

PHILIPPINE INTERNATIONAL CONVENTION CENTER



BIDDING DOCUMENTS

**PROJECT TITLE: SUPPLY OF LABOR AND MATERIALS FOR
THE PRODUCTION AND DIGITIZATION OF
ARCHITECTURAL AND ENGINEERING AS
BUILT-PLANS OF PICC BUILDINGS AND
SITE DEVELOPMENT**

TOTAL ABC : ₱51,000,000.00

Reference : APP-2023-MC-16

**ITB - 2023
April 3, 2023**

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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



BIDS AND AWARDS COMMITTEE

Invitation to Bid for the Supply of Labor and Materials for the Production and Digitization of Architectural and Engineering As-Built Plans of PICC Buildings and Site Development

1. The *Philippine International Convention Center (PICC)*, through the *Approved Budget for CY 2023*, intends to apply the sum of **FIFTY-ONE MILLION PESOS (Php51,000,000.00)**, VAT Inclusive, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Supply of Labor and Materials for the for the Production and Digitization of Architectural and Engineering As-Built Plans of PICC Buildings and Site Development (PICC APP2023-MC-12)**. Bids received in excess of ABC shall be automatically rejected at bid opening.
2. The *PICC* now invites bids for the abovementioned requirement. Bidders should have completed, within fifteen (15) years from the date of submission and receipt of bids, a contract similar to the abovementioned requirement. 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 a non-discretionary “*pass/fail*” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Prospective Bidders may obtain further information from the *PICC-BAC* and inspect the Bidding Documents at the address given below during office hours.
5. A complete set of Bidding Documents may be acquired by prospective bidders starting April 12, 2023 from the given address and website(s) below and *upon payment of a non-refundable fee in the amount of Twenty-Five Thousand Pesos (Php25,000.00)*. A bidder shall present its proof of payment for the fee *by furnishing the PICC-BAC a copy of the Official Receipt*.
6. The *PICC-BAC* will hold a Pre-Bid Conference on April 20, 2023 at 10:00 a.m. *at Function Room B, 2nd Floor Secretariat Building, PICC* and/or through videoconferencing/webcasting *via Zoom/Google Meet*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before 9:30 a.m. at May 4, 2023. 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 14.

9. Bid opening shall be on May 4, 2023, at 10:00 a.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *PICC* 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 IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

*BIDS AND AWARDS COMMITTEE
PHILIPPINE INTERNATIONAL CONVENTION CENTER
PICC Complex, Pasay City 1307
87894759 and 87894760
Telefax No. 87894761
Email: procurement@picc.gov.ph*

12. You may visit the following websites:

For downloading of Bidding Documents: www.picc.gov.ph

[Date of Issue]


MELPIN A. GONZAGA
Chairman

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine International Convention Center* wishes to receive Bids for the *Supply of Labor and Materials for the for the Production and Digitization of Architectural and Engineering As-Built Plans of PICC Buildings and Site Development* with identification numbers *PICC APP2023-MC-12*.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2023 in the total amount of Php51,000,000.00.

2.2. The source of funding is:

- a. GOCC and GFIs, the Corporate Operating Budget.

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 Manuals 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 **IB** by the BAC through the issuance of a supplemental or bid bulletin.

A. The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including 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, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, 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. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of 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, subject to Domestic Preference requirements under **ITB** Clause 18.

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 twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

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

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the last three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. 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. Similar to the required authentication above, 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.

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 VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

- 11.4. 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. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the 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.
- 13.2. Payment of the contract price shall be made in:
 - a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ 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**.

14.2. The Bid and bid security shall be valid one hundred twenty (120) calendar days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. 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 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.

16. Deadline for Submission of Bids

16.1. 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**.

17. Opening and Preliminary Examination of Bids

17.1. 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.

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

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 the 2016 revised IRR of RA No. 9184.
- 19.2. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in

20. Post-Qualification

- 20.2. 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

- 21.1. 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**.

III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5	<p>The following persons shall be eligible to participate in this bidding:</p> <ol style="list-style-type: none"> a. Duly licensed Filipino citizens/sole proprietorships; b. Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; c. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the of the outstanding capital stock belongs to citizens of the Philippines; d. Cooperatives duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; e. Must be in operation for the last fifteen (15) years and should have completed a similar contract involving the production and digitization of as-built plans.
5.3	<p>For this purpose, a similar contract shall refer to the production and digitization of as-built plans.</p> <p>The Bidder must have completed within the last fifteen (15) years a single contract that is similar to this requirement, the amount of which shall be at least fifty percent (50%) of the ABC.</p>
7.1	Sub-contracting is not allowed
12	Not applicable
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. In the amount of not less than ₱1,020,000.00, Cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. Surety Bond in the amount of not less than ₱2,550,000.00.
15	<p>Sealing and Marking of Bids</p> <p>Each Bidder shall submit the original and one (1) copy of the first and second components of its Bid.</p>
16.1	<p>The address for submission of bids is:</p> <p style="text-align: center;">PICC-Bids and Awards Committee (BAC) Secretariat Ground floor, Delegation Building PICC Complex, 1307 Pasay City</p> <p>The deadline for submission of bids is May 4, 2023 at 9:30 a.m.</p>

