

# DEPARTMENT OF FINANCE

**Indicate format of BOQ and required information**

## Renovation of the Department of Finance Building – Package 1

**ITB No. 2017-03-I  
September 2017**

# TABLE OF CONTENTS

<b>SECTION I. INVITATION TO BID .....</b>	<b>3</b>
<b>SECTION II. INSTRUCTIONS TO BIDDERS .....</b>	<b>6</b>
<b>SECTION III. BID DATA SHEET .....</b>	<b>36</b>
<b>SECTION IV. GENERAL CONDITIONS OF CONTRACT .....</b>	<b>45</b>
<b>SECTION V. SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>77</b>
<b>SECTION VI. SPECIFICATIONS .....</b>	<b>81</b>
<b>SECTION VII. DRAWINGS .....</b>	<b>116</b>
<b>SECTION VIII. BILL OF QUANTITIES .....</b>	<b>117</b>
<b>SECTION IX. BIDDING FORMS .....</b>	<b>158</b>

## *Section I. Invitation to Bid*

**Invitation to Bid for the  
Renovation of the Department of Finance Building – Package 1**

1. The Department of Finance (DOF), through the Government of the Philippines under the General Appropriations Act for CY 2017, intends to apply the sum of **ONE HUNDRED THIRTY FOUR MILLION NINE HUNDRED THIRTEEN THOUSAND FOUR HUNDRED FORTY PESOS (P134,913,440.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Renovation of the Department of Finance Building – Package 1** includes Architectural, Civil, Electrical, Mechanical, Sanitary and Structural works, as maybe applicable, for the following scope of works :
  - a. Renovation of the Ground Floor;
  - b. Construction of a driveway;
  - c. Upgrade of Existing Power Back-up;
  - d. Upgrade of Building Mechanical System;
  - e. Installation of Additional Water Storage Facility;
  - f. Installation of Sewerage Treatment Plant

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The DOF now invites bids for the Renovation of the Department of Finance Building – Package 1. Completion of the Works is required in **150 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 (R-IRR) of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act.”

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

4. Interested bidders may obtain further information from the BAC Secretariat at the address given below during office hours.
5. A complete set of Bidding Documents may be acquired by interested bidders starting on September 5, 2017 at the BAC Secretariat, 8<sup>th</sup> Floor, EDPC Building BSP Complex, Pablo Ocampo Sr. Street corner Roxas Boulevard, Malate, Manila upon payment of a non-refundable fee in the amount of FIFTY THOUSAND PESOS (P50,000.00).

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids. However, due to volume and size of files, detailed

plans may only be secured by interested bidders from the BAC Secretariat, 8<sup>th</sup> Floor, EDCP Building, Roxas Boulevard corner Pablo Ocampo St., Roxas Boulevard Manila.

6. The DOF will hold a Pre-Bid Conference on **September 13, 2017, 10:00 a.m.**, at the DFG Conference Room, 4<sup>th</sup> Floor, DOF Building, Roxas Boulevard, Malate, Manila, which shall be open to prospective bidders.
7. The schedule of bidding activities is as follows:

<b>ACTIVITIES</b>	<b>SCHEDULE</b>
<b>Advertisement/Posting of Invitation to Bid</b>	<b>September 5, 2017</b>
<b>Issuance and Availability of Bid Documents</b>	<b>starting September 5, 2017</b>
<b>Pre-Bid Conference</b>	<b>September 13, 2017, 10:00 am</b>
<b>Request for Clarification</b>	<b>September 16, 2017 (by email)</b>
<b>Issuance of Supplemental Bid Bulletin</b>	<b>September 19, 2017</b>
<b>Deadline for Submission of Bids</b>	<b>September 26, 2017, 9:45 am</b>
<b>Opening of Bids</b>	<b>September 26, 2017, 10:00 am</b>

8. Bids must be duly received by the BAC Secretariat at the address below on or before **September 26, 2017, 9:45 a.m.** All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause a.18.

Bid opening shall be on **September 26, 2017, 10:00 a.m.** at the DFG Conference Room, 4<sup>th</sup> Floor DOF Building, Roxas Boulevard, Malate, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below.

**“Late bids shall not be accepted.”**

9. The DOF 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

BAC Secretariat  
8<sup>th</sup> Floor EDCP Building, BSP Complex,  
Pablo Ocampo Sr. Street corner Roxas Boulevard  
Malate , Manila  
Telephone No. 526-4786  
Email address: [\*\*lte@dof.gov.ph\*\*](mailto:lte@dof.gov.ph)

**SHEILA N. CASTALONI**  
Director IV and  
BAC Vice-Chairman

***Section II. Instructions to Bidders***

## TABLE OF CONTENTS

<b>A. GENERAL .....</b>	<b>9</b>
1. Scope of Bid.....	9
2. Source of Funds .....	9
3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices .....	9
4. Conflict of Interest .....	11
5. Eligible Bidders.....	12
6. Bidder’s Responsibilities .....	13
7. Origin of GOODS and Services.....	15
8. Subcontracts .....	16
<b>B. CONTENTS OF BIDDING DOCUMENTS .....</b>	<b>16</b>
9. Pre-Bid Conference.....	16
10. Clarification and Amendment of Bidding Documents.....	17
<b>C. PREPARATION OF BIDS.....</b>	<b>17</b>
11. Language of Bids .....	17
12. Documents Comprising the Bid: Eligibility and Technical Components.....	17
13. Documents Comprising the Bid: Financial Component .....	20
14. Alternative Bids .....	20
15. Bid Prices .....	21
16. Bid Currencies.....	21
17. Bid Validity.....	22
18. Bid Security.....	22
19. Format and Signing of Bids .....	24
20. Sealing and Marking of Bids.....	25
<b>D. SUBMISSION AND OPENING OF BIDS.....</b>	<b>26</b>
21. Deadline for Submission of Bids .....	26
22. Late Bids .....	26
23. Modification and Withdrawal of Bids .....	26
24. Opening and Preliminary Examination of Bids .....	27
<b>E. EVALUATION AND COMPARISON OF BIDS.....</b>	<b>28</b>
25. Process to be Confidential.....	28
26. Clarification of Bids.....	29
27. Detailed Evaluation and Comparison of Bids.....	29
28. Post Qualification.....	30

29.	Reservation Clause.....	31
<b>F.</b>	<b>AWARD OF CONTRACT.....</b>	<b>32</b>
30.	Contract Award .....	32
31.	Signing of the Contract .....	33
32.	Performance Security .....	33
33.	Notice to Proceed .....	34
34.	Protest Mechanism.....	36



## A. General

### 1. Scope of Bid

- (i) The Procuring Entity named in the **BDS**, invites bids for the construction of Works, as described in Section VI. Specifications.
- (ii) The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 27.
- (iii) The successful Bidder will be expected to complete the Works by the intended completion date specified in **SCC** Clause 1.17.

### 2. Source of Funds

The Procuring Entity has a budget or received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the Contract for the Works.

### 3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

- (i) Unless otherwise specified in the **BDS**, the Procuring Entity, as well as bidders and contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Funding Source:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Procuring Entity, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019;
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;

- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
  - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract funded by the Funding Source.
- (ii) Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- (iii) Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 34.

#### 4. Conflict of Interest

- (i) All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:
  - (a) A Bidder has controlling shareholders in common with another Bidder;
  - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
  - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;
  - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
  - (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
  - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or
  - (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- (ii) In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
  - (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
  - (b) If the Bidder is a partnership, to all its officers and members;
  - (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;

- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c) or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

## 5. Eligible Bidders

- (i) Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this Bidding:
  - (a) Duly licensed Filipino citizens/sole proprietorships;
  - (b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;
  - (c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
  - (d) Cooperatives duly organized under the laws of the Philippines.
  - (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino ownership or interest is less than seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.
- (ii) The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**.
- (iii) Government owned or controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

- (iv) (a) 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 Philippine Statistics Authority (PSA) consumer price index. However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.

(b) 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 **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**.

- (v) The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

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

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

## **6. Bidder's Responsibilities**

- (i) The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bill of Quantities.
- (ii) The Bidder is responsible for the following:
  - (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;

- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 10(iv).
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that 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;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
  - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it 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;

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- (iii) The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- (iv) It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or 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.
- (v) The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- (vi) Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.
- (vii) The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- (viii) The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

## **7. Origin of Goods and Services**

There is no restriction on the origin of Goods, or Contracting of Works or Services other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

## **8. Subcontracts**

- (i) Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Works to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- (ii) Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Works shall be disallowed.
- (iii) The Bidder may identify the subcontractor to whom a portion of the Works will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

### **B. Contents of Bidding Documents**

## **9. Pre-Bid Conference**

- (i) (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.  
  
(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids, but not earlier than seven (7) calendar days from the posting of the Invitation to Bid/Bidding Documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- (ii) Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.



- (iii) Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

## **10. Clarification and Amendment of Bidding Documents**

- (i) Prospective bidders may request for clarification(s) on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- (ii) The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- (iii) Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- (iv) Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

### **C. Preparation of Bids**

## **11. Language of Bids**

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

## **12. Documents Comprising the Bid: Eligibility and Technical Components**

- (i) Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class “A” Documents

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR;
- (ii) Statement 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

Statement of the Bidder’s SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner’s name and address;
- (ii.5) nature of work;
- (ii.6) contractor’s role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
- (ii.7) total contract value at award;
- (ii.8) date of completion or estimated completion time;
- (ii.9) total contract value at completion, if applicable;
- (ii.10) percentages of planned and actual accomplishments, if applicable; and
- (ii.11) value of outstanding works, if applicable.

The statement of the Bidder’s SLCC shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner’s Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation

System (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted;

- (iii) Unless otherwise provided in the **BDS**, a valid special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project; and
- (iv) NFCC computation in accordance with ITB Clause 5.5.

Class “B” Documents

(v) If applicable, Joint Venture Agreement (JVA) in accordance with RA 4566.

(b) Technical Documents –

- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
  - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
  - (i.2) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instruments.
- (ii) Project Requirements, which shall include the following:
  - (ii.1) Organizational chart for the contract to be bid;
  - (ii.2) List of contractor’s 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. These personnel must meet the required minimum years of experience set in the **BDS**; and
  - (ii.3) 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, which must meet the minimum requirements for the contract set in the **BDS**; and
- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bill of Quantities

## Section IX. Bidding Forms

### 13. Documents Comprising the Bid: Financial Component

- (i) Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
  - (a) Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with **ITB** Clauses 15.1 and 15.3; and
  - (b) Any other document related to the financial component of the bid as stated in the **BDS**.
- (ii) (a) Unless otherwise stated in the **BDS**, all Bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
  - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
  - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of infrastructure projects) and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
  - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.
  - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
  - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

### 14. Alternative Bids

- (i) Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid

regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

- (ii) 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.
- (iii) Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

## **15. Bid Prices**

- (i) The contract shall be for the whole Works, as described in **ITB** Clause 1(i), based on the priced Bill of Quantities submitted by the Bidder.
- (ii) The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be provided for.
- (iii) All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- (iv) All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in GCC Clause 48. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

## **16. Bid Currencies**

- (i) All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the Bid Opening.
- (ii) If so allowed in accordance with **ITB** Clause (i), the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- (iii) Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

**17. Bid Validity**

- (i) Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- (ii) In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

**18. Bid Security**

- (i) The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	

(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Five percent (5%)
(d) Bid Securing Declaration	No amount involve

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 32.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- (ii) The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- (iii) No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB** Clause (ii).
- (iv) Upon signing and execution of the contract, pursuant to **ITB** Clause 31, and the posting of the performance security, pursuant to **ITB** Clause 32, the successful Bidder's Bid Security will be discharged, but in no case later than the Bid Security validity period as indicated in **ITB** Clause (ii).
- (v) The bid security may be forfeited:
  - (a) if a Bidder:
    - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
    - (ii) does not accept the correction of errors pursuant to **ITB** Clause 27(iii)(b);
    - (iii) has a finding against the veracity of the required documents submitted in accordance with ITB Clause 28.2;

- (iv) submission of eligibility requirements containing false information or falsified documents;
  - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
  - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
  - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
  - (viii) refusal or failure to post the required performance security within the prescribed time;
  - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
  - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
  - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 31;
  - (ii) fails to furnish performance security in accordance with **ITB** Clause 32.

## **19. Format and Signing of Bids**

- 19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in
- 19.2 on or before the deadline specified in the **ITB** Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12(i), and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.



- 19.2 Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4 Each and every page of the Bid Form, including the Bill of Quantities, under Section IX hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

## **20. Sealing and Marking of Bids**

- (i) Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT,” and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT,” sealing them all in an outer envelope marked “ORIGINAL BID.”
- (ii) Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. \_\_\_\_ - TECHNICAL COMPONENT” and “COPY NO. \_\_\_\_ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. \_\_\_\_,” respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- (iii) The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- (iv) All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 20.1;
  - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
  - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.

- (v) Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

#### **D. Submission and Opening of Bids**

##### **21. Deadline for Submission of Bids**

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

##### **22. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of Bid Submission and Opening, the Bidder's name, its representative and the time the late bid was submitted.

##### **23. Modification and Withdrawal of Bids**

- (i) The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- (ii) A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- (iii) Bids requested to be withdrawn in accordance with **ITB** Clause (i) shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- (iv) No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and

the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18(v), and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

#### **24. Opening and Preliminary Examination of Bids**

- (i) The BAC shall open the Bids in public, immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- (ii) Unless otherwise specified in the BDS, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in ITB Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- (iii) Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible Bidder whose first bid envelope was rated "passed." The second envelope of each complying Bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed." Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- (iv) Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- (v) All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- (vi) In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR.:

- a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
  - b) Mayor's/Business permit issued by the local government where the principal place of business of the Bidder is located; and
  - c) Audited Financial Statements showing, among others, the prospective Bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- (vii) Each partner of a joint venture agreement shall likewise submit the document required in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12(i)(a)(ii) to 12.1(a)(iv) by any of the joint venture partners constitutes compliance.
  - (viii) The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8. The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the Bid Opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

### **E. Evaluation and Comparison of Bids**

#### **25. Process to be Confidential**

- (i) Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- (ii) Any effort by a Bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

## 26. Clarification of Bids

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered

## 27. Detailed Evaluation and Comparison of Bids

- (i) The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- (ii) The Lowest Calculated Bid shall be determined in two steps:
  - (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
  - (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- (iii) The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary "pass/fail" criterion. The BAC shall consider the following in the evaluation of bids:
  - (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
  - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- (iv) Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.

- (v) The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.
- (vi) Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- (vii) If so indicated pursuant to **ITB** Clause 1.2. Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids 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 prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 27.3.

## **28. Post Qualification**

- (i) The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- (ii) 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**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- (iii) The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- (iv) If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30(iii).

- (v) A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid, with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation of contract award.
- (vi) Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- (vii) In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the Bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

**29. Reservation Clause**

- (i) Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- (ii) Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
  - (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or

- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
  - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
  - (ii) If the project is no longer necessary as determined by the HoPE; and
  - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- (iii) In addition, the Procuring Entity may likewise declare a failure of bidding when:
  - (a) No bids are received;
  - (b) All prospective Bidders are declared ineligible;
  - (c) All bids fail to comply with all the bid requirements, fail post-qualification; or
  - (d) The Bidder with the LCRB refuses, without justifiable cause, to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

#### **F. Award of Contract**

### **30. Contract Award**

- (i) Subject to **ITB** Clause 28, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- (ii) Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- (iii) Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
  - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
    - (i) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder; or



- (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a pre-condition to the Award;
- (b) Posting of the performance security in accordance with **ITB** Clause 32;
- (c) Signing of the contract as provided in **ITB** Clause 31; and
- (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

### **31. Signing of the Contract**

- (i) At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- (ii) Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- (iii) The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- (iv) The following documents shall form part of the contract:
  - (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning Bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - (d) Performance Security;
  - (e) Notice of Award of Contract; and
  - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

### **32. Performance Security**

- (i) To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum

period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

- (ii) The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Ten percent (10%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) 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%)

- (iii) Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

**33. Notice to Proceed**

Within seven (7) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

**34. Protest Mechanism**

Decision of the procuring entity at any stage of the procurement process may be questioned in accordance with Sections 55 of the IRR of RA 9184.

*Section III. Bid Data Sheet*

### Bid Data Sheet

ITB Clause	
1(i)	<p>The Procuring Entity is the Department of Finance.</p> <p>The name of the Contract is project  <b>Renovation of the Department of Finance Building – Package 1</b></p> <p>The identification number of the Contract is ITB No. 2017-03-I</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through the General Appropriations Act for FY 2017 in the amount of <b>ONE HUNDRED THIRTY FOUR MILLION NINE HUNDRED THIRTEEN THOUSAND FOUR HUNDRED FORTY PESOS (P134,913,440.00)</b> being the Approved Budget of the Contract (ABC).</p>
3.1	No further instructions.
5.1	<p>Additional Provision:</p> <ol style="list-style-type: none"> <li>1. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least seventy five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.</li> <li>2. The Bidder must submit a valid PCAB License: Medium A Category B</li> <li>3. The statement of the prospective bidder of all its on-going government and private contracts, including contracts awarded but not yet started within the last 2 years, if any, whether similar or not similar in nature and complexity to the contract to be bid.</li> </ol>
5(ii)	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5(iv)(a)	<p>For this purpose, similar contract shall refer to the renovation and construction which includes Architectural, Civil, Electrical, Mechanical, Sanitary and Structural Works, as maybe applicable, for the following scope of works:</p> <ol style="list-style-type: none"> <li>a. Renovation of the Ground Floor;</li> <li>b. Construction of a driveway;</li> <li>c. Upgrade of Existing Power Back-up;</li> <li>d. Upgrade of Building Mechanical System;</li> <li>e. Installation of Additional Water Storage Facility;</li> <li>f. Installation of Sewerage Treatment Plant</li> </ol> <p>The following proofs for the single largest complete contract similar to the</p>

	<p>contract to be bid must be submitted:</p> <ol style="list-style-type: none"> <li>a. Certificate of Satisfactory Completion or Certificate of Acceptance from the clients or Official Receipt; and</li> <li>b. Contract Agreement or Job Order or Purchase Order.</li> </ol> <p>For this purpose, the bidders must have completed, <i>within 5 years from the date of Bid Opening</i>, a single contract that is similar to this Project within the last 5 years, equivalent to at least FIFTY PERCENT (50%) of the ABC, that has the same major categories of renovation, construction of office works and specialty items such as mentioned above</p>
8(i)	Subcontracting is allowed only for the specialty works such as: Mechanical, Electrical and Power Upgrading, Water Storage and Sewerage Treatment Plant
8(ii)	Subcontractors must submit the documentary requirements under ITB Clause 12 and must have completed a single contract equivalent to at least fifty percent (50%) of the ABC of the particular project the subcontractor is going to participate into.
9(i)	The Procuring Entity will hold a pre-bid conference for this Project on <b>September 13, 2017, 10:00 a.m.</b> at the DFG Conference Room, 4 <sup>th</sup> Floor DOF Building, Roxas Boulevard, Malate, Manila.
10.1	<p>The Procuring Entity's address is:</p> <p>BAC Secretariat  Department of Finance Manila  Email address: <a href="mailto:lte@dof.gov.ph">lte@dof.gov.ph</a>  Telephone No. 526-4786</p>
10(iv)	No further instructions.
12(i)	<p>The first envelope shall contain the eligibility and technical documents stated in the ITB Clause 12.1. As an additional requirement under this section particularly reflected in item 8 of the Omnibus Sworn Statement:</p> <ol style="list-style-type: none"> <li>a) Carefully examine all of the Bidding Documents;</li> <li>b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;</li> <li>c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and</li> </ol> <p>The bidder therefore is required to conduct a site inspection together with DOF Representative/End-User of the Project (to be scheduled) to be bid in connection with <b>Renovation of the Department of Finance Building – Package 1</b> includes Architectural, Civil, Electrical, Mechanical, Sanitary and Structural works, as maybe applicable, for the following scope of works :</p>

