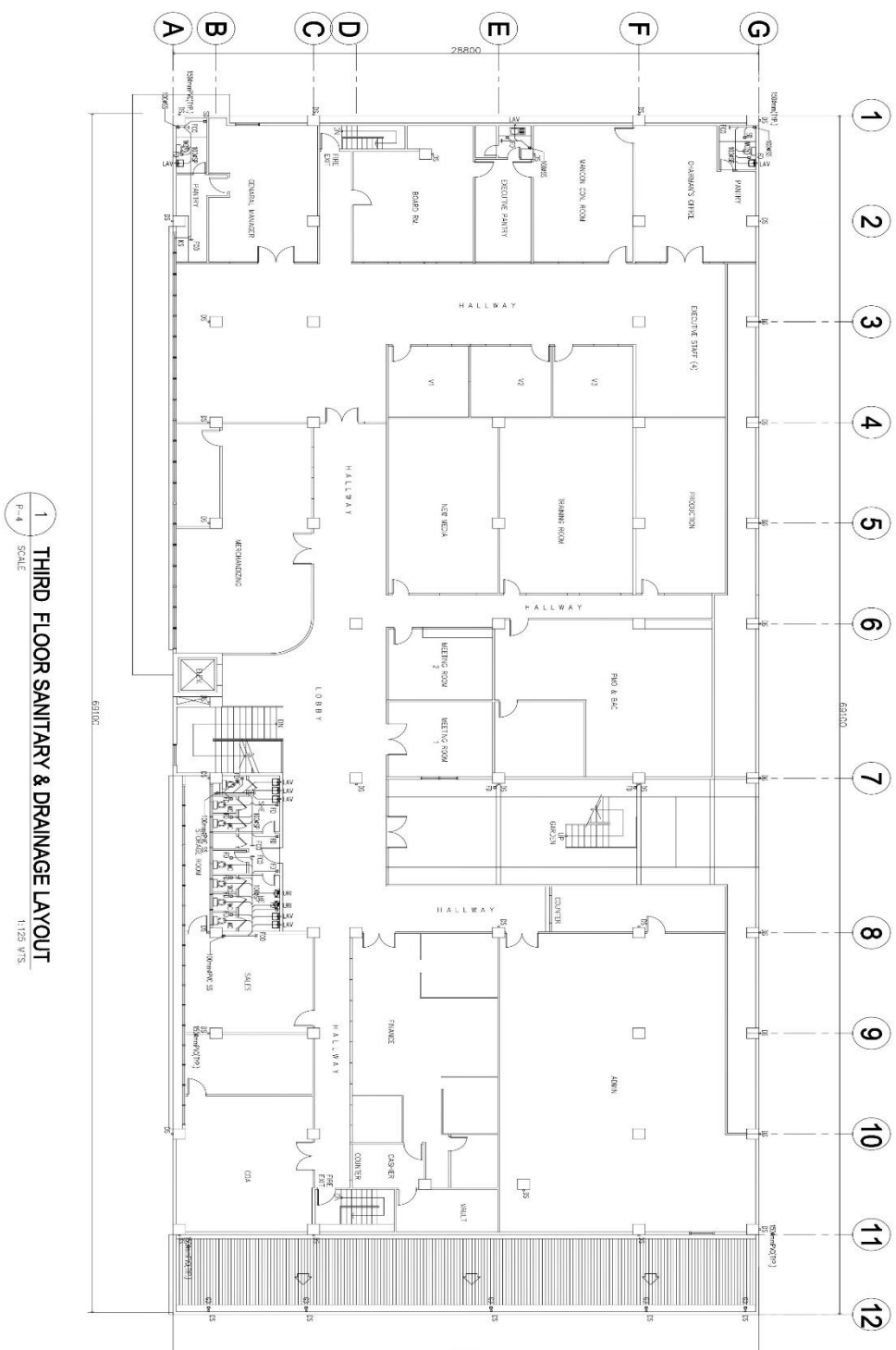




Ground floor Area

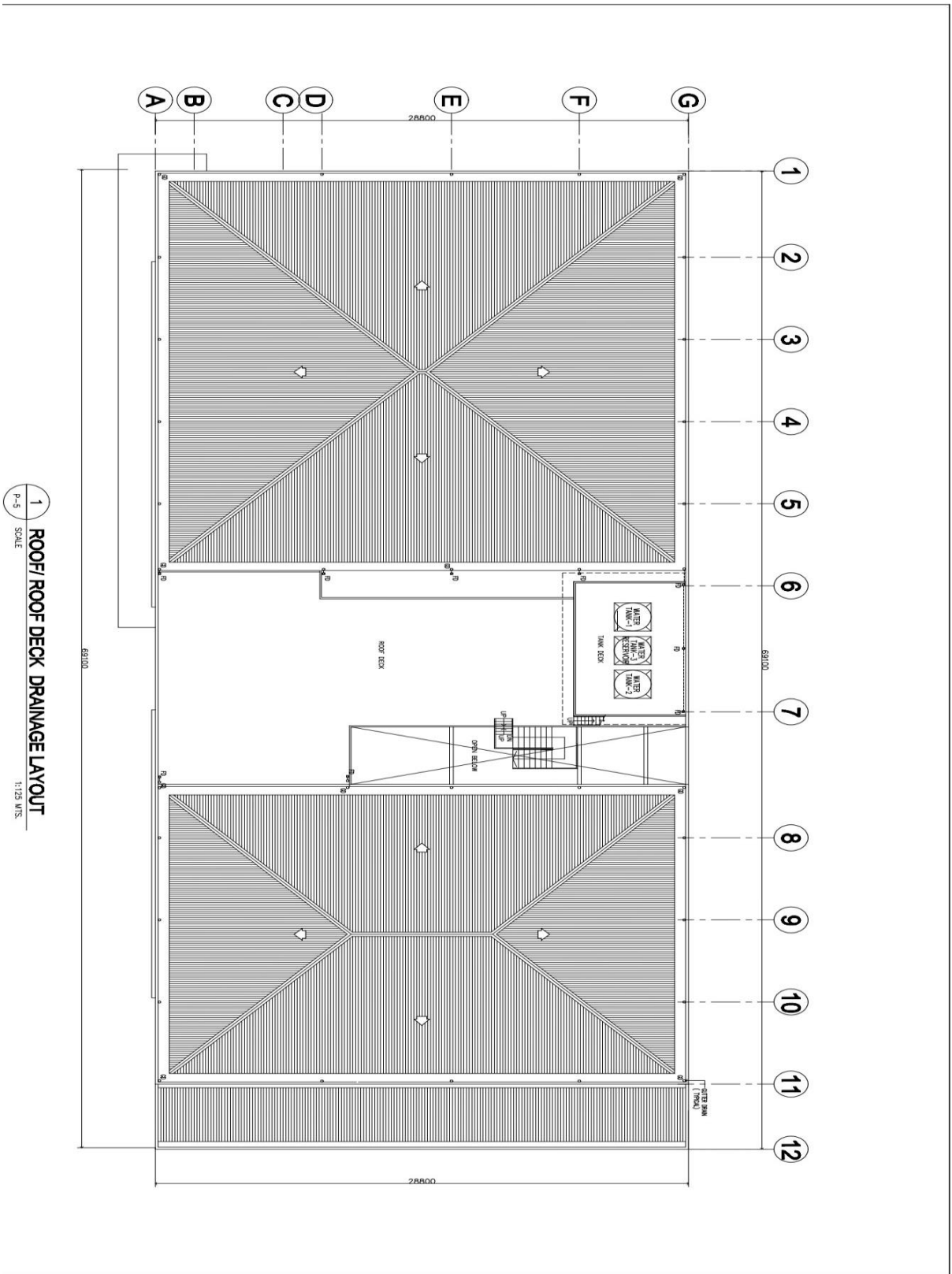


Second Floor Area



1 THIRD FLOOR SANITARY & DRAINAGE LAYOUT
 P-4 SCALE 1/32" = 1'-0"

Third Floor Area



Roof Deck Area

Section VIII. Bill of Quantities

3.1.2	Supply and Application of Primer								
3.1.3	Supply and Application of Multi-co polymerized resin + nano silica								
3.1.4	50mm Concrete Floor Topping (Slope Correction)								
3.2	Roof Deck Slab, Concrete Gutter and Parapet								
3.2.1	Supply and Installation of 4" Dome Type Deck Drain								
3.2.2	Supply and Application of Primer								
3.2.3	Supply and Application of Multi-co polymerized resin + nano silica								
3.2.4	50mm Concrete Floor Topping (Slope Correction)								
3.3	Upper Roof Deck (Water Tank Area)								
3.3.1	Supply and Installation of 4" Dome Type Deck Drain								
3.3.2	Supply and Application of Primer								
3.3.3	Supply and Application of Multi-co polymerized resin + nano silica								
3.3.4	50mm Concrete Floor Topping (Slope Correction)								
3.4	G.I Roof								
	Sub-total amount for Item III								
IV	HANGING PIPES								
4.1	8" PVC Pipe, 10'								
4.2	PVC Fittings Elbow 45 degree								

4.3	PVC Pipe cement, 400 cc								
4.4	PVC Sanitary Fittings Clean-out Adapter								
4.5	PVC Sanitary Tee, 8" x 4"								
4.6	PVC Sanitary Tee, 8" x 8"								
4.7	PVC Sanitary Wye, 8" x 4"								
4.8	PVC Sanitary Wye, 8" x 8"								
4.9	Welding and Consumables								
4.10	Repair of Damaged Downspouts								
	Sub-total amount for Item IV								
V	HANGING SUPPORTS AND CONSUMABLES								
5.1	Angle bar, 2" x 2", 5mm								
5.2	U BOLT 8"								
5.3	Rubberized Water Proof Sealant 300 ml								
5.4	Pipe Hanger Support and Accessories								
	Sub-total amount for Item III								
TOTAL DIRECT COST									
Indirect Cost									
Overhead, Contingencies & Miscellaneous									
Contractor's Profit									
VAT									
TOTAL INDIRECT COST									
TOTAL ESTIMATED PROJECT COST									

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), 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; **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;
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.

Financial Documents

- ☐ (l) 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**
- ☐ (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- ☐ (n) 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

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

Other documentary requirements under RA No. 9184

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