17.1	<p>The place of bid</p> <p style="text-align: center;">BAC CONFERENCE ROOM Function Room B, 2nd Floor, Secretariat Building PICC Complex, 1307 Pasay City</p> <p>The date and time of bid opening is May 4, 2023 at 10:00 a.m.</p> <p>In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and the opening of Bids shall be at 2:00 p.m. of the next working day.</p>
19.3	<p>Total ABC is FIFTY-ONE MILLION PESOS (PhP51,000,000.00), VAT Inclusive.</p>
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:</p> <ul style="list-style-type: none"> a. Certified Photocopy of the CY 2021 Income and Business Tax Returns with proof of payment; b. Sections III and V of the bid documents, signed on each and every page by the bidder's authorized representative; c. Certification that the participating bidder has conducted ocular inspection of the subject requirement; d. Resume of key personnel who will be assigned to the abovementioned requirement; e. Project Schedule/ Work Program and S-curve; f. Project Safety and Health Program signed by the Safety Officer; and g. Certificate of Satisfactory Completion & Acceptance of previous PICC projects undertaken within the last five (5) years, if any.
21.2	<p>No additional requirement</p>

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.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to 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 of RA No. 9184

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	The Procuring Entity is <i>The Philippine International Convention Center (PICC)</i>
2.2	<p>Payment</p> <p>1. Progress Payments:</p> <p>Payments shall be made in three (3) schedules:</p> <p>a. First partial payment shall be equivalent to thirty percent (30%) of the work accomplished and certified by the end-user. Payment shall be processed upon submission of the following:</p> <ul style="list-style-type: none"> • Letter request of the Contractor for the release of the payment for work accomplished. • Breakdown of work accomplished as validated and certified by PICC Representative shall include the submission of soft deliverables: <ul style="list-style-type: none"> - Pointcloud survey data - Photo-processed survey - Initial e-file of major buildings - Laser scans, preliminary report and e-file • Printed copies of the abovementioned accomplishments • Concrete imaging scanning, ground penetrating radar scanning and rebar/utility scanning, and rebound hammer test reports, e-file and ring-bound, signed and sealed. • Drone images and report. • Invoice <p>b. Second partial payment shall be equivalent to thirty percent (30%) of the work accomplished as certified by the end-user. Payment shall be processed upon submission of the following:</p> <ul style="list-style-type: none"> • Letter request of the Contractor for the release of the payment for work accomplished • Breakdown of work accomplished as validated and certified by PICC Representative. Submission of preliminary reports; <ul style="list-style-type: none"> - e-file and printed copy on 2D format of the Site/ Land Development and preliminary assessment of the significant areas of the major buildings in A3 size. - Preliminary copy of the 3D walkthrough. - Partial copies of major buildings in A3 size, 2D format. • Printed copies of the abovementioned accomplishments • Invoice <p>c. Third/ Full payment shall be equivalent to forty percent (40%) of the work accomplished as certified by the end-user. Payment shall be processed upon submission of the following:</p> <ul style="list-style-type: none"> • Letter request of the Contractor for the release of the payment for work accomplished.

	<ul style="list-style-type: none"> • Complete delivery of all the requirements, soft and hard copies. • Invoice <p>d. Retention Money</p> <ul style="list-style-type: none"> • 5% of the contract amount as the retention money • Shall be due for release after one (1) year reckoned from the date of turn-over and acceptance. <p>2. The PICC shall deduct the following from the certified gross amounts to be paid to the contractor's progress payments.</p> <ul style="list-style-type: none"> • Cumulative value of the works previously certified and paid for. • 5% of the contract amount as retention money. The total "retention money" shall be due for release after the warranty period. <p>3. PICC shall pay the CONTRACTOR the amounts certified by PICC's Representative within twenty-eight (28) calendar days from the date the request for payment was approved by the end-user. No payment interest shall be made for the delayed payments and adjustments.</p>								
3	<p>Performance Security</p> <p>Within ten (10) calendar days from receipt of the Notice of Award, 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 following forms:</p> <table border="1" data-bbox="400 1205 1321 1697"> <thead> <tr> <th data-bbox="400 1205 890 1310">Form of Performance Security</th> <th data-bbox="890 1205 1321 1310">Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td data-bbox="400 1310 890 1415">Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.</td> <td data-bbox="890 1310 1321 1415">Five percent (5%)</td> </tr> <tr> <td data-bbox="400 1415 890 1500">Bank draft/guarantee issued by a Universal or Commercial Bank</td> <td data-bbox="890 1415 1321 1500">Five percent (5%)</td> </tr> <tr> <td data-bbox="400 1500 890 1697">Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td data-bbox="890 1500 1321 1697">Thirty percent (30%)</td> </tr> </tbody> </table>	Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)	Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.	Five percent (5%)	Bank draft/guarantee issued by a Universal or Commercial Bank	Five percent (5%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)								
Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.	Five percent (5%)								
Bank draft/guarantee issued by a Universal or Commercial Bank	Five percent (5%)								
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)								
4	<p>Inspection and Tests</p> <p>PICC may reject any works and materials that do not conform to the scope of works. The Contractor shall rectify such rejected work/s to meet the standard set in the scope of works Section VII – Technical Specifications at no cost to PICC.</p>								