	<ul style="list-style-type: none"> <li>g. Renovation of the Ground Floor;</li> <li>h. Construction of a driveway;</li> <li>i. Upgrade of Existing Power Back-up;</li> <li>j. Upgrade of Building Mechanical System;</li> <li>k. Installation of Additional Water Storage Facility;</li> <li>l. Installation of Sewerage Treatment Plant</li> </ul> <p>Prospective bidder is required to examine the Architectural, Civil and Structural, Mechanical, Electrical, Plumbing and Sanitary Plans of the Project, to visit the site and carefully take note all the conditions thereat and to have informed himself thoroughly under which the particular work is to be done. No allowance shall subsequently be made in his behalf because of any error on his part. He will be deemed to have done this before submitting his proposal and no subsequent claim on the ground of inadequate or inaccurate information will be entertained. All cost implications, if any, shall be borne by the contractor.</p>				
12.1(a)(ii)	<p>The statement of all completed and on-going government and private contracts shall include all such contracts awarded by not yet started. Cut-off dates shall be from August 2014 to August 2017.</p> <p>Proof of completed government and private contracts must be submitted:</p> <ol style="list-style-type: none"> <li>1. Certificate of Completion, or satisfactory performance from the client/s and/or official receipt; and</li> <li>2. Contract Agreement.</li> </ol> <p>Proof for ongoing government and private contract must be submitted:</p> <ol style="list-style-type: none"> <li>1. Notice of Award and Notice to Proceed; or</li> <li>2. Purchase Order; or</li> <li>3. Contract</li> </ol>				
12(i)(a)(iii)	<p>The statement of the Bidder's SLCC shall be supported by the Notice of Award and Notice to Proceed, Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Contractor's Performance Evaluation System (CPES) Final Rating which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted.</p>				
12(i)(a)(iii)	<p>Bidder must have a valid PCAB License Medium B Category A</p>				
12(i)(a)(iii)	<p>NFCC Computation in accordance with ITB Clause 5.5</p>				
12.1(b)(ii.2)	<p>The Bidder must have in its employ Key personnel with at least the specified number of years experience</p> <table border="1" data-bbox="607 1808 1219 1879" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Position</th> <th style="text-align: center;">Experience</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Project Manager</td> <td style="text-align: center;">10 years</td> </tr> </tbody> </table>	Position	Experience	Project Manager	10 years
Position	Experience				
Project Manager	10 years				

	<table border="1"> <tr> <td>Project Engineers</td> <td>10 years</td> </tr> <tr> <td>Materials Engineers</td> <td>10 years</td> </tr> <tr> <td>Safety Engineers</td> <td>10 years</td> </tr> <tr> <td>Foreman</td> <td></td> </tr> <tr> <td>Skilled workers (for all disciplines)</td> <td></td> </tr> <tr> <td>Construction Helpers</td> <td></td> </tr> </table> <p><i>In addition, personnel holding key positions (Project Manager, Project Engineers and Materials Engineers and Safety Engineers) are required to submit the required Curriculum Vitae duly notarized and attested to by the Bidder's designated representative.</i></p>	Project Engineers	10 years	Materials Engineers	10 years	Safety Engineers	10 years	Foreman		Skilled workers (for all disciplines)		Construction Helpers	
Project Engineers	10 years												
Materials Engineers	10 years												
Safety Engineers	10 years												
Foreman													
Skilled workers (for all disciplines)													
Construction Helpers													
12.1(b)(ii.3)	<p>The minimum major equipment requirements are the following:  <u>Specify required equipment 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, which must meet the minimum requirements for the contract.</u></p>												
12.1(b)(iii)	<p>Standard Statement for this requirement is included in the Omnibus Sworn Statement found in Section VIII. Sample Forms. The competent evidence of identity for Notary in the Sworn Affidavit of the Bidder shall comply with Sec. 12(2) rule II of the 2004 Rules of Notarial Practice, to wit:</p> <p>“Sec. 12. Competent Evidence of Identity – the phrase competent evidence of identity refers to the identification of an individual based on: At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, Voter’s ID, Barangay Certification, Government Service Insurance System (GSIS) E-card, Social Security System (SSS) card, Philhealth Card, Senior Citizen Card, Overseas Workers Welfare Administration (OWWA), OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (CWDP) Department of social Welfare and Development (DSWD) certification.”</p>												
13(i)	<p>“No additional Requirements”</p>												
13.1(b)	<p>This shall include all of the following documents:</p> <ol style="list-style-type: none"> <li>1) Bid prices in the Bill of Quantities;</li> <li>2) Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and</li> <li>3) Cash flow by quarter or payment schedule.</li> </ol>												



13.2	The ABC is <b>ONE HUNDRED THIRTY FOUR MILLION NINE HUNDRED THIRTEEN THOUSAND FOUR HUNDRED FORTY PESOS (P134,913,440.00)</b> . Any bid with a financial component exceeding this amount shall not be accepted.									
14(ii)	No further instructions.									
15.4	No further instruction.									
16(i)	The bid prices shall be quoted in Philippine Pesos.									
16.3	No further instructions.									
17(i)	Bids will be valid until one hundred twenty (120) calendar days from bid opening.									
18(i)	<p>The bidder shall submit a Bid Securing Declaration of any form of Bid Security which shall not be less than the percentage of the ABC in accordance with the following schedule:</p> <table border="1" data-bbox="451 842 1373 1728"> <thead> <tr> <th>Form of Bid Security</th> <th>Amount of Bid Security (Not less than the Percentage of ABC)</th> </tr> </thead> <tbody> <tr> <td>a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank</td> <td rowspan="2">Two percent (2%)</td> </tr> <tr> <td>b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td> </tr> <tr> <td>c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security ; and/or</td> <td>Five percent (5%)</td> </tr> <tr> <td colspan="2">The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB clause 32</td> </tr> </tbody> </table>	Form of Bid Security	Amount of Bid Security (Not less than the Percentage of ABC)	a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Two percent (2%)	b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security ; and/or	Five percent (5%)	The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB clause 32	
Form of Bid Security	Amount of Bid Security (Not less than the Percentage of ABC)									
a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Two percent (2%)									
b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.										
c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security ; and/or	Five percent (5%)									
The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB clause 32										
18.1.5	<p>The bid security may be forfeited:</p> <p>(a). If a bidder</p>									

	<ul style="list-style-type: none"> <li>(i). withdraws its bid during the period of bid validity specified in <b>ITB</b> Clause 17;</li> <li>(ii) does not accept the correction of errors pursuant to <b>ITB</b> Clause 27(iii)(b);</li> <li>(iii) has a finding against the veracity of the required documents submitted in accordance with ITB Clause 28.2;</li> <li>(iv) submission of eligibility requirements containing false information or falsified documents;</li> <li>(v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;</li> <li>(vi) allowing the use of one's name, or using the name of another for purposes of public bidding;</li> <li>(vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;</li> <li>(viii) refusal or failure to post the required performance security within the prescribed time;</li> <li>(ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;</li> <li>(x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;</li> <li>(xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or</li> <li>(xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.</li> </ul> <p>(b) if the successful Bidder:</p> <ul style="list-style-type: none"> <li>(i) fails to sign the contract in accordance with <b>ITB</b> Clause 31;</li> <li>(ii) fails to furnish performance security in accordance with <b>ITB</b> Clause 32.</li> </ul>
18(ii)	The bid security shall be valid until <b>(January 17, 2018)</b> or for one hundred twenty (120) calendar days from the actual opening of bids, whichever is later.
20(iii)	<i>Each Bidder shall submit one (1) signed original and two (2) certified true copies/photocopies of the first and second components of its bid.</i>
21	<p>The address for submission of bids is</p> <p>BAC Secretariat  8<sup>th</sup> Floor EDPC Building, BSP Complex  Pablo Ocampo Sr. Street corner Roxas Boulevard  Malate, Manila.</p>

	The deadline for submission of bids is on <b>September 26, 2017, 9:45 a.m.</b>
24(i)	The place of bid opening is  DFG Conference Room 4 <sup>th</sup> Floor – DOF Building Roxas Boulevard, Malate, Manila. The date and time of bid opening is on <b>September 26, 2017, 10:00 a.m.</b>
24.2	No further instructions.
24.3	No further instructions.
27.3.	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
27(iv)	No further instructions.
28.2	<i>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 the following documentary requirements:</i>  <i>a. Latest Income Business Tax Returns filed through Electronic Filing and Payments System (EFPS);</i>  <i>1. Annual Income Tax Return (BIR Form 1702) for CY 2015 and CY 2016; and</i> <i>2. Proof of VAT payments filed for CY 2017</i> <i>February 255M 2017</i> <i>March 2550Q 2017</i> <i>April 2550M 2017</i> <i>May 2550M 2017</i> <i>June 2550Q 2017</i> <i>July 2550M 2017</i>  <i>3. Taxpayer’s Identification No. with photocopy of ID</i> <i>4. BIR Tax Registration Certificate (BITR Form 2303)</i>
31(iv)(f)	<i>Submit the following contract documents relevant to the Project as required:</i> <i>1. Construction Schedule and S-curve;</i> <i>2. Manpower schedule, construction methods, equipment utilization schedule;</i> <i>3. Construction safety and health program approved by the Department of Labor and Employment;</i> <i>4. Program Evaluation Review Technique (PERT)/Critical Path Method (CPM);</i> <i>5. Contractor’s Risk (CARI); and</i> <i>6. Warranty Security after the issuance of Certificate of Completion by the DOF.</i>

32.2	<p><i>The performance security shall be in an amount not less than the required percentage of the total contract price in accordance with the following schedule:</i></p>	
	<p><i>Form of Performance Security</i></p>	<p><i>Amount of Performance Security (Not Less than the Percentage of the Total Contract Price)</i></p>
	<p><i>a. Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank</i></p>	<p><i>Ten Percent (10%)</i></p>
	<p><i>b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank</i></p>	
	<p><i>c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</i></p>	<p><i>Thirty Percent (30%)</i></p>

*Section IV. General Conditions of Contract*

## TABLE OF CONTENTS

<b>1. DEFINITIONS .....</b>	<b>48</b>
<b>2. INTERPRETATION.....</b>	<b>50</b>
<b>3. GOVERNING LANGUAGE AND LAW.....</b>	<b>51</b>
<b>4. COMMUNICATIONS.....</b>	<b>51</b>
<b>5. POSSESSION OF SITE .....</b>	<b>51</b>
<b>6. THE CONTRACTOR’S OBLIGATIONS .....</b>	<b>51</b>
<b>7. PERFORMANCE SECURITY .....</b>	<b>52</b>
<b>8. SUBCONTRACTING.....</b>	<b>53</b>
<b>9. LIQUIDATED DAMAGES.....</b>	<b>54</b>
<b>10. SITE INVESTIGATION REPORTS .....</b>	<b>54</b>
<b>11. THE PROCURING ENTITY, LICENSES AND PERMITS .....</b>	<b>54</b>
<b>12. CONTRACTOR’S RISK AND WARRANTY SECURITY.....</b>	<b>54</b>
<b>13. LIABILITY OF THE CONTRACTOR .....</b>	<b>57</b>
<b>14. PROCURING ENTITY’S RISK .....</b>	<b>57</b>
<b>15. INSURANCE .....</b>	<b>57</b>
<b>16. TERMINATION FOR DEFAULT OF CONTRACTOR.....</b>	<b>58</b>
<b>17. TERMINATION FOR DEFAULT OF PROCURING ENTITY.....</b>	<b>59</b>
<b>18. TERMINATION FOR OTHER CAUSES .....</b>	<b>59</b>
<b>19. PROCEDURES FOR TERMINATION OF CONTRACTS .....</b>	<b>61</b>
<b>20. FORCE MAJEURE, RELEASE FROM PERFORMANCE.....</b>	<b>63</b>
<b>21. RESOLUTION OF DISPUTES.....</b>	<b>64</b>
<b>22. SUSPENSION OF LOAN, CREDIT, GRANT, OR APPROPRIATION .....</b>	<b>65</b>
<b>23. PROCURING ENTITY’S REPRESENTATIVE’S DECISIONS .....</b>	<b>65</b>
<b>24. APPROVAL OF DRAWINGS AND TEMPORARY WORKS BY THE PROCURING ENTITY’S REPRESENTATIVE.....</b>	<b>65</b>
<b>25. ACCELERATION AND DELAYS ORDERED BY THE PROCURING ENTITY’S REPRESENTATIVE.....</b>	<b>65</b>
<b>26. EXTENSION OF THE INTENDED COMPLETION DATE.....</b>	<b>66</b>
<b>27. RIGHT TO VARY .....</b>	<b>66</b>
<b>28. CONTRACTORS RIGHT TO CLAIM.....</b>	<b>66</b>

<b>29. DAYWORKS.....</b>	<b>66</b>
<b>30. EARLY WARNING .....</b>	<b>67</b>
<b>31. PROGRAM OF WORK .....</b>	<b>67</b>
<b>32. MANAGEMENT CONFERENCES .....</b>	<b>68</b>
<b>33. BILL OF QUANTITIES .....</b>	<b>68</b>
<b>34. INSTRUCTIONS, INSPECTIONS AND AUDITS .....</b>	<b>68</b>
<b>35. IDENTIFYING DEFECTS.....</b>	<b>69</b>
<b>36. COST OF REPAIRS .....</b>	<b>69</b>
<b>37. CORRECTION OF DEFECTS.....</b>	<b>69</b>
<b>38. UNCORRECTED DEFECTS .....</b>	<b>69</b>
<b>39. ADVANCE PAYMENT .....</b>	<b>69</b>
<b>40. PROGRESS PAYMENTS.....</b>	<b>70</b>
<b>41. PAYMENT CERTIFICATES .....</b>	<b>71</b>
<b>42. RETENTION.....</b>	<b>71</b>
<b>43. VARIATION ORDERS .....</b>	<b>72</b>
<b>44. CONTRACT COMPLETION.....</b>	<b>73</b>
<b>45. SUSPENSION OF WORK.....</b>	<b>73</b>
<b>46. PAYMENT ON TERMINATION .....</b>	<b>74</b>
<b>47. EXTENSION OF CONTRACT TIME .....</b>	<b>75</b>
<b>48. PRICE ADJUSTMENT .....</b>	<b>76</b>
<b>49. COMPLETION .....</b>	<b>76</b>
<b>50. TAKING OVER .....</b>	<b>76</b>
<b>51. OPERATING AND MAINTENANCE MANUALS .....</b>	<b>76</b>

## 1. Definitions

For purposes of this Clause, boldface type is used to identify defined terms.

- 1.1. The **Arbiter** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in **GCC** Clause 21.
- 1.2. **Bill of Quantities** refers to a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.
- 1.3. The **Completion Date** is the date of completion of the Works as certified by the Procuring Entity's Representative, in accordance with **GCC** Clause 49.
- 1.4. The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works.
- 1.5. The **Contract Effectivity Date** is the date of signing of the Contract. However, the contractor shall commence execution of the Works on the Start Date as defined in **GCC** Clause 1.28.
- 1.6. The **Contract Price** is the price stated in the Notice of Award and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract
- 1.7. **Contract Time Extension** is the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.
- 1.8. The **Contractor** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.
- 1.9. The **Contractor's Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.10. **Days** are calendar days; months are calendar months.
- 1.11. **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- 1.12. A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.13. The **Defects Liability Certificate** is the certificate issued by Procuring Entity's Representative upon correction of defects by the Contractor.
- 1.14. The **Defects Liability Period** is the one year period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense.



- 1.15 **Drawings** are graphical presentations of the Works. They include all supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.
- 1.16 **Equipment** refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Work provided by the Contractor and which shall not form or are not intended to form part of the Permanent Works.
- 1.17 The **Intended Completion Date** refers to the date specified in the SCC when the Contractor is expected to have completed the Works. The Intended Completion Date may be revised only by the Procuring Entity's Representative by issuing an extension of time or an acceleration order.
- 1.18 **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.19 The **Notice to Proceed** is a written notice issued by the Procuring Entity or the Procuring Entity's Representative to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.
- 1.20 **Permanent Works** are all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity and which shall remain at the Site after the removal of all Temporary Works.
- 1.21 **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.22 The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the SCC.
- 1.23 The **Procuring Entity's Representative** refers to the Head of the Procuring Entity or his duly authorized representative, identified in the SCC, who shall be responsible for supervising the execution of the Works and administering this Contract.
- 1.24 The **Site** is the place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the SCC, or notified to the Contractor by the Procuring Entity's Representative as forming part of the Site.
- 1.25 **Site Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.26 **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.

- 1.27 **Specifications** means the description of Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.
- 1.28 The **Start Date**, as specified in the **SCC**, is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- 1.29 A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.
- 1.30 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.
- 1.31 **Work(s)** refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity's Representative; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the **SCC**.

## 2. Interpretation

- (i) In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this Contract unless specifically defined. The Procuring Entity's Representative will provide instructions clarifying queries about the Conditions of Contract.
- (ii) If sectional completion is specified in the **SCC**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- (iii) The documents forming this Contract shall be interpreted in the following order of priority:
- a) Contract Agreement;
  - b) Bid Data Sheet;
  - c) Instructions to Bidders;
  - d) Addenda to the Bidding Documents;
  - e) Special Conditions of Contract;
  - f) General Conditions of Contract;

- g) Specifications;
- h) Bill of Quantities; and
- i) Drawings.

### **3. Governing Language and Law**

- (i) This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract which are exchanged by the parties shall be written in English.
- (ii) This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

### **4. Communications**

Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is received by the concerned party.

### **5. Possession of Site**

- (i) On the date specified in the **SCC**, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with 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.
- (ii) If possession of a portion is not given by the date stated in the SCC Clause (i), 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 shall be in accordance with **GCC** Clause 47.
- (iii) The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.
- (iv) The Contractor shall allow the Procuring Entity's Representative and any person authorized by the Procuring Entity's Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.

### **6. The Contractor's Obligations**

- (i) The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.
- (ii) 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 the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- (iii) The Contractor shall be responsible for the safety of all activities on the Site.
- (iv) The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
- (v) The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the **SCC**, 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.
- (vi) If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract.
- (vii) During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.
- (viii) The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- (ix) The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.
- (x) Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.

## **7. Performance Security**

- (i) 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 Contractor shall furnish the performance security in any of the forms prescribed in **ITB** Clause 32(ii).

- (ii) The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
- (iii) The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- (iv) The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
  - (b) The Contractor has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the **SCC**.
- (v) The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause 32(ii) to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.
- (vi) In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.
- (vii) Unless otherwise indicated in the **SCC**, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 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.

## **8. Subcontracting**

- (i) Unless otherwise indicated in the **SCC**, the Contractor cannot subcontract Works more than the percentage specified in **BDS** Clause (i).

- (ii) Subcontracting of any portion of the Works does not relieve the Contractor of any liability or obligation under this Contract. The Contractor will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- (iii) If subcontracting is allowed. The contractor may identify its subcontractor during contract implementation stage. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by any Procuring Entity to be eligible, the subcontracting of such portion of the Works shall be disallowed.

## **9. Liquidated Damages**

- (i) The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity may rescind or terminate this Contract, without prejudice to other courses of action and remedies available under the circumstances.
- (ii) If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

## **10. 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.

## **11. The Procuring Entity, Licenses and Permits**

The Procuring Entity shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals, which are required for the Works.

## **12. Contractor's Risk and Warranty Security**

- (i) The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his

personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.

- (ii) The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
- (iii) Unless otherwise indicated in the SCC, in case the Contractor fails to comply with the preceding paragraph, 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.
- (iv) After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for “Structural Defects,” *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or “Structural Failures,” *i.e.*, where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:
  - (a) Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
  - (b) Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
  - (c) Procuring Entity’s Representatives/Project Manager/Construction Managers and Supervisors – The project owner’s representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;
  - (d) Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in

which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.

- (e) Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.
- (v) The warranty against Structural Defects/Failures, except those occasioned on force majeure, shall cover the period specified in the **SCC** reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.
- (vi) The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

Form of Warranty	Amount of Warranty Security Not less than the Percentage (%) of Total Contract Price
(a) Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Five Percent (5%)
(b) Bank guarantee confirmed by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Ten Percent (10%)
(c) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission	Thirty Percent (30%)

- (vii) The warranty security shall be stated in Philippine Pesos and shall remain effective for one year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.
- (viii) In case of structural defects/failure occurring during the applicable warranty period provided in **GCC** Clause (v), the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.



### **13. 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.

### **14. Procuring Entity's Risk**

- (i) From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:
  - (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
    - (i) any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or
    - (ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

### **15. Insurance**

- (i) The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:
  - (a) Contractor's All Risk Insurance;
  - (b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
  - (c) Personal injury or death of Contractor's employees; and
  - (d) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.
- (ii) The Contractor shall provide evidence to the Procuring Entity's Representative that the insurances required under this Contract have been effected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity's Representative. Such evidence and such policies shall be provided to the Procuring Entity's through the Procuring Entity's Representative.
- (iii) The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall

produce to the Procuring Entity's Representative the insurance policies in force including the receipts for payment of the current premiums.

The above insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity's Representative.

- (iv) If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- (v) In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 40 until the Contractor complies with this Clause.
- (vi) The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:
  - (a) The issuer of the insurance policy to be replaced has:
    - (i) become bankrupt;
    - (ii) been placed under receivership or under a management committee;
    - (iii) been sued for suspension of payment; or
    - (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
    - (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

## **16. Termination for Default of Contractor**

- (i) The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:
  - (i) Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in

accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;

- (ii) Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or
- (iii) The Contractor:
  - (i) abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
  - (ii) does not actually have on the project Site the minimum essential equipment listed on the bid necessary to prosecute the Works in accordance with the approved Program of Work and equipment deployment schedule as required for the project;
  - (iii) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
  - (iv) neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or
  - (v) sub-lets any part of this Contract without approval by the Procuring Entity.
- (ii) All materials on the Site, Plant, Works, including Equipment purchased and funded under the Contract shall be deemed to be the property of the Procuring Entity if this Contract is rescinded because of the Contractor's default.

#### **17. Termination for Default of Procuring Entity**

The Contractor may terminate this Contract with the Procuring Entity if the works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of its own, due to any of the following reasons:

- (a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of this Contract; or
- (b) The prosecution of the Work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

#### **18. Termination for Other Causes**

- (i) The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate this Contract for the

convenience of the Procuring Entity if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.

- (ii) The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.
- (iii) Fundamental breaches of Contract shall include, but shall not be limited to, the following:
  - (a) The Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;
  - (b) The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight (28) days;
  - (c) The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;
  - (d) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity's Representative's certificate;
  - (e) The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative;
  - (f) The Contractor does not maintain a Security, which is required;
  - (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the GCC Clause 9; and
  - (h) 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, the following:

- (i) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1(a), unless otherwise specified in the SCC;
  - (ii) drawing up or using forged documents;
  - (iii) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
  - (iv) any other act analogous to the foregoing.
- (iv) The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.
  - (v) When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under **GCC** Clause (iii), the Procuring Entity's Representative shall decide whether the breach is fundamental or not.
  - (vi) If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

**19. Procedures for Termination of Contracts**

- (i) The following provisions shall govern the procedures for the termination of this Contract:
  - (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
  - (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:
    - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
    - (ii) the extent of termination, whether in whole or in part;
    - (iii) an instruction to the Contractor to show cause as to why this Contract should not be terminated; and
    - (iv) special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract;
  - (d) The Procuring Entity may, at anytime before receipt of the Contractor's verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
  - (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
  - (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.
- (ii) Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:
- (a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP");
  - (b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
    - (i) Employment of competent technical personnel, competent engineers and/or work supervisors;

- (ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - (iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  - (iv) Deployment of committed equipment, facilities, support staff and manpower; and
  - (v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
- (c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- (d) Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System ("CPES") rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance:
- (i) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
  - (ii) Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.
- (e) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

In addition to the penalty of suspension, the performance security posted by the contractor shall also be forfeited.

## **20. Force Majeure, Release From Performance**

- (i) For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.

- (ii) If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity's Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.
- (iii) If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.
- (iv) After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:
  - (a) any sum to which the Contractor is entitled under **GCC** Clause 28;
  - (b) the cost of his suspension and demobilization;
  - (c) any sum to which the Procuring Entity is entitled.
- (v) The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

## **21. Resolution of Disputes**

- (i) If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- (ii) If the Contractor believes that a decision taken by the Procuring Entity's Representative was either outside the authority given to the Procuring Entity's Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the **SCC** within fourteen (14) days of the notification of the Procuring Entity's Representative's decision.
- (iii) Any and all disputes arising from the implementation of this Contract covered by the R.A. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": *Provided, however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of the Act and its IRR: Provided, further, That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.*



**22. Suspension of Loan, Credit, Grant, or Appropriation**

In the event that the Funding Source suspends the Loan, Credit, Grant, or Appropriation to the Procuring Entity, from which part of the payments to the Contractor are being made:

- (a) The Procuring Entity is obligated to notify the Contractor of such suspension within seven (7) days of having received the suspension notice.
- (b) If the Contractor has not received sums due it for work already done within forty five (45) days from the time the Contractor's claim for payment has been certified by the Procuring Entity's Representative, the Contractor may immediately issue a suspension of work notice in accordance with **GCC** Clause 45(ii).

**23. Procuring Entity's Representative's Decisions**

- (i) Except where otherwise specifically stated, the Procuring Entity's Representative will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.
- (ii) The Procuring Entity's Representative may delegate any of his duties and responsibilities to other people, except to the Arbitrator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

**24. Approval of Drawings and Temporary Works by the Procuring Entity's Representative**

- (i) 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.
- (ii) The Contractor shall be responsible for design of Temporary Works.
- (iii) The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- (iv) The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

**25. Acceleration and Delays Ordered by the Procuring Entity's Representative**

- (i) When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity's Representative will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- (ii) If the Contractor's Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

## **26. Extension of the Intended Completion Date**

- (i) The Procuring Entity's Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.
- (ii) The Procuring Entity's Representative shall decide whether and by how much to extend the Intended Completion Date within twenty one (21) days of the Contractor asking the Procuring Entity's Representative for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

## **27. Right to Vary**

- (i) The Procuring Entity's Representative with the prior approval of the Procuring Entity may instruct Variations, up to a maximum cumulative amount of ten percent (10%) of the original contract cost.
- (ii) Variations shall be valued as follows:
  - (a) At a lump sum price agreed between the parties;
  - (b) where appropriate, at rates in this Contract;
  - (c) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
  - (d) at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the HoPE.

## **28. Contractor's Right to Claim**

If the Contractor incurs cost as a result of any of the events under **GCC** Clause 13, the Contractor shall be entitled to the amount of such cost. If as a result of any of the said events, it is necessary to change the Works, this shall be dealt with as a Variation.

## **29. Dayworks**

- (i) Subject to **GCC** Clause 43 on Variation Order, 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.
- (ii) All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity's Representative. Each completed

form shall be verified and signed by the Procuring Entity's Representative within two days of the work being done.

- (iii) The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

### **30. Early Warning**

- (i) The Contractor shall warn the Procuring Entity's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity's Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- (ii) The Contractor shall cooperate with the Procuring Entity's Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity's Representative.

### **31. Program of Work**

- (i) Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.
- (ii) An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- (iii) 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.
- (iv) The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.
- (v) When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

- (vi) All Variations shall be included in updated Program of Work produced by the Contractor.

### **32. Management Conferences**

- (i) Either the Procuring Entity's Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.
- (ii) The Procuring Entity's Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Procuring Entity's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

### **33. Bill of Quantities**

- (i) The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.
- (ii) The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- (iii) If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.
- (iv) If requested by the Procuring Entity's Representative, the Contractor shall provide the Procuring Entity's Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

### **34. Instructions, Inspections and Audits**

- (i) The Procuring Entity's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.
- (ii) If the Procuring Entity's Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.
- (iii) The Contractor shall permit the Funding Source named in the SCC to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

**35. Identifying Defects**

The Procuring Entity's Representative shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Entity's Representative may instruct the Contractor to search uncover defects and test any work that the Procuring Entity's Representative considers below standards and defective.

**36. Cost of Repairs**

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

**37. Correction of Defects**

- (i) The Procuring Entity's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is One (1) year from project completion up to final acceptance by the Procuring Entity's Representative.
- (ii) Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity's Representative's notice.
- (iii) The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.
- (iv) The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

**38. Uncorrected Defects**

- (i) The Procuring Entity shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.
- (ii) The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

**39. Advance Payment**

- (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**.

- (ii) The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.
- (iii) The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.
- (iv) The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
- (v) The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in **SCC** Clause (i).

#### **40. Progress Payments**

- (i) The Contractor may submit a request for payment for Work accomplished. Such request 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.
- (ii) The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
  - (a) Cumulative value of the work previously certified and paid for.
  - (b) Portion of the advance payment to be recouped for the month.
  - (c) Retention money in accordance with the condition of contract.
  - (d) Amount to cover third party liabilities.
  - (e) Amount to cover uncorrected discovered defects in the works.
- (iii) Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.
- (iv) The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.

- (v) Items of the Works for which a price of “0” (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

#### **41. Payment Certificates**

- (i) The Contractor shall submit to the Procuring Entity’s Representative monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- (ii) The Procuring Entity’s Representative shall check the Contractor’s monthly statement and certify the amount to be paid to the Contractor.
- (iii) The value of Work executed shall:
  - (a) be determined by the Procuring Entity’s Representative;
  - (b) comprise the value of the quantities of the items in the Bill of Quantities completed; and
  - (c) include the valuations of approved variations.
- (iv) The Procuring Entity’s Representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

#### **42. Retention**

- (i) The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Sub-Clause (ii).
- (ii) Progress payments are subject to retention of ten percent (10%), referred to as the “retention money.” Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefore.
- (iii) The total “retention money” shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%)

percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.

- (iv) On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee in a form acceptable to the Procuring Entity.

#### **43. Variation Orders**

- (i) Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the “as staked plans” or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.
- (ii) A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.
- (iii) An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.
- (iv) Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however,* That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).
- (v) In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time.



Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:

- (a) If the Procuring Entity's representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the HoPE for approval.
- (b) The HoPE or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.
- (c) The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.
- (d) The HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.
- (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Procuring Entity concerned shall not exceed thirty (30) calendar days.

#### **44. Contract Completion**

Once the project reaches an accomplishment of ninety five (95%) of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining Works, Work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

#### **45. Suspension of Work**

- (i) The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the

Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.

- (ii) The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:
  - (a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
  - (b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
  - (c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
  - (d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
  - (e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.
- (iii) In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the elapsed time between the effectivity of the order suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

#### **46. Payment on Termination**

- (i) If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

- (ii) If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- (iii) The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- (iv) If the Contractor has terminated the Contract under GCC Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

#### **47. Extension of Contract Time**

- (i) Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.
- (ii) No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- (iii) Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- (iv) No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.
- (v) Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the

preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the HoPE. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

**48. Price Adjustment**

Except for extraordinary circumstances as determined by NEDA and approved by the GPPB, no price escalation shall be allowed. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

**49. Completion**

The Contractor shall request the Procuring Entity's Representative to issue a certificate of Completion of the Works, and the Procuring Entity's Representative will do so upon deciding that the work is completed.

**50. Taking Over**

The Procuring Entity shall take over the Site and the Works within seven (7) days from the date the Procuring Entity's Representative issues a certificate of Completion.

**51. Operating and Maintenance Manuals**

- (i) If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.
- (ii) If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative shall 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																	
1.17	<p>The <b>Intended Completion Date</b> is <i>150 calendar days from the Start Date as defined in GCC 1.28</i></p> <p><i>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</i></p>																
1.22	The <b>Procuring Entity</b> is <i>Department of Finance (DOF).</i>																
1.23	The <b>Procuring Entity's Representative</b> is <b>Undersecretary Gil S. Beltran, Department of Finance Building, Roxas Boulevard, Malate, Manila</b>																
1.24	The <b>Site</b> is located at <i>the Department of Finance, BSP Complex, Roxas Boulevard, Malate Manila.</i>																
1.28	<p>The <b>Start Date</b> is <i>[Insert date].</i></p> <p><i>NOTE: The start date shall be the date of receipt of the Notice to Proceed.</i></p>																
1.31	<p>The <b>Works</b> consist of <b>Renovation of the Department of Finance Building – Package 1</b> which includes Architectural, Civil, Electrical, Mechanical, Sanitary and Structural works, as maybe applicable, for the following scope of works :</p> <ol style="list-style-type: none"> <li>a. Renovation of the Ground Floor;</li> <li>b. Construction of a driveway;</li> <li>c. Upgrade of Existing Power Back-up;</li> <li>d. Upgrade of Building Mechanical System;</li> <li>e. Installation of Additional Water Storage Facility;</li> <li>f. Installation of Sewerage Treatment Plant</li> </ol>																
2(ii)	<i>No further instruction</i>																
5(i)	The <b>Procuring Entity</b> shall give possession of all parts of the Site to the Contractor <i>[insert date].</i>																
6(v)	<p>The Contractor shall employ the following <b>Key Personnel</b>:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Position</th> <th style="text-align: center;">Experience</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Project Manager</td> <td style="text-align: center;">10 years</td> </tr> <tr> <td style="text-align: center;">Project Engineers</td> <td style="text-align: center;">10 years</td> </tr> <tr> <td style="text-align: center;">Materials Engineers</td> <td style="text-align: center;">10years</td> </tr> <tr> <td style="text-align: center;">Safety Engineers</td> <td style="text-align: center;">10 years</td> </tr> <tr> <td style="text-align: center;">Foreman</td> <td style="text-align: center;">5 years</td> </tr> <tr> <td style="text-align: center;">Skilled workers</td> <td style="text-align: center;">5 years</td> </tr> <tr> <td style="text-align: center;">Labor</td> <td style="text-align: center;">5 years</td> </tr> </tbody> </table>	Position	Experience	Project Manager	10 years	Project Engineers	10 years	Materials Engineers	10years	Safety Engineers	10 years	Foreman	5 years	Skilled workers	5 years	Labor	5 years
Position	Experience																
Project Manager	10 years																
Project Engineers	10 years																
Materials Engineers	10years																
Safety Engineers	10 years																
Foreman	5 years																
Skilled workers	5 years																
Labor	5 years																

7(iv)(c)	No further instructions.
7(vii)	No further instructions.
8(i)	Refer to BDS 8.1 and 8.2
10	The site investigation reports are given upon request by contractor for a walk through with the Procuring Entity's representative/s. The conduct of site survey and investigation will determine if there is a difference between the actual site conditions and the detail presented in the bid documents. The certificate of inspection shall be an integral part of the technical documents and part of the eligibility document.
12(iii)	No further instructions.
12(v)	In case of permanent structures, such as building of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron or concrete which comply with relevant structural codes (e.g. DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnel, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.
13	<i>if the Contractor is a joint venture, "All partners to the joint venture shall be jointly and severally liable."</i>
18.3(h)(i)	No further instructions.
21(ii)	The Arbitrator is: <b><i>In case of a dispute between the procuring entity and the contractor, the dispute shall be resolved in accordance with Republic Act No. 9285 (Rev 9288) otherwise known as "Alternative Dispute Solution Act of 2004"</i></b>
29(i)	<i>Dayworks are applicable at the rate shown in the Contractor's original Bid.</i>
31(i)	<b>The Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, orders, and timing for all the activities in the Works.</b>
31(iii)	The period between Program of Work updates is 7 days.  The amount to be withheld for late submission of an updated Program of Work is 5% of the contract price.
34(iii)	The Funding Source is the <i>Government of the Philippines</i> .
39(i)	<i>The amount of the advance payment (mobilization fee) equivalent to not more than 10% shall be granted to the Contractor upon request.</i>
40(i)	<i>The first progress billing shall be allowed only after having 50% physical accomplishment of the project. Subsequent progress billing shall be after 75% and full accomplishment. Materials delivered but not installed shall not be allowed for billing.</i>

(i)	<p><i>The date by which operating and maintenance manuals are required is before the issuance of Certificate of Completion.</i></p> <p><i>The date by which “as built” drawings are required is before the issuance of the certificate of completion.</i></p>
(ii)	<p><i>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is 5% of the contract price.</i></p>



*Section VI. Specifications*

**PROJECT : RENOVATION OF THE DEPARTMENT OF FINANCE BUILDING – PACKAGE 1**

**LOCATION : P. Ocampo Corner Roxas Boulevard, Manila, Metro Manila**

**CLIENT : Department of Finance**

**SUBJECT : Package 1 - Ground Floor Renovation Instructions to Bidder and Scope of Works**

### **BACKGROUND OF THE PROJECT**

1. The Philippines' Department of Finance (DOF) (Filipino: Kagawaran ng Pananalapi) is the executive department of the Philippine government responsible for the formulation, institutionalization and administration of fiscal policies, management of the financial resources of the government, supervision of the revenue operations of all local government units, the review, approval and management of all public sector debt, and the rationalization, privatization and public accountability of corporations and assets owned, controlled or acquired by the government.
2. The proposed building renovation aims to improve the whole aspects of the office building for the betterment of its employees.
3. The proposed renovation aims to modernize the building fully, office area utilization, upgrading of utilities and office systems and provide employees with a modern and beautiful office environment to improve their overall working environment.

### **GENERAL REQUIREMENTS**

1. The contractor shall follow and deliver all requirements as stated in the “*General Requirements*” of the Technical Specifications
2. The contractor shall follow and deliver all requirements as stated in the “*Safety, Sanitation and Security Requirements*” of the Technical Specifications
3. The contractor shall follow and deliver all requirements as stated in the “*Temporary Facilities*” of the Technical Specifications
4. The contractor shall follow and deliver all requirements as stated in the “*Final Cleaning*” of the Technical Specifications
5. The contractor shall provide as-built drawings for all disciplines as required in the “*General Requirements*” of the Technical Specifications
6. The ground floor renovation project is part of the DOF building renovation and facilities improvement package 1.
7. The project scope of work encompasses all civil and utility works including all facilities (e.g. sewage treatment plant, water storage facilities, existing genset relocation, provision of new genset, etc.) located or situated at the said floor level.
8. All utility lines such as electrical, sanitary and plumbing, and mechanical lines leading up to succeeding floors shall be properly terminated at the utility riser line locations, contractor to verify actual on site.
9. All utility lines leading to the riser or main distribution line shall be properly terminated so as to accommodate the supply, delivery and installation of new main distribution lines included in package 1 of the said renovation.

10. The contractor shall provide necessary scaffolding, tools, equipment and machineries required for the renovation of the project.
11. The contractor to provide necessary board-ups, safety nets and protective partitions as required for the renovation.
12. The contractor to submit shop drawings of construction details prior to material procurement for approval of the architect/ owner.
13. All repair works for roughing-ins of utility works (sanitary, electrical and mechanical), shall be covered by the general contractor. E.g. all rough-ins for piping works below reinforced concrete slab shall be restored and repaired back to original condition by the general contractor.
14. Contractor to submit product catalogues, brochures and specifications for all materials for approval of the designer/ project manager/ owner.
15. The contractor shall submit all necessary finishing materials, hardware and fixtures for approval of the owner and architect prior to purchasing. Failure of approval of the said items gives the architect/ owner the right to reject items without any cost implications.
16. Contractor to submit fire rating certificates of steel doors for documentation and filing purposes.
17. Demolition works:
  - a. Contractor to demolish all existing walls and partitions as stated in the plan. Contractor to verify actual based on issued plans.
  - b. Contractor to excavate floor and slab based on architectural and structural plans. Contractor to verify plans for reference.
  - c. Contractor to strip all existing wall finishes affected with the renovation. Contractor to verify plans and wall finishes in relation with the existing site condition.
  - d. Contractor to dismantle existing ceiling finishes except for bottom of slab ceiling.
  - e. Contractor to dismantle all existing doors, door jambs, hardware and accessories and turnover all items to the owner for proper handling except for doors to be retained, contractor to verify plans for reference.
  - f. Contractor to dismantle all existing glass partition and accessories and turnover all items to the owner for proper handling.
  - g. Contractor to dismantle all existing lighting fixtures and electrical devices on site and all items are subject for turnover to the owner for proper handling.
  - h. Contractor to dismantle all existing AC equipment on site subject for replacement and turnover all items to the over for proper handling.
  - i. Contractor to dismantle all existing utility lines, conduits, pipes and ductworks subject for replacement as per plan.
  - j. Contractor to demolish and dismantle all existing floor finishes as per plan.
  - k. Contractor to demolish and dismantle all existing wall cubicle partition and floor tiles at existing toilets.
  - l. Contractor to demolish all existing CHB toilet partitions at common toilets.
  - m. Contractor to demolish existing lavatory counter at existing toilets.
  - n. Contractor to dismantle all existing toilet fixtures and accessories for replacement.
  - o. Contractor to dismantle existing wall mounted facial mirror at existing toilets.

- p. Contractor to demolish existing walls and slab affected for the accommodation of new elevator shaft.
- q. Contractor to dismantle existing all built-up furniture not to be retained as per plan.
- r. Contractor shall haul and dispose all debris as directed and cleared by the end user.

## **ARCHITECTURAL SCOPE OF WORKS**

1. The contractor shall retain existing genset room, demolish existing steel gate at genset room and relocate existing generator and electronic devices to new location as per plan, verify plans for new location.
2. The contractor shall demolish the existing retaining perimeter wall affected with the expansion of the new genset/ utility room location.
3. The contractor to excavate area where new sewage treatment plant shall be located, construct new sewage treatment plant based on structural designer's specification, and provide earth backfilling for slab on grade construction.
4. The contractor to chip existing tapered adobe cladding at perimeter retaining walls where new fixed glass windows and glass double swing doors shall be located, contractor to verify architectural drawings.
5. The contractor to chip existing retaining wall at perimeter main entrance to accommodate new fixed glass windows and glass double swing doors.
6. The contractor to demolish existing main entry stairs, toilets, podium driveway slab, retaining walls and elevated planters as per plan to accommodate new pedestrian stair entrance and vehicular ramp; contractor to verify architectural plans.
7. The contractor to excavate ground floor area to accommodate pile driving structural members for driveway ramp and executive parking area, contractor to verify architectural and structural plans.
8. The contractor to excavate area at ground floor to accommodate depressed floor levels as per plan, contractor to verify architectural plans.
9. The contractor to dismantle all existing partitions at the ground floor area affected with the renovation.
10. The contractor to dismantle all existing ceiling finishes on site.
11. The contractor to dismantle all existing doors and hardware on site.
12. The contractor to dismantle all existing ducting works as per plan, specifically all pressurized air supply ducts.
13. Contractor to dismantle existing trench drain grating and replace with new trench drain grating as per plan.
14. The contractor shall chip existing slab at podium floor and podium driveway floor to accommodate the fan blower room plenum space and required pipe chases as per plan.
15. The contractor to demolish existing gate and perimeter fence affected by the renovation, contractor to verify architectural demolition plans.
16. The contractor to dismantle all existing toilet fixtures and accessories and demolish existing toilet finishes.
17. The contractor to dismantle all existing electronic devices and lighting fixtures, dismantled items are subject for turnover to the owner.
18. Dismantled items subject for turnover to DOF for proper hauling and disposal.