5	<p>Warranty</p> <p>The warranty period shall be ONE (1) year reckoned from the date of final turn-over and acceptance. The obligation for the warranty shall be covered by either retention money equivalent to five (5) percent of the total contract amount or a special bank guarantee equivalent to five (5) percent of the total contract amount. Said amounts shall only be released after the lapse of the warranty period.</p>
6	<p>The period for correction of defects in the warranty period is seven (7) calendar days upon receipt of notice from PICC project-in-charge.</p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	
I	Supply of Labor and Materials for the Production and Digitization of Architectural and Engineering as Built-Plans of PICC Buildings and Site Development	<p>Work shall be completed within three hundred (300) calendar days reckoned 7-calendar days upon receipt of the Notice to Proceed.</p> <p>NOTE: Delays due to work stoppage ordered by PICC shall not be counted against the set completion date.</p>

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company / Bidder

Signature over printed Name of Authorized Representative

Position

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
	<p>SUPPLY OF LABOR AND MATERIALS FOR THE PRODUCTION & DIGITIZATION OF ARCHITECTURAL AND ENGINEERING AS-BUILT PLANS OF PICC BUILDINGS AND SITE DEVELOPMENT</p> <hr/> <p>I. General Scope of Work and Description of the Project:</p> <p>The production and digitization of as-built plans primarily aims to comply with the requirement of the Bureau of Fire Protection for the issuance of Fire Safety Inspection Certificate (FSIC). The scope covers the documentation of the existing PICC structures with its current condition by laser scanning, photography and by the production of drawings of the actual physical context of the PICC Buildings – Delegation Bridling, Secretariat Building, Plenary and Reception Halls, Service Pantry, Forum Halls, Warehouse, Workshop, and all other structures and its adjacent developments, both interior and exterior.</p> <p>The as-built plans will be in both 2D (Computer Aided Design) and 3D (Building Information Modeling) formats. The as-built digitized plans shall be accurate to be used for the immediate reference and use by PICC for its general upkeep, maintenance, renovation, construction, marketing and similar activities of the entire area. Use of drone cameras is needed in the surveying and acquiring accurate data and precise measurements especially for the land development.</p> <p>Laser scanning or the 3D High Definition Surveying (HDS) is for the rapid capture of a building including minute details that are important in the preparation of the architectural details of the structure. The accuracy of the pointcloud data collected can determine the actual status and other details. The HDS captures surfaces and points that are hard to reach or that are unsafe to access. The survey points will generate 3D x,y, and z coordinate position for each point and the resulting scan is a set of coordinated measurements commonly known as a ‘pointcloud’. The point clouds will serve as the primary source of data in preparation for the as-built drawings and model. Multiple scanner vantage points shall be set up to capture points as much as possible.</p> <p>Use of drone cameras that can generate high resolution aerial images from different angles is also required for acquiring accurate data and precise measurements especially for the preparation of the land development plan.</p> <p>The provision of the basic structural data service, such as Ground Penetrating Radar (GPR) Scans are intended to understand the structural integrity of the building in preparation for repair and rehabilitation. The structural integrity of public buildings is critical in the safety of the building users and occupants.</p>	

II. Detailed scope of work:

A. Laser scanning and as-built digitization

1. Data gathering/acquisition/documentation/scanning

Laser scanning, archiving/recording and data gathering of the actual conditions, physical investigation, capturing the exact appearance and measurements including utilities and other fixed equipment in all areas of the PICC buildings and its land development.

2. Registration:

Stitching the different scans into one consolidated 3D point cloud model. Registration of scanned objects, colorization and processing of data.

3. Data extraction:

Scanned items are exported to 2D (AutoCAD) or 3D (Revit or its equivalent software for Building Information Modelling). The digital data are used to extract precise measurements, create fly-by animations (the ability to move around in a simulated 3D environment interactively, or to create a programmed tour or flyby), etc.

4. Data organization, analysis and collaboration:

Data are put in order and shared with the multi-disciplined experts, professionals, stakeholders, teams, etc., in order to fully utilize and analyze the information.

5. Areas to be Covered (see attached plan)

- a. **Delegation Building:** five (5) storey building with roof decks (upper and lower decks) and underground tunnel.
- b. **Bridgeway:** two (2) levels, the Lower and the Upper Bridgeway with underground tunnel.
- c. **Secretariat Building:** three (3) storey building with roof deck and underground tunnel.
- d. **Plenary Hall:** three (3) storey building with roof deck and underground tunnel.
- e. **Reception Hall:** five (5) storey building with roof deck and underground tunnel.
- f. **Service Pantry:** two (2) storey building with roof decks (upper and lower decks).
- g. **Forum Hall:** one (1) storey tent structure with partial roof decks at bell ends of Forum 1 and 3, and its power house
- h. **Warehouse:** one (1) storey building with high ceiling.
- i. **Power House:** one storey building with high ceiling and mezzanine floor and cistern tank
- j. **Cooling Tower:** one (1) storey building.
- k. **Workshop and Garbage Containers - MRF:** one (1) storey building.
- l. **Guard Houses:** located at the entrance of Delegation driveway, Gate 1, 2, 3, 4 and Quad Area.
- m. **Switching Vaults:** one (1) storey building.
- n. **Sewage Treatment Plant (STP):** One (1) storey structure.