19. The contractor to dismantle all existing pressurization blower and relocate existing in consideration of the mechanical plans.
20. The contractor to construct new perimeter walls as per plan in consideration with the structural designer's specification with load bearing walls.
21. The contractor to apply waterproofing at perimeter walls especially at the perimeter walls bounding the utility room, verify architectural specifications regarding type of waterproofing for application with the said area.
22. The contractor to construct new perimeter walls in between DOF and BSP parking spaces and retain existing panel partition.
23. The contractor to construct new slab for extended areas, areas with new floor elevations and areas subject for slope & elevation corrections. Contractor to verify architectural plans.
24. The contractor to construct new walls as per plan, verify material and details with architectural plans.
25. The contractor to paint all walls as per technical specifications, contractor to follow manufacturer's standard and submit swatches for approval.
26. The contractor to supply, deliver and install new floor finishes as per plan, verify architectural drawings and technical specifications.
27. The contractor shall repaint all existing parking area, existing water storage area, chiller room storage, fan room, electrical room, storage room and switchboard room to be retained using epoxy painted primer and finish, any repairs needed upon actual investigation shall be included in the contractor's scope of work.
28. The contractor shall supply, deliver and install aluminium door threshold at all doors having different floor elevations due to material differences, the contractor to submit sample section of threshold for approval.
29. The contractor shall repaint all existing concrete wheel stopper at ground floor using epoxy paint primer and paint, the contractor shall repair damaged surfaces prior to painting of primer and desired finishing top coat.
30. The contractor to supply, deliver and install new ceiling finishes as per plan, verify architectural drawings.
31. The contractor to repaint existing bottom of slab using latex primer and paint, the contractor shall repair damaged surfaces prior to painting of primer and desired finishing top coat.
32. The contractor to supply, deliver and install new door requirements as per schedule of doors and windows.
33. The contractor to supply, fabricate, deliver and install required steel gate as per plan, verify architectural plans.
34. The contractor to supply, deliver and install new lighting fixtures as per plan.
35. The contractor to supply, deliver and install automated metal roll-up doors at ground floor main entrance, front perimeter glass partitions, storage areas, GSD storage, records and archives storage and building core accesses based on plan and specifications.
36. The contractor to relocate existing compactor equipment to new location as per plan, contractor to verify architectural layout.
37. The contractor to retain existing fire exit stair location, retain and clean existing pebble washout floor finish using pressurized water and rebuff existing stainless steel handrail.
38. The contractor to replace existing toilet fixtures and accessories as per technical specifications and plan, contractor to verify architectural plans.

39. The contractor to supply, deliver and install new toilet fixtures and accessories based on technical specifications and plans.
40. The contractor to demolish all existing granite counter and replace with new granite counter, verify architectural plans for reference.
41. The contractor to supply, deliver and install new phenolic toilet partition complete with stainless steel hardware and accessories. Contractor to verify architectural plans and specifications for reference.
42. The contractor to construct new reinforced concrete columns as per plan, verify structural plans for reference.
43. The contractor to construct i-beam column and beams on reinforced concrete pedestal to support new automated roll-up door units for new perimeter glass doors and partitions.
44. The contractor to clad newly constructed i-beam column and beams, including roll-up door storage using non-combustible aluminium composite panel with required framing as per manufacturer's standard.
45. The contractor shall supply, deliver and install all necessary requirements and equipment for sewage treatment plant as per sanitary and plumbing plans.
46. The contractor to supply, deliver and install fiberglass water storage at the utility area as per sanitary and plumbing plans and specifications.
47. The contractor to provide transfer pumps and tap the said pumps to existing water supply line, verify sanitary and plumbing plans.
48. The contractor to supply, deliver and install new piping layout for water supply and drain lines as per sanitary and plumbing plans. The contractor to supply, deliver and install necessary pipe fittings and valves required as per sanitary and plumbing plans.
49. The contractor to provide water supply and drain stub outs for dental chair and mobile sink for each dental clinic, verify sanitary and plumbing plans for reference.
50. The contractor to supply, deliver and install sump pit complete with necessary pumps and accessories, contractor to verify sanitary and plumbing plans and specifications.
51. The contractor to tap existing main drain line to sewage treatment plant, contractor to verify sanitary and plumbing plans and specifications for reference.
52. The contractor to tap newly constructed security quarter's toilet to existing main drain line, contractor to verify actual tapping point on site.
53. The contractor to supply, deliver and install new AHU unit and tap to existing chiller. All necessary piping and fitting requirements shall be supplied and installed by the contractor as per plan.
54. The contractor to supply, deliver and install new centralized ceiling ductworks including necessary accessories and hangers as per mechanical plans and specifications.
55. The contractor to supply, fabricate, deliver and install new supply and air return diffusers as required for the area, contractor to verify mechanical plans and specifications.
56. The contractor to supply, deliver and install new back-up airconditioning units for the ground floor, contractor to verify type and specifications with mechanical plans and specifications.
57. The contractor to supply deliver and install new carbon monoxide sensors at the parking area as per plan and specifications, verify mechanical plans and specifications.

58. The contractor to relocate existing pressurization blowers, verify mechanical plans and specifications.
59. The contractor to supply, deliver and install new sets of exhaust ducts with diffusers at the ground floor parking area, complete with necessary accessories and hangers; as per mechanical plans and specifications.
60. The contractor to supply, deliver and install all necessary exhaust fan requirements as per mechanical plan and specifications.
61. The contractor to relocate existing sprinkler heads as per plan, verify mechanical plans and specifications for further reference.
62. The contractor to supply, delivery and install new sprinkler head units, complete with necessary piping, hangers and accessories as per mechanical plans and specifications.
63. The contractor to verify existing fire pump and jockey pump condition, if the said pumps are in need of repair or replacement, it is the contractor's discretion to report to the architect for proper action.
64. The contractor to provide necessary wirings for exterior lighting, interior lighting, convenience outlets (UPS and normal) as per electrical plan and specifications.
65. The contractor to supply, deliver and install new switches and wirings necessary for the electrical and mechanical system of the building, as per electrical designer's plan and specifications.
66. The contractor to supply, deliver and install required panel boards, wirings and electrical devices for all new pumps as per sanitary plans, contractor to verify electrical plans and specifications.
67. The contractor to supply, deliver and install necessary wirings, panel boards and accessories required to accommodate the new and existing gensets as per plan and specifications.
68. The contractor to provide new panel boards based on electrical plans and specifications.
69. The contractor to tapped all new cables and wires to existing electrical system, contractor to verify actual site condition and electrical plans and specifications.
70. The contractor to supply, deliver and install battery packs compatible to lighting fixtures specified in the architectural specification for emergency lighting provisions.
71. The contractor to provide necessary grounding system for workstations as required and specified by the electrical designer.
72. The contractor to supply, deliver and install new smoke and heat detector units as per electrical plan and specifications. The said smoke and heat detectors shall be tapped to new fully-addressable FDAS panel.
73. The contractor to supply, deliver and install new fully-addressable FDAS panel, complete with necessary accessories as per electrical designer's specifications. The said FDAS panel shall be located at the fire command center.
74. The contractor to supply, deliver and install necessary control requirements (wirings, switches, etc.) for the automation of all automated roll-up doors as per architectural plan, all switches shall be located at the fire command center.
75. Supply, delivery and installation of walkthrough metal detector, complete with necessary accessories at main entry points; including training and commissioning.
76. Supply, delivery and installation of x-ray baggage scanner complete with necessary accessories at main entry points; including training and commissioning.

End of Architectural Scope of Works

## **ELECTRICAL SCOPE OF WORKS**

The work under this Division consist of furnishing all materials, equipment tools, labor and all other services necessary to complete and make ready for operation the Electrical Power and Lighting System, Fire Detection & Alarm System, Public Address/ Background Music System described below and or indicated in the Electrical Plans & Auxiliary Plans in accordance with the latest edition of the National Building Code, Philippine Electrical Code Part 1 and Part 2, National Electrical Code (NFPA 70) , Fire Code of the Philippines, National Fire Alarm Code (NFPA 72), Life Safety Code (NFPA 101), Illuminating Engineering Society (IES), National Electrical Manufacturers Association (NEMA), American National Standards Institute (ANSI), Under Writers Laboratories (UL) and this Specifications and General Conditions of the Contract.

### 1. WORK INCLUDED:

The work shall include the following furnishing and installation, each complete and in proper operation condition, unless otherwise stated in these specifications:

- a. Panel boards at various locations including circuit breakers/synchronizing switchgears, automatic transfer switch and all its accessories as indicated in the electrical riser diagram.
- b. Feeder and branch circuit conductors with necessary conduits approved type of fittings and devices as indicated on the electrical plans.
- c. All types of utilization devices, outlets and wall switches with proper cover plates.
- d. All lighting fixtures, wiring devices and necessary wiring of the building.
- e. ACCU and cable outlets including conduits and fittings, conductors as indicated on the plans; and
- f. All other items as stated, specified and as shown in these specifications and plans.
- g. Complete conduit system, boxes and faceplates, telephone terminal cabinet blocks including the cable of telephone and intercom system and telephone service entrance cable.
- h. Complete grounding system and lightning protection and TVSS.
- i. Perform terminations for all electrical system and complete testing.
- j. Automatic Transfer Switch, Genset & Synchronizing switchgear installations.
- k. Preparation of As-Built: plans and drawings.
- l. If anything has been omitted in any item of work or materials, usually furnished which are necessary for the completion of the Electrical Work as outlined



herein before, then such items must be and are hereby included in this Division of the work.

- m. The Electrical contractor must have a PCAB licensed on their field of specifications. The electrical contractor must submit short circuit calculation, load flow analysis, arc flash & protection coordination study of the whole system of the building.
- n. Existing Transformer for Data Center shall be used, Contractor shall provide feeder wires & conduit from LVSB (See Power Single Line Diagram for reference) to data center room at 4th Floor for the tapping point of the Transformer. DOF

## 2. CODES & INSPECTIONS:

The work under this contract is to be installed according to the requirements of the latest edition of the National Building Code, Philippine Electrical Code, National Electrical Code (NFPA 70) , Fire Code of the Philippines, National Fire Alarm Code (NFPA 72), Life Safety Code (NFPA 101), Illuminating Engineering Society (IES), National Electrical Manufacturers Association (NEMA), American National Standards Institute (ANSI), Under Writers Laboratories (UL) and the rules and regulations of the United States Authorities.

- a. Electrical Service Application including drawings for this work shall be obtained by and at the expense of the contractor. The contractor shall comply with all the requirements of the utility companies with regards to the service applications.

## 3. MATERIALS & METHODS:

### 3.1 Wires & Cables:

- a. All wires shall be copper, stranded type wire. It shall be smooth and true and of cylindrical form and shall be within 1% of the actual size called for.
- b. All wires shall comply within the requirements of the Underwriters Laboratories and as they apply to the particular usage.
- c. Wires and cables for lighting and power systems shall be plastic insulated for 600 Volts working pressure, type “THHN/THWN” unless otherwise noted on plans or specified below.
- d. All wires shall be stranded copper.
- e. For lighting and power system, no wire smaller than 3.5 mm<sup>2</sup> shall be used except otherwise noted.

### 3.2 Conduits:

- a. Conduits for interior systems shall be standard Electrical Metallic Tubing (EMT) for 50MM (2") below & Intermediate Metallic Conduit (IMC) for 65MM (2 1/2") above and shall be UL Listed.
- b. No conduit shall have more than four (90) degree bends in any one run and where necessary, pull boxes shall be provided as directed.
- c. No wire shall be pulled into any conduit until the conduit system is complete in all details, in the case of concealed work until all rough plastering or masonry has been completed and in the case of exposed work until the conduit work has been completed in every detail.
- d. The ends of all conduits shall be tightly plugged to exclude plaster, dust and moisture while in progress of construction. All conduits shall be reamed to remove all burrs.
- e. All pipes and fittings on exposed work shall be secured by means of metal clips, which shall be held in place by means of machine screws. When running over concrete surfaces, the screws shall be held in place by means of expansion sleeves. All pipes on exposed work shall be run at right angles to and parallel with the surrounding walls and shall conform to the form of the ceiling. No diagonal runs shall be allowed and all bends and offsets shall be avoided as much as possible. Where necessary conduit fittings shall be used. Piping in all cases, it shall be run perfectly straight and true, satisfactory to the Consultant on record (COR) Conduits shall be supported at 3M intervals maximum, or per PEC requirements.
- f. Intermediate metallic conduits installed outside building in contact with the soil shall be coated with asphalt paint and wrapped with asphalt/rubber tape. An additional cost of asphalt paint shall be applied over the asphalt/rubber tape.

### 3.3 Junction & Pull Boxes:

- a. All outlets of whatever kind, for all systems, there shall be provided a suitable fitting, which shall be either a box or other device especially designed to receive the type of fitting to be mounted thereon;
- b. The Contractor shall consult the COR as to the nature of the various fittings to be used before installing the outlet fittings, and shall conform strictly in the use of fittings, to the nature of the appliance to be mounted on them so that the work, when completed will be of finished design.
- c. All outlets on concealed conduit work provide galvanized pressed steel outlet boxes of standard make. These boxes shall be in all cases standard and where such boxes are not available on the market special boxes shall be secured by the Contractor at his own expense.
- d. Junction and pull boxes, of Code gauge steel, galvanized shall be provided as indicated or as required for facilitating the pulling of wires and cables. Pull boxes in finished places shall be located and installed with the permission and to the satisfaction of both COR.
- e. All junction and pull boxes on exposed conduit work shall be provided with hubs for threaded pipe entry and covers provided with neoprene gaskets.

### 3.4 Wall Switches:

- a. Wall switches shall be rated at 16 amperes, 230 volts AC. Switches shall be of the quiet type. The type of switch shall be tumbler operation and the color, plating and appearance of wall plates shall be as selected by the COR/ Architect. Appropriate samples shall be submitted prior to the purchases of wall switches and faceplates.

### 3.5 Wall Receptacles / Convenience Outlets:

- a. Receptacle outlets, in general, shall be for flush mounting, duplex type rated at 16 ampere, 230 volts parallel slots grounding type unless otherwise indicated on drawings. Type and color of receptacle outlet and plates shall be as selected by the COR/Architect. Appropriate samples of outlets and plates shall be submitted prior to purchase of devices.

### 3.6 Plates:

- a. All switches and receptacle plates shall be of stainless satin finish or as directed by the COR/Architect.

### 3.7 Panels & Cabinets:

- a. Standard panels and cabinets, as far as possible, shall be used and assembled on job. All panels shall be of dead front construction, furnish with trims for flush or surface mounting as provide. Cabinets shall be of Code gauge steel with gutters at least 4-inch wide and wider if necessary. The trim for all panels shall be finished in industrial beige color over a coat of rust inhibitor;
- b. Panels and cabinets shall be beige color powder coated.
- c. Power panel & breakers shall be approved by COR, circuit breakers of sizes voltage rating and interrupting capacity as called for a plans and bolt-on type, center main.  
Submit Short Circuit Analysis and Voltage Drop Calculation prior to the purchase of the Panel board. And after securing the Short circuit analysis the Electrical contractor must submit a protective coordination study and apply to the electrical system facilities.
- d. Power Panel's main bus work shall be rated in amperes equal to or exceed over-current protective device immediately ahead of it. All bus works shall be properly secured to withstand available short circuit forces at the location.

### 3.8 INDIVIDUAL BREAKERS AND SWITCHES:

- a. Provide individual circuit breakers, safety switches, and disconnect switches where indicated on plans, voltage ratings shall be suitable in each case of service application.
- b. All protective devices shall meet NEMA, Underwriters Laboratories, Inc.
- c. Circuit breakers shall consists of a quick-make, quick-break type entirely trip-free operating mechanism with contacts, interrupter, and thermal-magnetic trip unit for each pole, all enclosed in a molded-phenolic case. The thermal-magnetic trip units shall provide time-delayed overload protection and instantaneous short circuit protection, and shall operate a common trip bar which open all pole in case of overload or short-circuit current in any one pole. Circuit breaker shall be trip indicating, with the tripped position or breaker handle midway between "ON" and "OFF" position.
- d. Circuit breakers rated above 100 amperes shall have interchangeable trip units.
- e. All circuit breaker with a rating of 1000 ampere shall be Molded case type and 1200 ampere shall be Power breaker type.

### 3.9 LOCATION OF WIRING AND OUTLETS:

- a. The Contractor shall coordinate his work with all parties involved so that exact locations may be obtained for all outlets, apparatus, appliances and wiring.
- b. The location of outlets shown on diagrammatic wiring plans shall be considered as approximate and it shall be incumbent upon the Contractor, before installation of outlets/boxes, to study all pertinent drawings and obtain precise information from the architectural schedules, scale drawings, large scale and full size details of finished rooms, approved shop drawings of other parties involved or from the COR. It shall be understood that any outlet may be relocated a distance not exceeding 4.5M from the location shown on the drawings, if so directed by the COR. Contractor shall make any necessary adjustment of his work to fit conditions for recessed fixtures and for outlets occurring in glazed tile, block, terra cotta, marble, wood paneling, or other special finish materials, in order that all boxes may register flush with finish and shall be centered properly. In centering outlets, due allowance shall be made for overhead piping ducts, windows, and door trim variations in thickness of furring, plastering,

etc., as erected, regardless of conditions which may be otherwise shown on small scale drawings. Outlets incorrectly located shall be properly relocated at the Contractor's expense. Local switches which are shown near doors shall be located at the strike side of the door as finally hung, regardless of swing shown on the drawings.

- c. The center line of wall, outlets, socket outlets, switches, telephone outlets, pilot lights, indicating lights, and fan outlets, shall be installed at heights above finished floor or as specified on the Architect's drawings. Where mounting heights are specified on the Electrical drawings, they shall be verified with Architect's drawings before installation. Where glazed tile, block, terra cotta occur, outlets shall be centered on the nearest joint to the height given.

#### 4. INSPECTION AND TEST:

- a. The COR shall have access to all parts of the work at all times and shall be furnished such information and assistance by the contractor. All installation shall be subjected to test and any damage done during testing shall be borne by the contractor.
- b. The contractor must provide protective coordination study at existing LVSB from upstream to downstream circuit breakers before energization of the system.

#### 5. STANDARD OF WORKMANSHIP:

The contractor shall execute all work in neat and workmanlike manner and shall do all necessary work whether it is clearly specified in this specification or shown in the drawing or not. Best practice in modern electrical installation shall be employed. Submit Methodology of construction and approved by COR.

End of Electrical Scope of Works

### **SANITARY AND PLUMBING SCOPE OF WORKS**

- I. Unless otherwise specified, the Contractor or his sub-contractor shall furnish all materials, tools, equipment, apparatus, appliances, accessories, transportation, labor and supervision required for the complete installation and testing of the Plumbing System ready for use in accordance with the best practice of the Plumbing Trade for the satisfactory completion of the works:

II. The works essentially shall include, but shall not necessarily be limited to the following items:

**A. General**

1. The Plumbing Contractor is required to refer to all architectural, structural, mechanical, fire protection and electrical plans and investigate all possible interference and conditions affecting his work.
2. All work shall comply with the pertinent provisions of the National Plumbing Code of the Philippines, the Code on Sanitation of the Philippines and/or the rules and regulations of concerned city or municipality.
3. Supply and installation of plumbing equipment complete with controller, breakers, starters, pressure switch and its appurtenances including trims and its accessories to complete the system of the following:
  - 3.1 New Transfer Pumps complete with controllers. Accessories to include electrical wiring from pumps to motor controllers.
  - 3.2 New Booster Pumps complete with controllers. Accessories to include electrical wiring from pumps to motor controllers.
  - 3.3 New Sump Pump with accessories to include electrical wiring from pumps to motor controller.
  - 3.4 Start-up, testing and commissioning.
4. Miscellaneous stainless steel metal works of the plumbing utilities and its appurtenances including, ladder rungs, sleeves, manhole cover, vents, drains trims and its accessories of the following:
  - 4.1 Domestic Water Storage tank /or Cistern.
  - 4.2 Central Oil Interceptor
  - 4.3 Central Grease Tank

5. Testing for leakages of all building drains, waste, sewer, venting system including pressure testing and disinfection of the water supply and distribution system. Also leak test and disinfection of domestic and fire storage water tanks.
6. Excavation, trenching and backfilling including provision of pipe sleeves and block-outs pipe line punches / cross thru walls, beams and slabs provided with firestopping materials for the satisfactory completion of the works shall be included.
7. Miscellaneous items and other accessories required for the satisfactory completion of the plumbing works.
8. Securing and payments of all permits, licenses and bonds construction purposes as required.
9. Contingency to include furnishing of written one (1) year warranty on the plumbing system.
10. Preparation and submission of as-built drawings in producible sheets including five (5) white prints copies at no cost to the Owner(s).
11. Securing and payments of all contractor's taxes, VAT, etc.

## **B. Site Utilities**

Site Utilities of plumbing works, complete with appurtenances and accessories for the satisfactory completion of the system:

1. Supply and installation of new water service from existing main water connection line up to the proposed new domestic water tank.
2. Domestic waste and sewage collection system including discharge/tapping to the proposed Sewage Treatment Plant.
3. Exterior storm drainage system of the building including supply and installation of Drainage Pipe, Drainage Junction Box (DJB), Drainage manholes, including tapping of drainage line up to existing main public drainage line at site.

4. Supply and installation of condensate drainage system of the building equipment and facilities including fan coil units (FCU) and air conditioning units (ACU) separate piping with insulation up to the drainage junction box / manhole.

### **C. Ground Floor**

1. Supply and installation of new domestic water tank complete with manhole cover, vents, piping, drains, sleeves and its accessories.
2. Supply and installation of new transfer pumps complete with suction and discharge manifolds, controllers, accessories and its appurtenances.
3. Supply and installation of new cold water distribution system connect from existing main water downfeed up to new plumbing fixtures unit including roughing-in of isolation/gate valves, cold water lines, risers, fittings, hangers, support trim and its accessories.
4. Supply and installation of new sewer and vent system including roughing-in of floor drains (FD), floor/ceiling cleanout, p-traps, fittings, hangers, trims and its accessories.
5. Replacement of existing plumbing fixtures at existing male and female toilets. Roughing-ins to be replaced with new water, sewer and vent lines, connect from existing main down feed/collectors at pipe chase. Water closets shall have bidet sprays.
6. Supply and installation of new kitchen waste lines up to Central Grease Tank.
7. Supply and installation of storm drainage system up to the existing drainage manholes including downspouts, main drainage collector lines, fittings, hangers, supports, trims and its accessories.
8. Supply and installation of emergency Sump Pit with Sump Pumps complete With controllers and accessories discharge up to exterior drainage manhole.
9. Supply and installation of new trench with gratings and parking floor drains at parking area.
10. Supply and installation of new Oil Interceptor. Existing oil interceptor and its piping to be removed.



11. Supply and installation of condensate drainage system of the building equipment and facilities including fan coil units (FCU) and air conditioning units (ACU) separate piping with insulation up to the drainage junction box / manhole.

12. Removal of all existing pipes part of demolition and not necessary at site.

End of Sanitary and Plumbing Scope of Works

### **MECHANICAL SCOPE OF WORKS**

I. Under this section of the specifications, provide all labor, materials and equipment and perform all the work necessary for the complete execution of all the work as shown on Drawings and Specified in this specification.

II. Scope of work shall include but not be limited to the following principal items of work for Air-Conditioning and Mechanical Ventilation System, Smoke Extraction System, Pressurization System, Fresh Air System, Gas Piping System and Carbon Monoxide Monitoring System.

III. Ground Floor

1. Supply and installation of AHU, VRF (Outdoor and Indoor Unit), Ventilating Fans.

2. Supply and installation of Carbon Monoxide Monitoring and Control System

3. Supply and installation of air conditioning ductwork and accessories such as dampers, diffusers, test holes, access panels.

4. Supply and installation of ventilation ductwork and accessories such as dampers access panel diffusers. This includes staircase pressurization and smoke extraction system.

5. Supply and installation of piping for chilled water system including valves, fittings, condensate pipe and accessories such as pressure gauges, thermometers, air vents etc.

6. Supply and installation of insulation for ductwork, chilled water piping and air conditioning equipment.
7. Supply and installation of air conditioning and ventilation equipment including air handling units, fan coil units, variable refrigerant flow units, split units, motor controls and starters, fans and blowers.
8. Supply and installation of automatic control for both air conditioning and mechanical ventilation systems including automatic temperature controls, chilled water plant controls, vrf system control, fans and blower flow control.
9. Supply and installation of refrigerant piping system.

IV. Others:

1. Testing balancing and commissioning
2. Free maintenance for a period of 12 months after practical completion
3. Supply of manufacturer's recommended spare parts.
4. Furnishing and installation of instruction and identifications boards, charts, signs and markers, to include operating methods and instructions.
5. Priming and finish painting of clad and exposed piping and other part of chilled water and refrigerant piping.
6. Miscellaneous items and other related materials required for the satisfactory completion of the air conditioning and ventilation system to include metal works, hangers, supports, anchors, bolts, bracing, vibration isolators, equipment concrete pads, and its accessories.
7. Securing and payment of permits, licenses and bonds for the construction purposes, including approval from local government unit.
8. Contingency to include the furnishing of written one (1) year warranty upon completion works.

9. Securing and payments of all Contractor's taxes, VAT, etc.
10. Furnishing and installation of instruction and identifications boards, charts, signs and markers, to include operating methods and instructions.
11. Priming and finish painting of cladded and exposed piping and other part of chilled water and refrigerant piping.
12. Miscellaneous items and other related materials required for the satisfactory completion of the air conditioning and ventilation system to include metal works, hangers, supports, anchors, bolts, bracing, vibration isolators, equipment concrete pads, equipment structural support and its accessories.
13. Preparation and submission of Shop-Drawings based on actual site condition.
14. Preparation and submission of As-Built drawings in reproducible sheets including five (5) white prints copies at no cost to the Owner(s).

End of Mechanical Scope of Works

### **FIRE PROTECTION SCOPE OF WORKS**

- I. Furnishing of all materials, labor, tools, equipment and accessories for the complete installation, testing and adjustment, ready for use of the proposed automatic fire sprinkler system.
- II. The works essentially shall include, but shall not necessarily be limited to the following items:
- III. General
  1. All openings through which fire may spread from one floor to the other, such as holes
  2. through floors made for the passage of plumbing pipes and electrical circuits shall be sealed with fire resistant / or fire stopping materials.
  3. Furnishing and installation of instruction and identifications boards, charts, signs and markers, to include operating methods and instructions.

4. Priming and finish painting (red) of clad and exposed piping and other part of sprinkler system except for sprinkler heads.
5. Complete testing and commissioning, start-up of the floor Automatic Fire Sprinkler System in accordance with NFPA-13, to include cleaning, draining, adjusting and inspecting.
6. Miscellaneous items and other related materials required for the satisfactory completion of the sprinkler system to include metal works, hangers, supports, anchors, bolts, bracing and its accessories.
7. Securing and payment of permits, licenses and bonds for the construction purposes, including approval from the Fire Department having jurisdictions.
8. Contingency to include the furnishing of written one (1) year warranty upon completion works of sprinkler system.
9. Preparation and submission of As-Built drawings in reproducible sheets including five (5) white prints copies at no cost to the Owner(s).
10. Securing and payments of all Contractor's taxes, VAT, etc.

#### IV. Ground Floor

1. Supply/relocate and install complete with the automatic fire sprinkler system (AFSS) consisting of new supply fire lines, branch lines, fittings, valves, hangers, trims and its accessories required to complete the system.
2. Supply/relocate and install complete with the sprinkler heads including spares and cabinet for sprinkler system tools and stocks, trims and its accessories required to complete the system.
3. Supply/relocate and install complete with the portable fire extinguishing system consisting of mounting support, bracket, trims and its accessories required to complete the system.
4. Supply and install complete with the new Fire Hose Cabinets (FHC) consisting of mounting support, bracket, trims and its accessories required to complete the system.
5. Supply and installation of new Fire Department Connection Inlet (Wet/Dry)

complete with accessories.

6. All existing (relocated and retained/not relocated) pendent, upright and sidewall sprinkler heads shall be replaced with new.
7. Supply and installation of Back-up Fire pump (Diesel Driven) including controllers, pressure relief valves, alarm check valve, OS and Y valves, check valve, sound and vibrator isolator flexible connector, suction strainer, pressure gauge, trims, fuel tank, battery rack with cable, and its accessories required to complete the system including internal wiring of factory assembled procured equipment.

End of Fire Protection Scope of Works

**PROJECT : DEPARTMENT OF FINANCE EXECUTIVE TOWER  
RENOVATION**

**LOCATION : P. Ocampo Corner Roxas Boulevard, Manila,  
Metro Manila**

**CLIENT : Department of Finance**

**SUBJECT : Package 1 - Podium Driveway Renovation Instructions to  
Bidder and Scope of Works**

### **BACKGROUND OF THE PROJECT**

1. The Philippines' Department of Finance (DOF) (Filipino: KagawaranngPananalapi) is the executive department of the Philippine government responsible for the formulation, institutionalization and administration of fiscal policies, management of the financial resources of the government, supervision of the revenue operations of all local government units, the review, approval and management of all public sector debt, and the rationalization, privatization and public accountability of corporations and assets owned, controlled or acquired by the government.
2. The proposed building renovation aims to improve the whole aspects of the office building for the betterment of its employees.
3. The proposed renovation aims to modernize the building fully, office area utilization, upgrading of utilities and office systems and provide employees with a modern and beautiful office environment to improve their overall working environment.

### **GENERAL REQUIREMENTS**

1. The contractor shall follow and deliver all requirements as stated in the “*General Requirements*” of the Technical Specifications
2. The contractor shall follow and deliver all requirements as stated in the “*Safety, Sanitation and Security Requirements*” of the Technical Specifications
3. The contractor shall follow and deliver all requirements as stated in the “*Temporary Facilities*” of the Technical Specifications
4. The contractor shall follow and deliver all requirements as stated in the “*Final Cleaning*” of the Technical Specifications
5. The contractor shall provide as- built drawings for all disciplines as required in the “*General Requirements*” of the Technical Specifications
6. The podium driveway renovation project is part of the DOF building renovation and facilities improvement package 1.
7. The project scope of work encompasses all civil and utility works including all facilities located or situated at the said floor level.
8. All utility lines such as electrical, sanitary and plumbing, and mechanical lines leading up to succeeding floors shall be properly terminated at the utility riser line locations, contractor to verify actual on site.
9. All utility lines leading to the riser or main distribution line shall be properly terminated so as to accommodate the supply, delivery and installation of new main distribution lines included in package 1 of the said renovation.
10. The contractor shall provide necessary scaffolding, tools, equipment and machineries required for the renovation of the project.
11. The contractor to provide necessary board-ups, safety nets and protective partitions as required for the renovation.
12. The contractor to submit shop drawings of construction details prior to material procurement for approval of the architect/ owner.
13. All repair works for roughing-ins of utility works (sanitary, electrical and mechanical), shall be covered by the general contractor. E.g. all rough-ins for piping works below reinforced concrete slab shall be restored and repaired back to original condition by the general contractor.
14. Contractor to submit product catalogues, brochures and specifications for all materials for approval of the designer/ project manager/ owner.
15. The contractor shall submit all necessary finishing materials, hardware and fixtures for approval of the owner and architect prior to purchasing. Failure of approval of the said items gives the architect/ owner the right to reject items without any cost implications.
16. Contractor to submit fire rating certificates of steel doors for documentation and filing purposes.
17. Demolition works:
  - a. Contractor to demolish all existing walls and partitions as reflected in the plan. Contractor to verify actual based on issued plans.
  - b. Contractor to excavate floor and slab based on architectural and structural plans. Contractor to verify plans for reference.
  - c. Contractor to demolish affected sidewalk area to accommodate construction of driveway ramp.
  - d. Contractor to strip all existing wall finishes affected with the renovation. Contractor to verify plans and wall finishes in relation with the existing site condition.

- e. Contractor to dismantle all existing doors, door jambs, hardware and accessories and turnover all items to the owner for proper handling except for doors to be retained, contractor to verify plans for reference.
- f. Contractor to dismantle existing perimeter fence and gates affected with the renovation project.
- g. Contractor to dismantle all existing lighting fixtures and electrical devices on affected areas and all items are subject for turnover to the owner for proper handling.
- h. Contractor to dismantle all existing utility lines, conduits, pipes and ductworks subject for replacement as per plan.
- i. Contractor to demolish and dismantle all existing floor finishes as per plan.
- j. Contractor to dismantle all existing toilet fixtures and accessories for replacement.

### **ARCHITECTURAL SCOPE OF WORKS**

1. The contractor shall demolish existing reinforced concrete structures (stairs, toilets, planters and slab) as per plan.
2. Demolition works for affected areas at sidewalk level for the construction of the driveway ramp.
3. Dismantling of existing outdoor lighting fixtures affected during the renovation, contractor to verify affected items as per plan.
4. Construction of ramp for demolished sidewalk area as per plan.
5. Contractor to strip and clean existing slab surfaces subject for repainting as per manufacturer's standard.
6. Contractor to dismantle all existing wirings and conduits affected for the podium driveway renovation.
7. Construction of reinforced concrete driveway ramp (verify structural drawings).
8. Construction of guard house complete with structural reinforcements as per structural design. Contractor to verify architectural and structural plans for reference.
9. Construction of concrete walkways and curbs as per plan.
10. Construction of reinforced concrete plant box as per plan, contractor to verify architectural plans and details for reference.
11. Supply, delivery and installation of paver blocks for driveway ramp as per architectural drawings and specifications.
12. Construction of stamped concrete walkways with concrete curb border as per plan.
13. Construction of reinforced concrete pedestals as per structural design. Contractor to verify structural plans.
14. Construction of concrete wheel guard in epoxy painted finish.
15. Construction of perimeter fence dividing DOF and BSP compounds, contractor to verify plans and specifications for reference.
16. Painting of existing slab to be retained using epoxy paint as per manufacturer's standards.
17. All concrete curbs are subject for epoxy paint finish as per manufacturer's standards.
18. Supply delivery and installation of stainless steel handrail complete with brackets and plates as per architectural specifications and plans.
19. Painting of all exposed concrete works using epoxy paint as per manufacturer's standard.
20. Painting of all exposed steel works using epoxy paint as per manufacturer's standard.

21. Supply, delivery and installation of glass roofing material for guard house, driveway and pedestrian entry stairs as per manufacturer's standard.
22. Supply, delivery and installation of outdoor lighting fixtures as per technical specifications and architectural plans.
23. Demolition of existing slab at existing podium driveway slab as per plan to accommodate new fan blower room plenum area.
24. Construction of plenum exhaust housing at podium driveway planters area as per plan and specifications, complete with structural support, reinforced concrete slab roofing, and steel louvers in tubular steel framing. Contractor to verify architectural specifications and plans for reference.

End of Architectural Scope of Works

### **ELECTRICAL SCOPE OF WORKS**

The work under this Division consist of furnishing all materials, equipment tools, labor and all other services necessary to complete and make ready for operation the Electrical Power and Lighting System, Fire Detection & Alarm System, Public Address/ Background Music System described below and or indicated in the Electrical Plans & Auxiliary Plans in accordance with the latest edition of the National Building Code, Philippine Electrical Code Part 1 and Part 2, National Electrical Code (NFPA 70) , Fire Code of the Philippines, National Fire Alarm Code (NFPA 72), Life Safety Code (NFPA 101), Illuminating Engineering Society (IES), National Electrical Manufacturers Association (NEMA), American National Standards Institute (ANSI), Under Writers Laboratories (UL) and this Specifications and General Conditions of the Contract.

#### **1. WORK INCLUDED:**

The work shall include the following furnishing and installation, each complete and in proper operation condition, unless otherwise stated in these specifications:

- a. Panel boards at various locations including circuit breakers/synchronizing switchgears, automatic transfer switch and all its accessories as indicated in the electrical riser diagram.
- b. Feeder and branch circuit conductors with necessary conduits approved type of fittings and devices as indicated on the electrical plans.
- c. All types of utilization devices, outlets and wall switches with proper cover plates.
- d. All lighting fixtures, wiring devices and necessary wiring of the building.
- e. ACCU and cable outlets including conduits and fittings, conductors as indicated on the plans; and



- f. All other items as stated, specified and as shown in these specifications and plans.
- g. Complete conduit system, boxes and faceplates, telephone terminal cabinet blocks including the cable of telephone and intercom system and telephone service entrance cable.
- h. Complete grounding system and lightning protection and TVSS.
- i. Perform terminations for all electrical system and complete testing.
- j. Automatic Transfer Switch, Genset & Synchronizing switchgear installations.
- k. Preparation of As-Built: plans and drawings.
- l. If anything has been omitted in any item of work or materials, usually furnished which are necessary for the completion of the Electrical Work as outlined herein before, then such items must be and are hereby included in this Division of the work.
- m. The Electrical contractor must have a PCAB licensed on their field of specifications. The electrical contractor must submit short circuit calculation, load flow analysis, arc flash & protection coordination study of the whole system of the building.
- n. Existing Transformer for Data Center shall be used, Contractor shall provide feeder wires & conduit from LVSB (See Power Single Line Diagram for reference) to data center room at 4th Floor for the tapping point of the Transformer. DOF

## 2. CODES & INSPECTIONS:

The work under this contract is to be installed according to the requirements of the latest edition of the National Building Code, Philippine Electrical Code, National Electrical Code (NFPA 70) , Fire Code of the Philippines, National Fire Alarm Code (NFPA 72), Life Safety Code (NFPA 101), Illuminating Engineering Society (IES), National Electrical Manufacturers Association (NEMA), American National Standards Institute (ANSI), Under Writers Laboratories (UL) and the rules and regulations of the United States Authorities.

- a. Electrical Service Application including drawings for this work shall be obtained by and at the expense of the contractor. The contractor shall comply with all the requirements of the utility companies with regards to the service applications.

## 3. MATERIALS & METHODS:

### 3.1 Wires & Cables:

- a. All wires shall be copper, stranded type wire. It shall be smooth and true and of cylindrical form and shall be within 1% of the actual size called for.

- b. All wires shall comply within the requirements of the Underwriters Laboratories and as they apply to the particular usage.
- c. Wires and cables for lighting and power systems shall be plastic insulated for 600 Volts working pressure, type “THHN/THWN” unless otherwise noted on plans or specified below.
- d. All wires shall be stranded copper.
- e. For lighting and power system, no wire smaller than 3.5 mm<sup>2</sup> shall be used except otherwise noted.

### 3.2 Conduits:

- a. Conduits for interior systems shall be standard Electrical Metallic Tubing (EMT) for 50MM (2”) below & Intermediate Metallic Conduit (IMC) for 65MM (2 1/2”) above and shall be UL Listed.
- b. No conduit shall have more than four (90) degree bends in any one run and where necessary, pull boxes shall be provided as directed.
- c. No wire shall be pulled into any conduit until the conduit system is complete in all details, in the case of concealed work until all rough plastering or masonry has been completed and in the case of exposed work until the conduit work has been completed in every detail.
- d. The ends of all conduits shall be tightly plugged to exclude plaster, dust and moisture while in progress of construction. All conduits shall be reamed to remove all burrs.
- e. All pipes and fittings on exposed work shall be secured by means of metal clips, which shall be held in place by means of machine screws. When running over concrete surfaces, the screws shall be held in place by means of expansion sleeves. All pipes on exposed work shall be run at right angles to and parallel with the surrounding walls and shall conform to the form of the ceiling. No diagonal runs shall be allowed and all bends and offsets shall be avoided as much as possible. Where necessary conduit fittings shall be used. Piping in all cases, it shall be run perfectly straight and true, satisfactory to the Consultant on record (COR) Conduits shall be supported at 3M intervals maximum, or per PEC requirements.
- f. Intermediate metallic conduits installed outside building in contact with the soil shall be coated with asphalt paint and wrapped with asphalt/rubber tape. An additional cost of asphalt paint shall be applied over the asphalt/rubber tape.

### 3.3 Junction & Pull Boxes:

- a. All outlets of whatever kind, for all systems, there shall be provided a suitable fitting, which shall be either a box or other device especially designed to receive the type of fitting to be mounted thereon;
- b. The Contractor shall consult the COR as to the nature of the various fittings to be used before installing the outlet fittings, and shall conform strictly in the use of fittings, to

the nature of the appliance to be mounted on them so that the work, when completed will be of finished design.

- c. All outlets on concealed conduit work provide galvanized pressed steel outlet boxes of standard make. These boxes shall be in all cases standard and where such boxes are not available on the market special boxes shall be secured by the Contractor at his own expense.
- d. Junction and pull boxes, of Code gauge steel, galvanized shall be provided as indicated or as required for facilitating the pulling of wires and cables. Pull boxes in finished places shall be located and installed with the permission and to the satisfaction of both COR.
- e. All junction and pull boxes on exposed conduit work shall be provided with hubs for threaded pipe entry and covers provided with neoprene gaskets.

#### 3.4 Wall Switches:

- a. Wall switches shall be rated at 16 amperes, 230 volts AC. Switches shall be of the quiet type. The type of switch shall be tumbler operation and the color, plating and appearance of wall plates shall be as selected by the COR/ Architect. Appropriate samples shall be submitted prior to the purchases of wall switches and faceplates.