- o. **Courtyard:** multi-level open space located between the Reception Hall, Delegation and Secretariat Buildings.
- p. **Reflecting Pools:** located at the Plenary and Reception Halls and courtyard
- q. **Tunnel:** underground tunnel that connects the utilities of all buildings from the powerhouse.
- r. **Site/Land Development:** lawns/garden, driveways, sidewalks, covered walkways, fence, parking and other exterior development/land development of the PICC Complex

6. Submissions:

- 2D As-Built Drawings.
- 3D As-Built Models.
- Virtual 360 Walkthrough Scanned Captures
- Photographs from scanned captures and from drone shots
- Survey Report
- Tree tagging: for confirmation of tree names (to be included in Land Development)
- All drawings and reports shall be submitted in hard and soft copies. Electronic files (e-files) shall be in hard drive.

B. Floor Plans of all Meeting Rooms/venues, documentation and assessment (deterioration morphology)

1. Photo documentation and assessment

Photographic execution and collation of the actual status of the Meeting Rooms indicating all the actual material specifications in the area. Raw data are assessed and side by side presented with the translated technical drawings.

2. Architectural drawings and documentation

Translating the photo documentation into Technical Drawings – perspective drawings, cross sections, longitudinal sections, area, ceiling plans, dimensions, elevations, material specifications and other details – details of stairs, doors and windows, fixed furniture and wall details. The as-built shall be in 2D and 3D format. Such will include cracks mapping, surface deterioration, and many other important documentations and details that can assist the team and PICC in analyzing possible issues that need to be resolved for the care and maintenance, as well as repair of the significant spaces.

3. Areas to be Covered:

3.1 Delegation Building

- Main Lobby
- Upper Lobby
- D-Registration and inner rooms
- Document Distribution and inner rooms
- Leader’s Hall
- Corporate Boardrooms and ante room

- Meeting Room 1
- Meeting Room 9
- Meeting Room 10
- Meeting Room 11
- Meeting Room 12
- Meeting Room 14
- D-306 Series (D-306 to D-309)
- Summit Hall C & D (with mezzanine)
- Summit Hall C (with mezzanine)
- Summit Hall D (with mezzanine)
- Summit Hall E & F (with mezzanine)
- Summit Hall E (with mezzanine)
- Summit Hall F (with mezzanine)
- Summit Hall G
- Summit Hall H
- Summit Lounge
- Summit Hall Viewing Deck
- Main/grand stair case
- Twin stair case
- All Toilets

3.2 Secretariat Building

- Banquet Hall 1-3
- Banquet Hall 1
- Banquet Hall 2
- Banquet Hall 3
- Amorsolo Restaurant
- Function Rooms A & B
- Meeting Room 2-3 and Interpreters Booth
- Meeting Room 2 and Interpreters Booth
- Meeting Room 3 and Interpreters Booth
- Meeting Room 4 and Interpreters Booth
- Meeting Room 5 and Interpreters Booth
- Meeting Room 6 and Interpreters Booth
- Meeting Room 7 and Interpreters Booth
- Meeting Room 8 and Interpreters Booth
- Delegates Lounge
- Executive Lounge and its open space
- All toilets

- Cafeteria
- Main Kitchen
- Amorsolo Kitchen

3.3 Bridgeway

- Lower Bridgeway
- Upper Bridgeway

3.4 Reception Hall

- Ground Floor
- Mezzanine Floor
- Third Floor
- Fourth Floor
- GF, 2F, 3F Lobby
- Heroes Room
- All Toilets
- Catwalk

3.5 Plenary Hall

- Ground Floor
- Second Floor
- Third Floor
- GF, 2F, 3F Lobby
- All Toilets
- Catwalk

4. Submissions:

- 2D As-Built Drawings and 3D perspective drawings of all Meeting Rooms mentioned above and its descriptions/ materials/ specifications and other technical data similar to forensics like documentation
- Photographs
- Documentation and assessment report
- All drawings and reports shall be submitted in hard and soft copies. Electronic files (e files) shall be in hard drive.

C. Concrete Imaging Scans

1. Areas to be Covered:

- a. For the horizontal GPR Scan: Less than 10 square meters of floor slab surface in the identified area of the Reception Hall or other area to be identified by PICC.

b. For the vertical GPR with UPV Scans, specific units and location are for identification. Limitation as follows:

- Beam, 2 sides, maximum length at twenty (20) meters
- Column, 2 sides, maximum height at ten (10) meters
- Wall, maximum of five (5) square meters

2. Ground Penetrating Radar (GPR) Scan

Scanning survey on the identified floor slab is intended to investigate a utility issue through the detection of electrical concrete encased conduits.