#### 3.5 Wall Receptacles / Convenience Outlets:

- a. Receptacle outlets, in general, shall be for flush mounting, duplex type rated at 16 ampere, 230 volts parallel slots grounding type unless otherwise indicated on drawings. Type and color of receptacle outlet and plates shall be as selected by the COR/Architect. Appropriate samples of outlets and plates shall be submitted prior to purchase of devices.

#### 3.6 Plates:

- a. All switches and receptacle plates shall be of stainless satin finish or as directed by the COR/Architect.

#### 3.7 Panels & Cabinets:

- a. Standard panels and cabinets, as far as possible, shall be used and assembled on job. All panels shall be of dead front construction, furnish with trims for flush or surface mounting as provide. Cabinets shall be of Code gauge steel with gutters at least 4-inch wide and wider if necessary. The trim for all panels shall be finished in industrial beige color over a coat of rust inhibitor;

- b. Panels and cabinets shall be beige color powder coated.
- c. Power panel & breakers shall be approved by COR, circuit breakers of sizes voltage rating and interrupting capacity as called for a plans and bolt-on type, center main.  
Submit Short Circuit Analysis and Voltage Drop Calculation prior to the purchase of the Panel board. And after securing the Short circuit analysis the Electrical contractor must submit a protective coordination study and apply to the electrical system facilities.
- d. Power Panel's main bus work shall be rated in amperes equal to or exceed over-current protective device immediately ahead of it. All bus works shall be properly secured to withstand available short circuit forces at the location.

### 3.8 INDIVIDUAL BREAKERS AND SWITCHES:

- a. Provide individual circuit breakers, safety switches, and disconnect switches where indicated on plans, voltage ratings shall be suitable in each case of service application.
- b. All protective devices shall meet NEMA, Underwriters Laboratories, Inc.
- c. Circuit breakers shall consists of a quick-make, quick-break type entirely trip-free operating mechanism with contacts, interrupter, and thermal-magnetic trip unit for each pole, all enclosed in a molded-phenolic case. The thermal-magnetic trip units shall provide time-delayed overload protection and instantaneous short circuit protection, and shall operate a common trip bar which open all pole in case of overload or short-circuit current in any one pole. Circuit breaker shall be trip indicating, with the tripped position or breaker handle midway between "ON" and "OFF" position.
- d. Circuit breakers rated above 100 amperes shall have interchangeable trip units.
- e. All circuit breaker with a rating of 1000 ampere shall be Molded case type and 1200 ampere shall be Power breaker type.

### 3.9 LOCATION OF WIRING AND OUTLETS:

- a. The Contractor shall coordinate his work with all parties involved so that exact locations may be obtained for all outlets, apparatus, appliances and wiring.
- b. The location of outlets shown on diagrammatic wiring plans shall be considered as approximate and it shall be incumbent upon the Contractor, before installation of

outlets/boxes, to study all pertinent drawings and obtain precise information from the architectural schedules, scale drawings, large scale and full size details of finished rooms, approved shop drawings of other parties involved or from the COR. It shall be understood that any outlet may be relocated a distance not exceeding 4.5M from the location shown on the drawings, if so directed by the COR. Contractor shall make any necessary adjustment of his work to fit conditions for recessed fixtures and for outlets occurring in glazed tile, block, terra cotta, marble, wood paneling, or other special finish materials, in order that all boxes may register flush with finish and shall be centered properly. In centering outlets, due allowance shall be made for overhead piping ducts, windows, and door trim variations in thickness of furring, plastering, etc., as erected, regardless of conditions which may be otherwise shown on small scale drawings. Outlets incorrectly located shall be properly relocated at the Contractor's expense. Local switches which are shown near doors shall be located at the strike side of the door as finally hang, regardless of swing shown on the drawings.

- c. The center line of wall, outlets, socket outlets, switches, telephone outlets, pilot lights, indicating lights, and fan outlets, shall be installed at heights above finished floor or as specified on the Architect's drawings. Where mounting heights are specified on the Electrical drawings, they shall be verified with Architect's drawings before installation. Where glazed tile, block, terra cotta occur, outlets shall be centered on the nearest joint to the height given.

#### 4. INSPECTION AND TEST:

- a. The COR shall have access to all parts of the work at all times and shall be furnished such information and assistance by the contractor. All installation shall be subjected to test and any damage done during testing shall be borne by the contractor.
- b. The contractor must provide protective coordination study at existing LVSB from upstream to downstream circuit breakers before energization of the system.

#### 5. STANDARD OF WORKMANSHIP:

The contractor shall execute all work in neat and workmanlike manner and shall do all necessary work whether it is clearly specified in this specification or shown in the drawing or not. Best practice in modern electrical installation shall be employed. Submit Methodology of construction and approved by COR.

End of Electrical Scope of Works

## **SANITARY AND PLUMBING SCOPE OF WORKS**

- I. Unless otherwise specified, the Contractor or his sub-contractor shall furnish all materials, tools, equipment, apparatus, appliances, accessories, transportation, labor and supervision required for the complete installation and testing of the Plumbing System ready for use in accordance with the best practice of the Plumbing Trade for the satisfactory completion of the works:
  
- II. The works essentially shall include, but shall not necessarily be limited to the following items:

### **A. General**

1. The Plumbing Contractor is required to refer to all architectural, structural, mechanical, fire protection and electrical plans and investigate all possible interference and conditions affecting his work.
  
2. All work shall comply with the pertinent provisions of the National Plumbing Code of the Philippines, the Code on Sanitation of the Philippines and/or the rules and regulations of concerned city or municipality.
  
3. Supply and installation of plumbing equipment complete with controller, breakers, starters, pressure switch and its appurtenances including trims and its accessories to complete the system of the following:
  - 3.1 New Transfer Pumps complete with controllers. Accessories to include electrical wiring from pumps to motor controllers.
  
  - 3.2 New Booster Pumps complete with controllers. Accessories to include electrical wiring from pumps to motor controllers.
  
  - 3.3 New Sump Pump with accessories to include electrical wiring from pumps to motor controller.
  
  - 3.4 Start-up, testing and commissioning.
  
4. Miscellaneous stainless steel metal works of the plumbing utilities and its appurtenances including, ladder rungs, sleeves, manhole cover, vents, drains trims and its accessories of the following:

- 4.1 Domestic Water Storage tank /or Cistern.
- 4.2 Central Oil Interceptor
- 4.3 Central Grease Tank
5. Testing for leakages of all building drains, waste, sewer, venting system including pressure testing and disinfection of the water supply and distribution system. Also leak test and disinfection of domestic and fire storage water tanks.
6. Excavation, trenching and backfilling including provision of pipe sleeves and block-outs pipe line punches / cross thru walls, beams and slabs provided with firestopping materials for the satisfactory completion of the works shall be included.
7. Miscellaneous items and other accessories required for the satisfactory completion of the plumbing works.
8. Securing and payments of all permits, licenses and bonds construction purposes as required.
9. Contingency to include furnishing of written one (1) year warranty on the plumbing system.
10. Preparation and submission of as-built drawings in producible sheets including five (5) white prints copies at no cost to the Owner(s).
11. Securing and payments of all contractor's taxes, VAT, etc.

## **B. Site Utilities**

Site Utilities of plumbing works, complete with appurtenances and accessories for the satisfactory completion of the system:

1. Supply and installation of new water service from existing main water connection line up to the proposed new domestic water tank.
2. Domestic waste and sewage collection system including discharge/tapping to the proposed Sewage Treatment Plant.

3. Exterior storm drainage system of the building including supply and installation of Drainage Pipe, Drainage Junction Box (DJB), Drainage manholes, including tapping of drainage line up to existing main public drainage line at site.
4. Supply and installation of condensate drainage system of the building equipment and facilities including fan coil units (FCU) and air conditioning units (ACU) separate piping with insulation up to the drainage junction box / manhole.

### **C. Podium Driveway**

1. Termination/removal of existing main sewer line collector and re-routing down to the proposed Sewage Treatment Plant at ground floor.
2. Termination/removal of existing main drainage line collector and re-routing down to ground floor as shown on plans.
3. Existing podium parking drains and plant-box drains to be retained.
4. Removal of all existing pipes part of demolition and not necessary at site.

End of Sanitary and Plumbing Scope of Works

### **MECHANICAL SCOPE OF WORKS**

- I. Under this section of the specifications, provide all labor, materials and equipment and perform all the work necessary for the complete execution of all the work as shown on Drawings and Specified in this specification.
- II. Scope of work shall include but not be limited to the following principal items of work for Air-Conditioning and Mechanical Ventilation System, Smoke Extraction System, Pressurization System, Fresh Air System, Gas Piping System and Carbon Monoxide Monitoring System.
- III. Podium Driveway
  1. Supply and installation of air louvers
- IV. Others:



1. Testing balancing and commissioning
2. Free maintenance for a period of 12 months after practical completion
3. Supply of manufacturer's recommended spare parts.
4. Furnishing and installation of instruction and identifications boards, charts, signs and markers, to include operating methods and instructions.
5. Priming and finish painting of cladded and exposed piping and other part of chilled water and refrigerant piping.
6. Miscellaneous items and other related materials required for the satisfactory completion of the air conditioning and ventilation system to include metal works, hangers, supports, anchors, bolts, bracing, vibration isolators, equipment concrete pads, and its accessories.
7. Securing and payment of permits, licenses and bonds for the construction purposes, including approval from local government unit.
8. Contingency to include the furnishing of written one (1) year warranty upon completion works.
9. Securing and payments of all Contractor's taxes, VAT, etc.
10. Furnishing and installation of instruction and identifications boards, charts, signs and markers, to include operating methods and instructions.
11. Priming and finish painting of cladded and exposed piping and other part of chilled water and refrigerant piping.
12. Miscellaneous items and other related materials required for the satisfactory completion of the air conditioning and ventilation system to include metal works, hangers, supports, anchors, bolts, bracing, vibration isolators, equipment concrete pads, equipment structural support and its accessories.
13. Preparation and submission of Shop-Drawings based on actual site condition.

14. Preparation and submission of As-Built drawings in reproducible sheets including five (5) white prints copies at no cost to the Owner(s).

End of Mechanical Scope of Works

### **FIRE PROTECTION SCOPE OF WORKS**

- I. Furnishing of all materials, labor, tools, equipment and accessories for the complete installation, testing and adjustment, ready for use of the proposed automatic fire sprinkler system.
- II. The works essentially shall include, but shall not necessarily be limited to the following items:
  1. All openings through which fire may spread from one floor to the other, such as holes
  2. through floors made for the passage of plumbing pipes and electrical circuits shall be sealed with fire resistant / or fire stopping materials.
  3. Furnishing and installation of instruction and identifications boards, charts, signs and markers, to include operating methods and instructions.
  4. Priming and finish painting (red) of cladded and exposed piping and other part of sprinkler system except for sprinkler heads.
  5. Complete testing and commissioning, start-up of the floor Automatic Fire Sprinkler System in accordance with NFPA-13, to include cleaning, draining, adjusting and inspecting.
  6. Miscellaneous items and other related materials required for the satisfactory completion of the sprinkler system to include metal works, hangers, supports, anchors, bolts, bracing and its accessories.
  7. Securing and payment of permits, licenses and bonds for the construction purposes, including approval from the Fire Department having jurisdictions.
- III. General

8. Contingency to include the furnishing of written one (1) year warranty upon completion works of sprinkler system.
9. Preparation and submission of As-Built drawings in reproducible sheets including five (5) white prints copies at no cost to the Owner(s).
10. Securing and payments of all Contractor's taxes, VAT, etc.

*Section VII. Drawings*

*Section VIII. Bill of Quantities*

**Renovation**

LOCATION : **ROXAS BLVD. CORNER P. OCAMPO STREET, MANILA CITY**

PROJECT : **RENOVATION OF THE DEPARTMENT OF FINANCE BUILDING – PACKAGE 1**

DATE:

SUBJECT: **BID FORM**

<b>GROUND FLOOR</b>						
<b>Architectural Works Bill of Quantities</b>						
<b>Package 1 (Ground)</b>						
ITEM NO.	ITEM DESCRIPTION AND LOCATION	QUANTITY	UNIT	DIRECT UNIT COST	TOTAL COST	REMARKS
<b>I.</b>	<b>GENERAL REQUIREMENTS</b>					
1.01	All insurances such as bonds and guarantee performance bonds, third party insurance and surety bond against down payment and retention bond, building permit and occupancy permit.	1.00	lot			
1.02	Mobilization and demobilization of workers, tools and equipment	1.00	lot			
1.03	Temporary facilities and temporary utilities	1.00	lot			
1.04	Safety and security, daily cleaning and maintenance works	1.00	lot			
1.05	All demolition works and dismantling including hauling of debris (Verify as per technical specifications)	1.00	lot			
	Demolish all existing walls and partitions as stated in the plan.					
	Excavate floor and slab based on architectural and structural plans					
	Dismantle existing ceiling finishes except for bottom of slab ceiling.					
	Dismantle all existing doors, door jambs, hardware and accessories and turnover all items to the owner for proper handling except for doors to be retained					
	Dismantle all existing glass partition and accessories and turnover all items to the owner for proper handling					
	Dismantle all existing lighting fixtures and electrical devices on site and all items are subject for turnover to the owner for proper handling.					
	Dismantle all existing AC equipment on site subject for replacement and turnover all items to the over for proper handling					

	Dismantle all existing utility lines, conduits, pipes and ductworks subject for replacement as per plan					
	Demolish and dismantle all existing floor finishes as per plan.					
	Demolish and dismantle all existing wall cubicle partition and floor tiles at existing toilets.					
	Demolish all existing CHB toilet partitions at common toilets.					
	Demolish existing lavatory counter at existing toilets					
	Dismantle all existing toilet fixtures and accessories for replacement					
	Dismantle existing wall mounted facial mirror at existing toilets.					
	Demolish existing walls and slab affected for the accommodation of new elevator shaft.					
	Dismantle existing all built-up furniture not to be retained as per plan					
1.06	Relocation of existing gen. set to new location including installation of new gen. set including necessary tools and equipment (new gen set to be owner supplied)	1.00	lot			
1.07	As-buit drawings. Including all disciplines	1.00	lot			
1.08	H-frame scaffolding complete with necessary things and accessories	1.00	lot			
	<b>SUBTOTAL COST:</b>					
<b>II.</b>	<b>FLOOR WORKS</b>					
2.01	12mm thk. x 600mm x 600mm non-skid, outdoor granite tiles at outdoor main entrance as per plan	89.51	sq.m.			
2.02	500mm x 500mm integrated tufted pattern loop solution dyed 100% synthetic fiber with 4.00mm pile height carpet tiles with Polyester spunbouned primary backing and condensed vinyl with fiberglass reinforcement secondary backing at offices and other areas shown in the plans	277.99	sq.m.			
2.03	12mm thk. x 600mm x 600mm non-skid, indoor granite tiles at registration and hallways as per plan	546.35	sq.m.			
2.04	10mm thk. x 600mm x 600mm non-skid, non-vitreous porcelain tiles for toilets and other areas indicated in the plans	258.82	sq.m.			

2.05	3mm thk. x 300mm x 300mm homogenous and resilient type Vinyl tiles, with primer and water-based acrylic floor adhesive at security, pantry, storage and other areas shown in the plans	386.31	sq.m.			
2.06	Self-levelling cement topping for areas with vinyl and carpet tiles as shown in the plans	975.50	sq.m.			
2.07	Ready-mix concrete 3000m psi, 3/4" aggregate for curbs, prayer room and other areas shown in the plans	5.80	cu.m			
	<b>SUBTOTAL COST:</b>					
<b>III.</b>	<b>WALL WORKS</b>					
3.01	Drywall partition using 12mm thk. fiber cement board using 100mm thk. Using 400mm x 400mm metal studs vertical and horizontal on center	370.92	sq.m.			
3.02	150mm thick concrete hollow blocks with 25mm thick plaster on both sides complete with steel bars for Ground floor walls as shown in the plans	748.55	sq.m.			
3.03	100mm thick concrete hollow blocks with 25mm thick plaster on both sides complete with steel bars for Ground floor walls as shown in the plans	606.17	sq.m.			
3.04	25mm thk x 100mm. Wood plastic composite baseboard installed on both sides of all drywall and CHB wall partitions	1,256.64	l.m			
	<b>SUBTOTAL COST:</b>					
<b>IV.</b>	<b>WALL FINISHES</b>					
4.01	10mm thick x 600mm x 600mm glazed porcelain wall tiles for all toilets and other areas shown in the plans	237.64	sq. m			
	<b>SUBTOTAL COST:</b>					
<b>V.</b>	<b>CEILING WORKS</b>					
5.01	12mm thk. Gypsumboard on 400mm x 400mm furring channel horizontal and vertical with 1200mm x 1200mm hanger both ways with 50mm shadow gap between walls and ceiling as per plan	1,194.40	sq.m.			
5.02	12mm thk. Moisture Resistant Gypsumboard on 400mm x 400mm furring channel both ways with 1200mm x 1200mm hanger both ways with 50mm shadow gap between walls and ceiling as per plan	94.23	sq.m.			
	<b>SUBTOTAL COST:</b>					
<b>VI.</b>	<b>PAINTING WORKS</b>					



6.01	Existing walls, columns, and new CHB wall shall be repainted and applied with elastomeric paint at ground floor parking area.	2,058.16	sq.m.			
6.02	New CHB wall and drywall partitions shall be painted with latex paint for interior wall surfaces as shown in the plans	2,272.37	sq.m.			
6.05	Repair of all cracks and removal of stains and foreign elements prior to cleaning using pressurized water	3,910.26	sq.m.			
6.06	Epoxy paint for all utility floor areas as per plan	208.58	sq.m.			
6.07	All ceiling works shall be painted with latex paint as shown in the plans	1,210.63	sq.m.			
6.08	All existing bottom of slab shall be painted with latex paint at utility areas, parking, guard's quarters, and storages as shown in the plans	4,862.18	sq.m.			
<b>SUBTOTAL COST:</b>						
<b>VII.</b>	<b>DOORS AND WINDOWS</b>					
7.01	D01. 2.1m x 5.1m; Combination of 12mm thk fixed tempered glass on FD-100 aluminum frame and 2.10 m x 1.80m double-swing glass door, complete with hardwares and accessories as per plan.	1.00	set			
7.02	D02. 2.1m x 4.0m; Combination of 12mm thk fixed tempered glass on FD-100 aluminum frame and 2.10 m x 1.80m double-swing glass door, complete hardwares and with accessories as per plan.	1.00	set			
7.03	D03. 2.1m x 7.65m; Combination of 12mm thk fixed tempered glass on FD-100 aluminum frame and 2.10 m x 1.80m double-swing glass door, complete with hardwares and accessories as per plan.	7.00	set			
7.04	D04. 2.1m x 6.30m; Combination of 12mm thk fixed tempered glass on FD-100 aluminum frame and 2.10 m x 1.80m double-swing glass door, complete with hardwares and accessories as per plan.	1.00	set			
7.05	D05. 2.1m x 2.8m; Combination of 12mm thk fixed tempered glass on FD-100 aluminum frame and 2.10m x 0.90m single-swing glass door, complete with with hardwares and accessories as per plan.	1.00	set			
7.06	D06. 2.1m x 4.4m; Combination of 12mm thk fixed tempered glass on FD-100 aluminum frame and two 2.10 m x 1.80m double-swing glass door, complete with accessories as per plan.	1.00	set			

7.07	D07. 2.1m x 1.8m; Combination of 12mm thk tempered double-swing glass on FD-100 aluminum frame and 2.10 m x 1.80m double-swing glass door, complete with hardwares and accessories as per plan.	4.00	set			
7.08	D08. 2.1m x 2.30m; Combination of 12mm thk fixed tempered glass on FD-100 aluminum frame and 2.10 m x 0.90 single-swing glass door, complete with hardwares and accessories as per plan.	1.00	set			
7.09	D09. 2.1m x 1.8m; GA. 20 B.I bended sheet double swing louvered door with GA. 16 standard bended jamb painted with epoxy paint finish complete with hardwares and accessories as per plan	4.00	set			
7.10	D10. 2.1m x 0.9m; 12mm thk tempered single-swing glass on FD-100 aluminum frame complete with hardwares and accessories as per plan.	10.00	set			
7.11	D11. 2.10m x 0.90m; 44mm thick kiln dried mahogany wood panel single-swing door with 50mm x 100mm kiln dried mahogany wood door jamb in wood stain finish with clear gloss top coat lacquer, complete with hardwares, and accessories as per plan.	11.00	set			
7.12	D12. 2.1m x 0.90m; Single-swing metal grille door with GA 16 x 50mm x 150mm standard steel jamb in epoxy paint finish, complete with hardwares and accessories as per plan.	1.00	set			
7.13	D13. 2.15m x 1.0m; GA 20 bended sheet steel single-swing door with insulation and 50mm x 150mm GA 16 standard steel door jamb in epoxy paint finish, complete with hardware and accessories as per plan.	2.00	set			
7.14	D14. 2.10m x 0.9m; GA 20 bended sheet panel, steel reinforced single-swing vault door with rockwool insulation, with GA16 50mm x 150mm standard steel door jamb in epoxy paint finish, complete with hardware and accessories as per plan.	1.00	set			
7.16	D16. 2.10m x 0.9m; GA 20 B.I. bended sheet steel single swing louvered with GA. 16 standard steel jamb painted with epoxy paint finish complete with hardwares and accessories as per plan	1.00	set			

7.17	D17. 2.10m x 0.70m; 44mm thick kiln dried louvered mahogany wood panel door with 50mm x 100mm kiln dried mahogany wood door jamb in wood stain finish with clear gloss top coat lacquer, complete with hardware and accessories as per plan.	2.00	set			
7.18	D18. 2.10m x 1.00m; 44mm thick kiln dried louvered mahogany wood panel single-swing door with 50mm x 100mm kiln dried mahogany wood door jamb in wood stain finish with clear gloss top coat lacquer, complete with hardware and accessories as per plan.	1.00	set			
7.19	D19. 2.5m X 4.45m; Equally- divided operable partition with fabric finish on both side, with STC rating of 50, complete with hardware and accessories as per plan.	1.00	set			
7.20	D20. 2.15m x 1.30m; GA 20 B.I. bended sheet steel single swing louvered with GA. 16 standard steel jamb painted with epoxy paint finish complete with hardware and accessories as per plan	1.00	set			
7.21	D21. 2.5m x 4.45m Equally-divided steel framed louvered folding operable panels with gauge 18 bended metal louver blades per door panel, complete with hardware and accessories as per plan.	1.00	set			
7.22	D27. 2.1m x 1.2m; 44mm thick kiln dried louvered mahogany wood panel double-swing door with 50mm x 100mm kiln dried mahogany wood door jamb in wood stain finish with clear gloss top coat lacquer, complete with hardware and accessories as per plan.	1.00	set			
7.23	D28. 2.1m x 0.7m; 44mm thick kiln dried louvered mahogany wood panel single-swing door with 50mm x 100mm kiln dried mahogany wood door jamb in wood stain finish with clear gloss top coat lacquer, complete with hardware and accessories as per plan.	1.00	set			
7.24	D29. 2.1m x 0.90m; 44mm thick kiln dried louvered mahogany wood panel single-swing door with 50mm x 100mm kiln dried solid wood door jamb in wood stain finish with clear gloss top coat lacquer, complete with hardware and accessories as per plan.	1.00	set			

7.25	DR.Existing double swing steel door panels and door jamb jamb to be retained and repainted. Existing door shall be painted with one (1) coat epoxy primer and two (2) coats epoxy top coat. All existing hardware and accessories subject for replacement.	4.00	set			
7.26	DR.Existing single swing steel door panels and door jamb jamb to be retained and repainted. Existing door shall be painted with one (1) coat epoxy primer and two (2) coats epoxy top coat. All existing hardware and accessories subject for replacement.	3.00	set			
7.27	DR. Existing fire exit doors to be retained and repainted. Hardwares and accessories including panic device to be replaced	1.00	set			
7.28	W01.1.2m x 6m; Frameless fixed glass window using 12mm thk. Tempered clear glass on FD 100 powder- coated aluminum frame on top and bottom framing	1.00	set			
7.29	W02.1.2m x 4m; Frameless fixed glass window using 12mm thk. Tempered clear glass on FD 100 powder- coated aluminum frame on top and bottom framing	1.00	set			
7.30	W03.1.2m x 1.2m; Double awning glass window using 12mm thk. Tempered clear glass on powder-coated aluminum frame finish	1.00	set			
7.31	W06.1.2m x 3m; Frameless fixed glass window using 12mm thk. Tempered clear glass on FD 100 powder- coated aluminum frame on top and bottom framing	2.00	set			
7.32	Threshold to be provided for every termination of different floor finishes	57.10	l.m			
	<b>SUBTOTAL COST:</b>					
<b>VIII.</b>	<b>GLASS WORKS</b>					
8.01	12mm thick tempered glass in FD 100 powder-coated aluminum framing including sealant application and frosted sticker for all glass partitions as shown in the plans	21.60	sq.m.			
8.06	Facial Mirror with 6mm thick marine plywood backing for toilets as shown in the plans	8.62	sq.m			
8.07	Graphicote with 6mm thick marine plywood backing for meeting rooms as shown in the plans	20.39	sq.m			
	<b>SUBTOTAL COST:</b>					
<b>IX.</b>	<b>MASONRY WORKS</b>					

9.01	25mm thk. granite countertop including 300mm high splashboard on concrete slab sub-counter at all pantry areas.	1.80	sq.m			
9.02	25mm thk. granite countertop including 300mm high splashboard in 50mm x 50mm solid wood k.d. tanguile framing on 3/4" thk marine plywood counter support for toilet counters	5.99	sq.m			
9.03	25mm thk. X 200mm granite ledge installed on top of concrete ledge.	1.47	sq.m			
9.04	25mm thk. Granite ledge on reinforced concrete support embedded to walls at 1400mm above floor finish for water closet	2.80	sq.m			
9.05	Reinforced concrete trench drain complete with rebar as shown in plans	12.24	l.m			
	<b>SUBTOTAL COST:</b>					
<b>X.</b>	<b>LIGHTING FIXTURES</b>					
10.01	18 watts daylight recessed type LED in 210mm diameter aluminium casing with glass frame down light fixture general ceiling areas and other areas shown in the plans	182.00	set			
10.02	Surface mounted LED light fixture. Supply, delivery and installation of 5.7W LED daylight bulb with E27 lamp base with 100mm diameter round aluminium surface mounted down light fixture with glass cover and E27 socket for existing slab ceiling works and other areas shown in the plans	40.00	set			
10.02	6 watts warm white recessed type LED in 110mm diameter aluminium casing with glass frame down light fixture located above toilet sink and other areas shown in the plans	12.00	set			
10.03	600mm x 600mm x 12mmH 39W daylight slim type LED panel ceiling light fixture with aluminium housing, 100-240Vac Input and 26-30Vdc Output and optical PMMA diffuser for offices, elevator lobby and other areas as shown in the plans	42.10	set			
10.04	Low bay lighting fixtures comprising of low bay reflector bracket with E27 socket, 400mm diameter sand blasted reflector and glass cover, and 15W LED PAR38 daylight bulb with E27 lamp base for storages, utility areas and other areas as shown in the plans	146.05	set			
10.05	T5 electronic fluorescent lamp with slim type luminaire (14W, 21W, 28W), for mirror lighting and other areas for cove lighting as shown in	12.00	set			

	the plans					
10.06	3P fluorescent waterproof luminaires with 2 pieces 40W fluorescent light at fan room as shown in the plans	2.00	set			
10.07	Indoor recessed wall lamp: recessed type aluminium die cast with glass lens wall light fixture with 60W E27 compact fluorescent lamp for hallways and other areas as shown in the plans	21.10	set			
	<b>SUBTOTAL COST:</b>					
<b>XI.</b>	<b>TOILET FIXTURES</b>					
11.01	Water closet	15.00	set			
11.02	Water Closet Sensor	15.00	set			
11.03	Bidet spray	15.00	set			
11.04	Urinal	7.00	set			
11.05	Urinal Sensor	7.00	set			
11.06	Countertop porcelain basin	14.00	set			
11.07	Basin Faucet (Sensor)	14.00	set			
11.08	Stainless steel wall mounted shower pipe with overhead, hand shower and spout.	1.00	set			
11.09	Slop Sink Faucet	4.00	set			
11.10	Enamel cast iron slop sink complete with accessories	4.00	set			
11.11	stainless steel grab bar for PWD toilet	1.00	set			
	<b>SUBTOTAL COST:</b>					
<b>XII.</b>	<b>TOILET PARTITION</b>					
12.01	12mm thick machine pressed laminated phenolic board substrate partitions with high scratch and impact resistance with aluminium edge and corner profile, complete with indicator and accessories for water closet and shower	14.00	set			
12.02	12mm thick machine pressed laminated phenolic board substrate partitions with high scratch and impact resistance with aluminium edge and corner profile for urinal partition	7.00	set			
	<b>SUBTOTAL COST:</b>					
<b>XIII.</b>	<b>PANTRY FIXTURES AND ACCESSORIES</b>					
13.01	Pantry sink – chrome finish stainless steel L760 x W460mm single bowl upper-counter sink with drain board with corrosion resistance property for pantry	1.00	set			

13.02	Pantry sink faucet mixer – stainless steel chrome finish faucet mixer faucet with brass fittings H121 x L222mm with minimal lead traces in waterways and corrosion resistance for pantry	1.00	set			
13.03	0.75HP – 225v food waste disposer, with stainless steel grind elements and 1180mL stainless steel grind chamber for pantry	1.00	set			
	<b>SUBTOTAL COST:</b>					
<b>XIV.</b>	<b>MISCELLANEOUS WORKS</b>					
14.01	12mm thk machine-pressed natural wood veneer cladding on 12mm x 50mm wood spacers, with 25mm x 25mm aluminum corner guard and aluminum strip at 2100mm high from floor finish at elevator lobby.	3.88	sq.m.			
14.02	12mm thk machine-pressed natural wood veneer cladding on 12mm x 50mm wood spacers, with 25mm x 25mm aluminum corner guard and aluminum strip at 2100mm high from floor finish at elevator lobby. Provide 1" x 2" x10" wood slats on wood stain finish at the back of the issuance counter (Verify drawing)	1.00	lot			
14.03	2.1m x 6.0m; Galvanized steel panel roll- up door, manual and motor operated. Size of motor 1/2 HP single phase including electronic device push button switch at 5 seconds located in areas shown in the plans	1.00	set			
14.04	2.1m x 5.0m; Galvanized steel panel roll- up door, manual and motor operated. Size of motor 1/2 HP single phase including electronic device push button switch at 5 seconds located in areas shown in the plans	1.00	set			
14.05	2.1m x 4.8m; Galvanized steel panel roll- up door, manual and motor operated. Size of motor 1/2 HP single phase including electronic device push button switch at 5 seconds located im areas shown in the plans	1.00	set			
14.06	2.1m x 7.8m; Galvanized steel panel roll- up door, manual and motor operated. Size of motor 3/4 HP single phase including electronic device push button switch at 5 seconds located in areas shown in the plans	1.00	set			

14.07	2.1m x 2.0m; Galvanized steel panel roll-up door, manual and motor operated. Size of motor 1/4 HP single phase including electronic device push button switch at 5 seconds located in areas shown in the plans	7.00	set			
14.08	500mm x 500mm Geometry style carpet tiles on 25mm thk. Fibercement board including c-purlins and stiffener located in areas shown in the plans	1.00	lot			
	<b>SUBTOTAL COST:</b>					
<b>XV.</b>	<b>WATER PROOFING WORKS</b>					
15.01	Cementitious crystallization waterproofing using crystalline waterproofing formulation for pantry, toilets, new perimeter walls, STP, Sump pit, and trench drain as per manufacturer's specification	466.74	sqm			
	<b>SUBTOTAL COST:</b>					
	<b>ARCHITECTURAL WORKS TOTAL COST:</b>					

**Sanitary/Plumbing Works Bill of Quantities**

<b>XVI.</b>	<b>FACILITY STORM DRAINAGE PIPING</b>					
	<b>Earthworks</b>					
	<b>Excavation and backfilling including all necessary tools and equipment as required.</b>					
16.01	300mm diameter PVC Pipes	25.00	m			
16.02	250mm diameter PVC Pipes	88.00	m			
16.03	200mm diameter PVC Pipes	30.00	m			
16.04	150mm diameter PVC Pipes	239.00	m			
16.05	100mm diameter PVC Pipes	38.00	m			
16.06	100mm diameter BI Pipes	61.00	m			
	<b>Bedding of Pipes including all necessary tools and equipment as required.</b>					
16.07	300mm diameter PVC Pipes	25.00	m			
16.08	250mm diameter PVC Pipes	88.00	m			
16.09	200mm diameter PVC Pipes	30.00	m			
16.10	150mm diameter PVC Pipes	239.00	m			
16.11	100mm diameter PVC Pipes	38.00	m			
16.12	to 100mm diameter BI Pipes	61.00	m			
	<b>Storm Line (Collectors/Downspouts)</b>					
	Supply and installation of Polyvinyl Chloride (PVC) pipes, Series 1000 II or approved equal, including fittings, painting, sleeves, supports, hangers and other miscellaneous items as shown and as required to complete the system					



16.13	300mm diameter x 3m	30.00	l.m.			
16.14	250mm diameter x 3m	99.00	l.m.			
16.15	200mm diameter x 3m	36.00	l.m.			
16.16	150mm diameter x 3m	264.00	l.m.			
16.17	100mm diameter x 3m	81.00	l.m.			
16.18	75mm diameter x 3m	12.00	l.m.			
16.19	50mm diameter x 3m	63.00	l.m.			
	Supply and installation of Black Iron Pipes, Schedule 40, or approved equal, including fittings, painting, sleeves, supports, hangers and other miscellaneous items as shown and as required to complete the system					
16.20	100mm diameter x 6m	66.00	l.m.			
	<b>Clean-out</b>					
	<b>Supply and installation of Floor Clean-out</b>					
16.21	250mm diameter jointing to PVC Pipe	6.00	pc/s			
16.22	200mm diameter jointing to PVC Pipe	2.00	pc/s			
16.23	150mm diameter jointing to PVC Pipe	10.00	pc/s			
16.24	100mm diameter jointing to PVC Pipe	5.00	pc/s			
16.25	100mm diameter jointing to B.I. Pipe	1.00	pc/s			
	<b>Drains</b>					
	Supply and installation of drains including adaptors and p-trap as required, setting in concrete, making good around with approved grouting					
	<b>Trench Drain</b>					
16.26	200mm diameter jointing to PVC Pipe	1.00	pc/s			
16.27	150mm diameter jointing to PVC Pipe	6.00	pc/s			
16.28	Trench Grating	2.00	pc/s			
	<b>Floor Drain</b>					
16.29	100mm diameter jointing to PVC Pipe	17.00	pc/s			
	<b>Drainage Junction Boxes</b>					
	Supply and installation of drainage junction boxes including all necessary accessories, earthworks and connections as required					
16.30	800mm x 400mm x 1m-2m Depth	2.00	pc/s			
	<b>Catch Basin</b>					
	Supply and installation of catch basin including all necessary accessories, earthworks and connections as required					
16.31	450mm x 450mm x 1m-2m Depth	3.00	pc/s			
16.32	400mm x 400mm x 1m-2m Depth	1.00	pc/s			
	<b>AIRCON DRAINAGE PIPING</b>					

<b>XVII.</b>	<b>Earthworks</b>					
	Excavation and backfilling including all necessary tools and equipment as required.					
17.01	to 150mm diameter PVC Pipes	61.00	m			
	Bedding of Pipes including all necessary tools and equipment as required.					
17.02	to 150mm diameter PVC Pipes	61.00	m			
	<b>Aircon Drain Line (Collectors and risers)</b>					
	Supply and installation of Polyvinyl Chloride (PVC) pipes, Series 1000 II or approved equal, including fittings, painting, sleeves, supports, hangers and other miscellaneous items as shown and as required to complete the system					
17.03	150mm diameter x 3m	78.00	l.m.			
17.04	50mm diameter x 3m	60.00	l.m.			
17.05	25mm diameter x 3m	48.00	l.m.			
	<b>Plumbing Insulation</b>					
	Supply and installation of 20mm thick, pre- molded elastomeric closed cell rubber insulation, wrapped with polyethylene tape and clad with GA-26 aluminum sheets, including vapor barrier and other miscellaneous items as shown and as required to complete the system					
	<b>Condensate Insulation</b>					
17.06	150mm diameter	78.00	m			
17.07	50mm diameter	60.00	m			
17.08	25mm diameter	48.00	m			
	<b>Clean-out</b>					
	<b>Supply and installation of Floor Clean-out</b>					
17.09	150mm diameter jointing to PVC Pipe	4.00	pc/s			
<b>XVIII.</b>	<b>FACILITY SANITARY SEWERAGE</b>					
	<b>Earthworks</b>					
	Excavation and backfilling including all necessary tools and equipment as required.					
18.01	to 250mm diameter PVC Pipe	71.00	m			
18.02	to 200mm diameter PVC Pipe	85.00	m			
18.03	to 150mm diameter PVC Pipe	145.00	m			
18.04	to 100mm diameter PVC Pipe	150.00	m			
18.05	to 50mm diameter PVC Pipe	113.00	m			
	Bedding of Pipes including all necessary tools and equipment as required.					
18.06	to 250mm diameter PVC Pipe	71.00	m			
18.07	to 200mm diameter PVC Pipe	85.00	m			

18.08	to 150mm diameter PVC Pipe	145.00	m			
18.09	to 100mm diameter PVC Pipe	150.00	m			
18.10	to 50mm diameter PVC Pipe	113.00	m			
	<b>Sanitary Sewer Line (Collectors and Risers)</b>					
	Supply and installation of Polyvinyl Chloride (PVC) pipes, Series 1000 II or approved equal, including fittings, painting, sleeves, supports, hangers and other miscellaneous items as shown and as required to complete the system					
18.11	250mm diameter x 3m	72.00	l.m.			
18.12	200mm diameter x 3m	102.00	l.m.			
18.13	150mm diameter x 3m	147.00	l.m.			
18.14	100mm diameter x 3m	144.00	l.m.			
18.15	75mm diameter x 3m	30.00	l.m.			
18.16	50mm diameter x 3m	144.00	l.m.			
	<b>Vent Line (Horizontal and Vertical)</b>					
	Supply and installation of Polyvinyl Chloride (PVC) pipes, Series 1000 II or approved equal, including fittings, painting, sleeves, supports, hangers and other miscellaneous items as shown and as required to complete the system					
18.17	75mm diameter x 3m	54.00	l.m.			
18.18	50mm diameter x 3m	555.00	l.m.			
	<b>Clean-out</b>					
	Supply and installation of Floor Clean-out					
18.20	250mm diameter jointing to PVC Pipe	10.00	pc/s			
18.21	200mm diameter jointing to PVC Pipe	8.00	pc/s			
18.22	150mm diameter jointing to PVC Pipe	13.00	pc/s			
18.23	100mm diameter jointing to PVC Pipe	10.00	pc/s			
18.24	75mm diameter jointing to PVC Pipe	6.00	pc/s			
	<b>Drains</b>					
	Supply and installation of drains including adaptors and p-trap as required, setting in concrete, making good around with approved grouting					
	<b>Floor Drain</b>					
18.25	100mm diameter jointing to PVC Pipe	2.00	pc/s			
18.26	50mm diameter jointing to PVC Pipe	14.00	pc/s			
	<b>Shower Drain</b>					
18.27	50mm diameter jointing to PVC Pipe	1.00	pc/s			
	<b>Grease trap</b>					

	Supply and installation of grease trap, complete with removable stainless wire basket, 6mm thick hot dipped checkered steel plate cover, round bar lifting handle and all other necessary accessories and connections					
18.28	<b>Grease trap; stainless steel Capacity: 4 GPM</b>	1.00	nr			
	<b>Oil Interceptor</b>					
	Supply and installation of oil interceptor including all necessary accessories and connections					
18.29	2-compartment;1000mm x 1000mm	1.00	nr			
	<b>Central Grease Tank</b>					
	Supply and installation of oil interceptor including all necessary accessories and connections					
18.30	2-compartment;1000mm x 1000mm	1.00	nr			
	<b>Sewage Treatment Plant</b>					
	Supply and installation of sewage treatment plant's pipings, pumps,(structural encasement by others) including all necessary accessories and connections					
18.31	STP pipings, pumps and accessories	1.00	lot			
<b>XIX.</b>	<b>FACILITY WATER DISTRIBUTION</b>					
	<b>Cold Water Line (Main line,Horizontal and Vertical)</b>					
	High Density Polypropylene Random Copolymer (PPR) pipes, Class PN-20 including fittings, painting, sleeves, support, hangers, and other miscellaneous items as shown and as required to complete the system. (Including connection of new PPR to existing GI main)					
19.01	100mm diameter x 4m	336.00	l.m.			
19.02	75mm diameter x 4m	8.00	l.m.			
19.03	50mm diameter x 4m	68.00	l.m.			
19.04	40mm diameter x 4m	32.00	l.m.			
19.05	32mm diameter x 4m	20.00	l.m.			
19.06	25mm diameter x 4m	8.00	l.m.			
19.07	20mm diameter x 4m	8.00	l.m.			
19.08	15mm diameter x 4m	20.00	l.m.			
	<b>Cold Water Line (Roughing-ins)</b>					
	High Density Polypropylene Random Copolymer (PPR) pipes, Class PN-20 including fittings, painting, sleeves, support, hangers, and other miscellaneous items as shown and as required to complete the system.					
19.09	32mm diameter x 4m	60.00	l.m.			
19.10	25mm diameter x 4m	16.00	l.m.			