3. Rebar/Utility Scanning using GPR Scanner and Ultrasonic Pulse Velocity (UPV)

This concrete imaging and testing service will use scanning activities with emphasis on the identification and axial position of existing rebars, utilities and crack depths.

4. Rebound Hammer Test

This test is a non-destructive test intended to find out the approximate compressive strength of concrete limited to the above-mentioned areas for Concrete Imaging Scans.

5. Submissions:

- Technical Report in A3 sheets, showing the results, interpretation and analysis of generated data. Scanning report *DOES NOT* include the following:
 - Structural evaluation and recommendation
 - Determination of rebar and utility size (diameter)
 - Identification on the type of utility
 - On-site marking of identified rebars, utilities and anomalies
- Photo documentation

III. Deliverables

1. Hard copies in 2D as-built drawings

The hard copies shall be in 2D as-built drawings, signed and sealed by the Contractors Lead Architect and printed in:

One (1) set - 20" x 30" tracing paper with five (5) sets – blue print copies

Nine (9) sets - A3 size bond paper, six (6) sets in spring metal binders with clear plastic cover and Three (3) sets - loose, unfastened.

A. Architectural plans per building, shall not be limited to;

- Cover Page: Perspective, Site Development Plan, Location Plan/Map, Table of Contents
- Site Development Plans (includes all buildings, parking areas, roads, sidewalks/walkways, perimeter fences, green areas, etc.)
- Floor Plans, all levels, including tunnels and roof decks if any

- Floor Plans showing interconnection of Delegation Building, Secretariat Building, Service Pantry and Plenary and Reception Halls.
- Roof Plans, including an overall PICC building roof deck plan
- Reflected Ceiling Plans (includes ceiling mounted features, i.e. lighting, CCTV's, smoke detectors, sprinklers, PA Systems, Wi-Fi routers, speakers, etc.)
- Two (2) Cross sections per level
- Two (2) Longitudinal sections per level
- Four (4) Elevation drawings per building representing each building front, rear, left side and right side elevations.
- Exterior walls, interior and partition walls, wall openings and wall cladding
- Fixed furniture, doors and windows, stairs, toilets, ramps, etc.

B. Layout of the following based on the actual scanning:

- Beams and columns layout per building per floor
- Stairs and Railings layout per building per floor
- Floor slabs layout per building per floor
- Roof framing plans (above the ceilings)
- Truss details, indicating all the sizes and dimensions of steel trusses
- Fire Protection and other existing utilities captured by the laser scanning like mechanical equipment, electrical cable trays, pipe lines, etc.

2. Hard copies of as-built drawings in 2D format for all Meeting Rooms and other areas. See list at Detailed scope of work II B.3. As-built drawings for Meeting Rooms venue shall be compiled, signed and sealed, printed in A3 size bond paper, nine (9) sets - six (6) sets are ring bound with stamped title with clear plastic cover and the three (3) sets are loose, unfastened copies. As-built plans shall not be limited to the following:

- Perspective
- Floor plan
- Elevations
- Cross and longitudinal sections
- Reflected ceiling plan and details
- Lighting Layout
- Aircon Layout
- Doors and windows and its accessories
- Toilets and details
- Stage and details
- Other Details – special features in the area e.g. wall finish details, ceiling details, lighting lay-out
- Floor plans showing all its descriptions/ materials/ specifications and other technical data similar to forensic like documentation of the area
- Photo documentation and assessment (deterioration morphology)

3. **Virtual 360 Walkthrough of Scanned Area.** A web-based 360 Interactive walkthroughs from each scan location to be used for project collaboration, virtual site visits and measurement verification.
4. **Soft copies/e-files/master copies of all of the above mentioned plans, details and pictures in physical hard drive/s.** Hard drive/s each for 2D, 3D, and video documentations shall be provided by the Contractor.
 - 2D (DWG and PDF)
 - 3D - Building Information Modelling/ Revit or AchiCad (BIM/RVT)
 - TruView (ad format on the video-sharing platform)
5. **Technical Reports for the Ground Penetrating Radar (GPR) Scan Rebar/Utility Scanning using GPR Scanner and Ultrasonic Pulse Velocity (UPV) Rebound Hammer Test,** showing the results, interpretation and analysis of generated data complete with pictures, lay-outs, plans, drawings and details.
6. **Training: Usage of training for software and management**
The Contractor shall provide *PRC-CPD Accredited Training* module (3-5 days) for Engineers and Architects on how to use, access and navigate through the 2D and 3D Building Information Modelling (BIM) and the 360 Virtual Walkthroughs. The module shall be submitted as post-qualification requirement. Training shall be done within two (2) months after submission of all the requirements.

III. GENERAL CONDITIONS:

1. The Contract Documents, Specifications and Drawings are mutually complimentary. What is noted in one although not shown in other shall be considered contained in all, in case of conflict. The documents forming the Contract shall be interpreted in the following order of priority:
 - a. Contract Agreement
 - b. Contractor's Bid
 - c. Special Conditions of the Contract
 - d. Any other document listed in the Special Conditions of the Contract as forming part of the Contract
2. The Bidders shall examine all the issued documents relating to the work and must have verified all the existing conditions at the site. No consideration will be given for any alleged misunderstanding or misinterpretation of the work to be done.
3. The Bidders shall inspect and examine the site and the surroundings of the project to arrive at a reasonable estimate of the labor, materials, equipment, facilities and services necessary to carry out the works
4. Tapping of equipment and other related works shall be properly coordinated with PICC Representative for provision of electrical power.

IV. CONTRACTOR'S OBLIGATION:

1. The CONTRACTOR shall exercise the standard care, skill and diligence required by customarily accepted professional practice.
2. The CONTRACTOR shall perform all works necessary to fully accomplish the project.
3. A joint ocular inspection must be conducted by the Contractor and PICC Representative to determine the actual condition of the area to be laser scanned.
4. The CONTRACTOR shall commence execution of the works on the Start Date and shall carry out the works in accordance with the program of work submitted by the CONTRACTOR, as updated with the approval of PICC Representative and complete them by the intended completion date.
5. The CONTRACTOR shall provide all supervision, labor, materials, and equipment required for the completion of the project.
6. The CONTRACTOR shall be liable to all health hazards for its workers, fire and accident claims and other related claims arising from the injuries and damages, which occurred in the vicinity. The Contractor shall submit a Safety and Health Program signed by the Contractor and its Safety Officer. The Contractor shall provide PPEs of its workers. No workers shall be allowed to work on site without PPEs like safety signage, reflective vest and other necessary protective equipment and protection against COVID-19.
7. The CONTRACTOR shall free the PICC and its personnel from and against all liability for damages arising from injuries or liabilities to persons or damages to property by any act of omissions of the contractor including any and all expenses which may be incurred by PICC and its personnel in the defense of any claim, action or suit.
8. Any work that may affect the operation, security and image of the Center shall be coordinated properly with PICC Representative and shall be done in accordance with the Center's approved schedule.
9. The CONTRACTOR shall submit list of personnel assigned to the project including their NBI/ Police clearance and Barangay clearance before commencing the above scope of works.
10. The CONTRACTOR's personnel/workers must wear at all times their PPE, security ID issued by PICC and company uniform while working inside the Center.
11. The minimum number of key personnel, with their respective work experience as follows:

Key Personnel	Relevant Experience	Responsibilities
1 - Lead Professional Team Leader	Licensed Architect/Engineer proficient in strategizing the integration of multi-disciplinary fields in the process of as-built plan progression, during and after completion. Must be a Professional Architect/Engineer for at	Comprehensive direction and coordination with the different professionals involved in the project for cross-disciplinary engagement and collaboration to pursue the ultimate deliverables of the project's objectives and purpose.

		<p>least twenty-five (25) years.</p>	<p>Thorough guidance in the development and completion of the digitized as-built plans, from laser-scanning to the registration of data to produce an accurate and comprehensive as-built of the multiple buildings and site.</p> <p>Ensure accurate and organized as-built plans that are readily available in different formats for the buildings' current needs, such as, but not limited to, building maintenance, renovations, marketing, etc.</p> <p>Must be able to organize, design and train PICC's selected staff for the understanding and use of the as-built plans in various formats.</p>	
1	<p>– Laser-Scanning Technology Expert</p>	<p>Highly-experienced practitioner in the field of as-built preparation</p> <p>Must have at least eight (8) years of professional experience in the digitization of as-built plans.</p> <p>Proficient with the state of art technology in laser scanning for as-built surveys.</p> <p>Must be knowledgeable in electronic drawing formats, such as, but not limited to Computer-Aided Design (CAD), Building Information</p>	<p>Able to swiftly plan, coordinate and execute the carrying out of the as-built survey works with the laser-scanning team, from the accurate positioning of the equipment in multiple scan locations, up to the diligent registration of the scanned-data to multiple formats. This should result in the faithful transfer of the inputs into readily readable electronic files, data, reports, drawings, photographs, videos, viable information and the like.</p>	

		Modeling (BIM) and other software/application viable/suited to the innovative technologies of laser scanning.	
	3 – 2D and 3D Model Analysts (CADD and BIM respectively)	Must be a graduate of any Architectural/Engineering/ Technical course At least three (3) years of experience to conduct as-built and topographic surveys	To perform data analysis, accurately observe, calculate and document/record scanned data into 2D and 3-Dimensional fields
	3 – 3D Laser Scanner Operator	Must be a graduate of any engineering/ Technical course At least three (3) years of experience to conduct as-built and topographic surveys	To perform accurately observe, calculate and record 3-Dimensional field
	1 - GPR and UPV Survey Engineer	Registered Civil Engineer and/or Geologist Extensive experience in engineering geology, geotechnical engineering, environmental engineering and hydrology. At least twenty five (25) years of experience in the field of engineering service specializing in the fields of engineering geology, hydrogeology and environmental engineering.	Direct the Ground Penetrating Radar (GPR) Survey and Ultrasonic Pulse Velocity (UPV) Scanning Teams. Document the concrete-imaging of the underlying fabric of specifically-chosen columns, beams and walls, including the identification and axial positions of buried rebars, utilities and crack depths. Perform the determination of concrete defects such as cracks and honeycomb from the scanned areas. Determine the strength of the existing concrete.

2 – GPR Operator/ Instrument Man	At least Four (4) years of experience as field surveyor	To collect survey data
4 – Instrument Man	At least Four (4) years extensive experience in engineering geology, geotechnical engineering, environmental engineering, water resources, hydrology and water well drilling	To collect survey data
4 – CAD Operator/ Draftsman	Any Technical Bachelor Degree and knowledge in AutoCAD Drafting At least three (3) years of experience to conduct as- built and topographic surveys	To plot the collected survey data's
1 – Administrative Assistant	Any Bachelor Degree At least three (3) years of experience to conduct documentation and administrative works	To assist/ perform administrative works and documentations of the project.
1 – Safety Officer	Minimum of three (3) years' work experience as Safety Officer/Practitioner. Must have Certificate of employment as Safety Officer and Certificate of training in Occupational Safety and Health from DOLE or any DOLE accredited training institution.	To assist/ perform safety supervisions.

12. The Contractor shall provide the minimum number of equipment as follows:

Item No.	Number of Units	Description of Equipment
1	2	3D Laser Scanners
2	1	Concrete Imaging System
3	1	Ground Penetrating Radar (GPR) Machine

4	1	Ultrasonic Plus Velocity (UPV) Tester
5	1	Rebound Hammer Test Machine
6	3	Processing CPUs/Laptops
7	1	Drone Camera

13. The Contractor shall be responsible in applying for the daily Job Order request.

V. PICC’S RESPONSIBILITIES

- Provide access, ingress and egress, to project scan site and ensure all cooperation towards the full implementation of the project.
- Provide available reference information needed in a timely manner in order to prepare and complete tasks. (Reference drawings, images, etc.) .
- Provide a contact person and on-site representative to function as project coordinator with whom the CONTRACTOR may consult at all reasonable times, and whose instructions, requests and decisions may support the project
- Inform survey team of all hazardous areas/ materials at the project site, which may be encountered by the CONTRACTOR in the performance of the services.

VI. LIQUIDATED DAMAGES:

In case of delay in the completion period inclusive of duly granted time extensions, if any, the Contractor shall be liable for damages and shall pay the PICC for liquidated damages in an amount equivalent to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed services for every day of delay.

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, the procuring entity shall rescind the award without prejudice to other courses of action and remedies open to it.

STATEMENT OF COMPLIANCE

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.

Note:

Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.



PICC
PHILIPPINE INVESTMENT AND COMMERCIAL CORPORATION

TITLE
SUBMITTAL AND AGREEMENT FOR THE PROVISION & REGULATION OF ARCHITECTURAL AND ENGINEERING AS-BUILT PLANS OF PICC BUILDINGS AND SITE DEVELOPMENT

DATE
12/20/2022 12/14/2022

DESIGNED BY
R. RENALDO
N. DELA CRUZ

CHECKED BY
R. RENALDO
N. DELA CRUZ

APPROVED BY
MR. RESORIO A. GARCIA
124-170389-DAN/12/14/2022

PROJECT NO.
124-170389-DAN/12/14/2022

PROJECT NAME
PICC COMPLEX

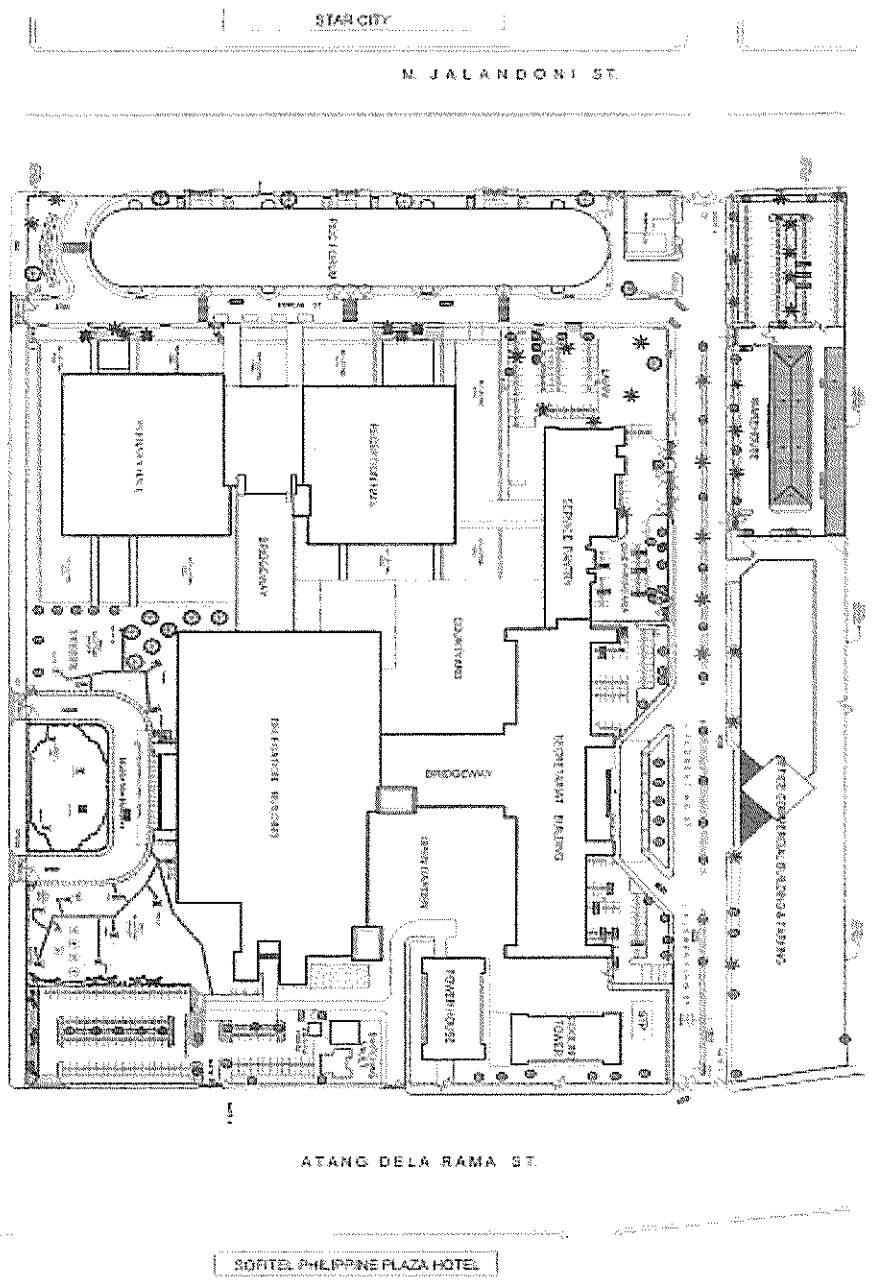
RECOMMENDED APPROVAL
ENGR. VINSON S. PEROS PEROS
124-170389-DAN/12/14/2022

APPROVED BY
ATTY. FLORENCE P. PABILLA
124-170389-DAN/12/14/2022

SHEET NO.
1

1 SITE DEVELOPMENT PLAN
SCALE 1:1000

V. BOTTU ST.



Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Certified Photocopy of the Valid Phil-GEPS Registration Certificate (Platinum Membership) (all pages); if any of the documents mentioned in Annex "A" is not current, the new document should be submitted
Or in case of expired Phil-GEPS Registration Certificate (Platinum Membership);
- (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
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Provided, that the current PhilGEPS Registration Certificate (Platinum Membership) shall be part of the post-qualification documents to be submitted by the Lowest Calculated Bidder

Technical Documents

- (e) 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 (*Annex "A"*); and
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (*Annex "B"*); and
- (g) 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 (*Annex "C"*); and
- (h) Fully accomplished Section VI (Schedule of Delivery Requirements) and Section VII (Technical Specifications), signed on each and every page; and
- (i) Original duly signed Omnibus Sworn Statement (OSS)(*Annex "D"*); 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

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the immediately preceding calendar year; **and**
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (*Annex "E"*);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (l) If applicable, a duly signed joint venture agreement (JVA) 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

- (m) Original of duly signed and accomplished Financial Bid Form

SINGLE LARGEST COMPLETED CONTRACT
WHICH IS SIMILAR TO THE CONTRACT TO BE BID

Business Name:

Business Address:

Name of Contract	a. Owner' Name b. Address c. Telephone Nos.	Nature of Item/Service	a. Amount of Award		
			b. Amount at Completion	c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed

Note: This statement shall be supported with:

1. Contract

2. Certificate of Completion & Acceptance or Official Receipt/s or Sales Invoice issued for the contract

Note: The Single Largest Completed Contract shall be completed within the last fifteen (15) years from the date of submission and receipt of bids, that is similar to the contract to be bid, the amount of which shall be at least fifty percent (50%) of the ABC.

Submitted by:

(Printed Name & Signature)

Designation:

Date:

BID SECURING DECLARATION FORM

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

X-----X

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

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

I/We², the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

² Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

B. 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]

PHILIPPINE INTERNATIONAL CONVENTION CENTER

Name of the Project: **Supply of Labor and Materials for the Production and Digitization of Architectural and Engineering As-Built Plans of PICC Buildings and Site Development**

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached Income Tax Return and Audited Financial Statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	
7.	Value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid.	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid.

NFCC = P _____

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

or

A committed Line of Credit, in an amount to at least ten percent (10%) of the ABC, issued by a Universal of Commercial Bank.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date: _____

Note:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

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, offer to **Supply of Labor and Materials for the Production and Digitization of Architectural and Engineering As-Built Plans of PICC Buildings and Site Development** the sum of:

TOTAL ANNUAL CONTRACT RATE: INCLUSIVE OF VALUE ADDED TAX (VAT)
_____ (P _____)
(Amount in Words) (Amount in figures)

or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. 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 or in the Price Schedules (see attached),

If our Bid is accepted, we undertake:

- a. to deliver the services in accordance with the schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, 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: _____