19.11	20mm diameter x 4m	52.00	l.m.			
19.12	15mm diameter x 4m	160.00	l.m.			
	Stainless steel, Class 150-304, schedule 40 including fittings, painting, sleeves, support, hangers, and other miscellaneous items as shown and as required to complete the system. (For pipes submerged at cistern tank)					
19.13	100mm diameter x 6m	6.00	pc/s			
	<b>HoseBibb</b>					
	Supply and Install					
19.14	15mm diameter	9.00	pc/s			
	<b>Gate Valves</b>					
	Supply and Install					
19.16	100mm diameter FT	17.00	pc/s			
19.17	75mm diameter FT	2.00	pc/s			
19.18	50mm diameter Screwed	4.00	pc/s			
19.19	40mm diameter Screwed	3.00	pc/s			
19.20	32mm diameter Screwed	7.00	pc/s			
19.21	25mm diameter Screwed	2.00	pc/s			
19.22	20mm diameter Screwed	4.00	pc/s			
19.23	15mm diameter Screwed	6.00	pc/s			
	<b>Check Valves</b>					
	Supply and Install					
19.24	100mm diameter FT	5.00	pc/s			
	<b>Float Valves</b>					
	Supply and Install					
19.25	100mm diameter FT	2.00	pc/s			
19.26	50mm diameter FT	2.00	pc/s			
	<b>Foot Valves</b>					
	Supply and Install					
19.27	100mm diameter FT	6.00	pc/s			
	Flexible Coupling					
	Supply and Install					
19.28	100mm diameter	6.00	pc/s			
	<b>Manhole</b>					
	Supply and install					
19.29	700mm x 700mm	2.00	pc/s			
	<b>Pumps/Tanks and Motors</b>					
	<b>Transfer Pumps</b>					
19.30	Vertical In-line Centrifugal Pump, Electric Driven, mounted on a steel base, complete w/ controllers, trims, electrical wiring from pump to controllers and accessories to complete the system. 90gpm vs. 35ft TDH, 1.5HP Each	3.00	pc/s			
	<b>Emergency Sump Pump</b>					

19.31	Triplex pump submersible non-clog 140gpm vs 40ft.TDH, 3 to 5HP. Complete w/ controllers, trims, electrical wiring from pump to controllers and accessories to complete the system	1.00	set			
	Domestic Water Tank (complete with manhole cover, vents, piping, drains, sleeves and its accessories)					
19.32	Cap=19,300 gals	1.00	set			
	<b>The following are in respect of the whole of the Plumbing installations</b>					
19.33	Sealing, packing and fire proofing wherever required where pipes, conduits, cables or trunking pass through slabs, walls, beams and the like	1.00	item			
19.34	providing identification, color coding and labelling	1.00	item			
19.35	providing operation and maintenance manuals consisting of five (5) sets	1.00	item			
19.36	testing and commissioning including making good all defects and re-testing as necessary and leaving all in sound and perfect working order on completion	1.00	item			
19.37	instructing the Owner's representatives in operation, maintenance and service of completed installation; a period of twelve (12) months from the date of issuance of Certificate of Completion	1.00	item			
19.38	maintenance including labor and parts replacement; a period of twelve (12) months from the date of issuance of Certificate of Completion	1.00	item			
19.39	disinfecting the whole water distribution system issuing of the certificate of insurance that the whole system is free from contamination	1.00	item			
	<b>SANITARY / PLUMBING WORKS TOTAL COST:</b>					
<b>Fire Protection Bill of Quantities</b>						
XX.	<b>Fire Protection Lines (Horizontal Pipes)</b>					
	Supply and installation of Black Iron Pipes, Schedule 40, or approved equal, including fittings, painting, sleeves, supports, hangers and other miscellaneous items as shown and as required to complete the system					
20.01	150mm diameter x 6m	108.00	pc/s			
20.02	75mm diameter x 6m	6.00	pc/s			
20.03	50mm diameter x 6m	138.00	pc/s			

20.04	40mm diameter x 6m	216.00	pc/s			
20.05	32mm diameter x 6m	24.00	pc/s			
20.06	25mm diameter x 6m	1,236.00	pc/s			
XXI.	<b>Sprinkler Heads</b>					
	Supply and installation of sprinkler heads and other miscellaneous items as shown and as required to complete the system (All existing and relocated sprinkler heads to be replaced with new)					
21.01	Pendent	180.00	no			
21.02	Upright	285.00	no			
21.03	Sidewall	1.00	no			
XXII.	<b>Portable Fire Extinguishers</b>					
	Supply and installation of portable fire extinguishers and other miscellaneous items as shown and as required to complete the system					
22.01	10lbs PFE-36	20.00	pc/s			
22.02	50lbs PFE-36 Wheeled Type	3.00	pc/s			
XXIII.	<b>Fire Hose Cabinets</b>					
	Supply and installation of portable fire hose cabinets and other miscellaneous items as shown and as required to complete the system					
23.01	<b>FHC</b>	3.00	pc/s			
XXIV.	<b>Fire Department Connection</b>					
	Supply and installation of Fire department connection and other miscellaneous items as shown and as required to complete the system (Wet/Dry)					
24.01	65mm x 65mm x 150	2.00	pc/s			
24.02	Back-up Fire Pump					
	Supply and installation of Back-up Fire pump (Diesel Driven) including controllers, pressure relief valves, alarm check valve, OS and Y valves, check valve, sound and vibrator isolator flexible connector, suction strainer, pressure gauge, trims, fuel tank, battery rack with cable, and its accessories required to complete the system including internal wiring of factory assembled procured equipment.					
24.03	Horizontal End Suction Diesel Driven 500 GPM vs 200 Ft. TDH; 40 HP	1.00	pc/s			
	<b>SUBTOTAL COST</b>					
XXV.	<b>SUNDRIES</b>					
	The following are in respect of the whole of the Fire Protection installations					

	Sealing, packing and fire proofing wherever required where pipes, conduits, cables or trunking pass through slabs, walls, beams and the like	1.00	item			
	providing identification, color coding and labelling	1.00	item			
	providing operation and maintenance manuals consisting of five (5) sets	1.00	item			
	testing and commissioning including making good all defects and re-testing as necessary and leaving all in sound and perfect working order on completion	1.00	item			
	instructing the Owner's representatives in operation, maintenance and service of completed installation; a period of twelve (12) months from the date of issuance of Certificate of Completion	1.00	item			
	maintenance including labor and parts replacement; a period of twelve (12) months from the date of issuance of Certificate of Completion	1.00	item			
	disinfecting the whole water distribution system issuing of the certificate of insurance that the whole system is free from contamination	1.00	item			
	<b>SUBTOTAL COST</b>					
	<b>FIRE PROTECTION WORKS TOTAL COST:</b>					
<b>Mechanical Works Bill of Quantities</b>						
<b>XXVI.</b>	<b>AIR CONDITIONING UNIT</b>					
26.01	AHU 1-01, 35 Ton Horizontal Draw-Thru chilled Water AHU c/w bag,pleated filters, motorized dampers and actuators 15 KW Fan Capacity or better.	1.00	set			
26.02	AHU 1-02, 38 Ton Horizontal Draw-Thru chilled Water AHU c/w bag,pleated filters, motorized dampers and actuators, 15 KW Fan Capacity or better.	1.00	set			
26.03	ACCUV-2-01, 20HP Variable Refrigerant Flow Air Cooled Condensing Unit. Coil Blue Fin Coated	1.00	set			
26.04	ACCUV-2-02, 20HP Variable Refrigerant Flow Air Cooled Condensing Unit. Coil Blue Fin Coated	1.00	set			
26.05	ACUV 1-01, 1.5HP Ceiling Cassette Unit, c/w signals wires and local thermostat. Coil Blue Fin Coated	1.00	set			
26.06	ACUV 1-02, 3.0HP Ceiling Cassette Unit, c/w signals wires and local thermostat. Coil Blue Fin Coated	1.00	set			



26.07	ACUV 1-03, 3.0HP Ceiling Cassette Unit, c/w signals wires and local thermostat. Coil Blue Fin Coated	1.00	set			
26.08	ACUV 1-04, 3.0HP Ceiling Cassette Unit, c/w signals wires and local thermostat. Coil Blue Fin Coated	1.00	set			
26.09	ACUV 1-05, 3.0HP Ceiling Cassette Unit, c/w signals wires and local thermostat. Coil Blue Fin Coated	1.00	set			
26.10	ACUV 1-06, 3.0HP Ceiling Cassette Unit, c/w signals wires and local thermostat. Coil Blue Fin Coated	1.00	set			
26.11	ACUV 1-07, 2.0HP Ceiling Cassette Unit, c/w signals wires and local thermostat. Coil Blue Fin Coated	1.00	set			
26.12	ACUV 1-08, 2.0HP Ceiling Cassette Unit, c/w signals wires and local thermostat. Coil Blue Fin Coated	1.00	set			
26.13	ACUV 1-09, 2.0HP Ceiling Cassette Unit, c/w signals wires and local thermostat. Coil Blue Fin Coated	1.00	set			
26.14	ACUV 1-10, 2.0HP Ceiling Cassette Unit, c/w signals wires and local thermostat. Coil Blue Fin Coated	1.00	set			
26.15	ACUV 1-11, 2.0HP Ceiling Cassette Unit, c/w signals wires and local thermostat. Coil Blue Fin Coated	1.00	set			
26.16	Refrigerant Pipes, Pipe Insulation and Special Pipe Connectors for VRF.	1.00	lot			
26.17	Electrical Wirings, Panel Boards and other signal wires	1.00	lot			
26.18	Ground Floor VRF Central Control and Monitoring System	1.00	set			
	<b>SUBTOTAL COST:</b>					
XXVII.	CHILLED WATER PIPES AND ACCESSORIES					
27.01	150mmØ ASTM ERR B.I Pipe	100.00	lm			
27.02	80mmØ ASTM ERR B.I Pipe	50.00	lm			
27.03	80mmØ Butterfly Valve	4.00	pcs			
27.04	80mmØ Y-Strainer	2.00	pcs			
27.05	80mmØ Balancing Valve	2.00	pcs			
27.06	65mmØ Motorized Valve c/w Actuator	2.00	pcs			
27.07	80mmØ Flexible Pipe	4.00	pcs			
27.08	Temperature Gauge	4.00	pcs			
27.09	Pressure Gauge	4.00	pcs			
27.10	150mmØ Elastomeric Rubber Insulation	100.00	lm			
27.11	80mmØ Elastomeric Rubber Insulation	50.00	lm			
27.12	equipment, valves and other material insulation	1.00	lot			
27.13	Flange and Other Pipe Accessories	1.00	lot			
	<b>SUBTOTAL COST:</b>					

<b>XXVIII.</b>	<b>FANS AND BLOWERS</b>					
28.01	CEF 1-01, SISW Centrifugal Fan @ 10,000 Lps, 15KW motor ratings, 480/3Ph/60Hz	1.00	set			
28.02	CSF 1-01, SISW Centrifugal Fan @ 8,000 Lps, 11KW motor ratings, 480/3Ph/60Hz	1.00	set			
28.03	TEF 1-01, Ceiling Mounted Type at 120 Lps	1.00	set			
28.04	TEF 1-02, Ceiling Mounted Type at 120 Lps	1.00	set			
28.05	TEF 1-03, Ceiling Mounted Type at 75 Lps	1.00	set			
28.06	TEF 1-04, Wall Mounted Type at 250 Lps	1.00	set			
28.07	TEF 1-05, Wall Mounted Type at 250 Lps	1.00	set			
28.08	TEF 1-06, Wall Mounted Type at 200 Lps	1.00	set			
28.09	EF 1-01, Ceiling Mounted Type at 75 Lps	1.00	set			
28.10	EF 1-02, Ceiling Mounted Type at 75 Lps	1.00	set			
28.11	EF 1-03, Ceiling Mounted Type at 120 Lps	1.00	set			
28.12	EF 1-04, Wall Mounted Type at 120 Lps	1.00	set			
28.13	AC 1-01, Air Curtain	2.00	set			
	<b>SUBTOTAL COST:</b>					
<b>XXIX.</b>	<b>DUCTWORK AND ACCESSORIES</b>					
29.01	Galvanized Iron Sheet					
	US Ga. # 26	190.00	sq.m.			
	US Ga. # 24	330.00	sq.m.			
	US Ga. # 22	204.00	sq.m.			
	US Ga. # 20	608.00	sq.m.			
	US Ga. # 18	650.00	sq.m.			
29.02	Flexible Duct c/w insulation and vapor barrier					
	300 dia.	27.00	lm			
	250 dia.	270.00	lm			
	200 dia.	30.00	lm			
29.03	25mm thk. Crosslinked Polyolefin Insulation c/w vapor barrier and adhesive	724.00	sqm			
	25mm thk. Internal linings	56.00	sqm			
	Volume Control Dampers, Damper Splitter	1.00	lot			
	<b>SUBTOTAL COST:</b>					
<b>XXX.</b>	<b>AIR DIFFUSERS</b>					
30.01	1200x50mm Linear Bar Grille c/w Opposed Blade Damper, Aluminum Type	10.00	pcs			
30.02	1200x75mm Linear Bar Grille c/w Opposed Blaed Damper, Aluminum	108.00	pcs			

	Type					
30.03	1500x350mm Double Deflection Air Grille c/w Opposed Blade Damper, Aluminum Type	14.00	pcs			
30.04	350X350 4-Way Ceiling Diffuser c/w Opposed Blade Damper	15.00	pcs			
30.05	300X300 4-Way Ceiling Diffuser c/w Opposed Blade Damper	12.00	pcs			
30.06	250X250 4-Way Ceiling Diffuser c/w Opposed Blade Damper	11.00	pcs			
30.07	1200x75mm Continuous Linear Bar Grille	1.00	lot			
30.08	500x500 Motorized Dampers c/w actuators	2.00	pcs			
	<b>SUBTOTAL COST:</b>					
<b>XXXI.</b>	<b>AIR LOUVER</b>					
31.01	5m <sup>2</sup> intake outdoor air louver c/w mosquito screen and filter	1.00	pcs			
31.02	5m <sup>2</sup> intake outdoor air louver c/w mosquito screen and filter	1.00	pcs			
	<b>SUBTOTAL COST:</b>					
<b>XXXII.</b>	<b>CARBON MONOXIDE DETECTION AND CONTROL</b>					
32.01	CO Gas Transmitter	11.00	pcs			
32.02	Digital Multi-Point Monitor Controller, control panels	1.00	set			
32.03	Relays, Strobe, Alarm and other signals wires, power cables	1.00	set			
32.04	<b>Variable Frequency Drive</b>					
	15 Kw	1.00	set			
	11 Kw	1.00	set			
	<b>SUBTOTAL COST:</b>					
<b>XXXIV.</b>	<b>OTHERS</b>					
34.01	Duct and Pipe Hangers, equipment Support, noise and vibration isolators	1.00	lot			
34.02	Consumables	1.00	lot			
34.03	Testing and Commissioning and Miscellaneous Items other miscellaneous items to complete the system	1.00	lot			
	<b>SUBTOTAL COST:</b>					
	<b>MECHANICAL WORKS TOTAL COST:</b>					
<b>Electrical Works Budgetary Estimates</b>						
<b>XXXV.</b>	<b>PANEL BOARDS, TRANSFORMERS &amp; CIRCUIT BREAKERS</b>					
35.01	2L1 230V, 3P+G, NEMA 1, SURFACE MOUNTED	1.00	assy			

	Main: 1 - EZC F 70AT, 100AF, 3P, 25KAIC, 230V, MCCB				
	Brs: 20 - iC60 N 20AT, 63AF, 2P, 20KAIC, 230V, MCB				
	Spare: 4 - iC60 N 20AT, 63AF, 2P, 20KAIC, 230V, MCB				
35.02	2UP1 230V, 3P+G, NEMA 1, SURFACE MOUNTED	1.00	assy		
	Main: 1 - EZC F 50AT, 100AF, 3P, 25KAIC, 230V, MCCB				
	Brs: 16 - iC60 N 20AT, 63AF, 2P, 20KAIC, 230V, MCB				
	Spare: 2 - iC60 N 20AT, 63AF, 2P, 20KAIC, 230V, MCB				
35.03	PP1 230V, 3P+G, NEMA 1	1.00	assy		
	Main: 1 - EZC F 50AT, 100AF, 3P, 25KAIC, 230V, MCCB				
	Brs: 15 - iC60 N 20AT, 63AF, 2P, 20KAIC, 230V, MCB				
	3 - iC60 N 20AT, 63AF, 2P, 20KAIC, 230V, MCB				
35.04	PP-STP 230V, 3P+G, NEMA 1, SURFACE MOUNTED	1.00	assy		
	Main: 1 - EZC F 50AT, 100AF, 3P, 25KAIC, 230V, MCCB				
	Brs: 5 - iC60 N 20AT, 63AF, 2P, 10KAIC, 230V, MCB				
	Spare: 1- iC60 N 20AT, 63AF, 2P, 10KAIC, 230V, MCB				
35.05	AHU-1A & 1B V, ECB	2.00	pcs		
35.06	30kVA UPS	1.00	assy		
35.07	15kVA 480V/ 230 DRY TYPE TRANSFORMER	1.00	assy		
35.08	30kVA 480V/ 230 DRY TYPE TRANSFORMER	1.00	assy		
	<b>SUBTOTAL COST:</b>				
XXXVI.	SYNCHRONIZING SWITCHGEAR 3P+G,Nema 1,Free Standing including 3200AT/3200AF, 65KAIC, 4P ATS and ComAp inteliGen NTC synch controller	1.00	assy		
36.01	<b>Main: 1 - NW H1 3200AT,3200AF, 3P, 65KAIC, 480V, ACB</b>				
	Draw-out Type, Electrically Operated with LSIG protection				
	Brs: 8 - NW H1 3200AT, 4000AF, 3P, 65KAIC, 440V, ACB				
	1 - NSX H 400AT, 400AF, 3P, 65KAIC, 440V, MCCB				
	2 - NWH1 1600AT, 1600AF, 3P, 65KAIC, 440V, ACB				
36.02	<b>ATS FOR FIRE PUMP</b>	1.00	assy		

36.03	<b>UL 1008 ATS (FIRE PUMP)</b>				
	<b>SUBTOTAL COST:</b>				
XXXVII	<b>WIRING DEVICES</b>				
	one gang switch	18.00	set		
	two gang switch	19.00	set		
	three gang switch	4.00	set		
	Three-way switch - two gang	1.00	set		
	Three-way switch - three gang	6.00	set		
37.01	<b>CONDUITS</b>				
	15mmØ EMT conduits	496.00	lghts		
	15mmØ EMT elbow	165.00	pcs		
	15mmØ EMT coupling	496.00	pcs		
	15mmØ EMT connector	156.00	pcs		
	15mmØ EMT Locknut & Bushing	156.00	pcs		
37.02	<b>BOXES</b>				
	4" x 4" x 2" Octagonal Box, Gauge 16, Zinc-Chromate	31.00	pcs		
	2" x 4" Utility Box, Gauge 16, Zinc-Chromate	26.00	pcs		
	4-11/16" x 4-11/16" Square Box, Gauge 16, Zinc-Chromate	26.00	pcs		
37.03	<b>WIRES &amp; CABLES</b>				
	3.5mm <sup>2</sup>	4,464.00	lm		
	<b>SUBTOTAL COST:</b>				
37.04	<b>POWER SYSTEM</b>				
	<b>WIRING DEVICES</b>				
	<b>Duplex Convenience Outlet,</b>	124.00	sets		
	Refrigerator Outlet, Grounding Type	1.00	sets		
	Microwave oven Outlet, Grounding Type	1.00	sets		
	<b>Food waste disposal outlet, Grounding</b>	1.00	sets		
37.05	<b>Hand Dryer Outlet</b>	2.00	sets		
	<b>CONDUITS</b>				
	15mmØ EMT conduits	620.00	lghts		
	15mmØ EMT elbow	206.00	pcs		
	15mmØ EMT coupling	620.00	pcs		
	15mmØ EMT connector	195.00	pcs		
	15mmØ EMT Locknut & Bushing	195.00	pcs		
37.06	<b>BOXES &amp; PULL BOXES</b>				
	4" x 4" Octagonal Box, Gauge 16, Zinc-Chromate	39.00	pcs		
	4-11/16" x 4-11/16" Square Box, Gauge 16, Zinc-Chromate	33.00	pcs		
	2" x 4" Utility Box, Gauge 16, Zinc-Chromate	98.00	pcs		
37.07	<b>WIRES &amp; CABLES</b>				
	3.5mm <sup>2</sup>	5,580.00	lm		

	<b>SUBTOTAL COST:</b>				
<b>XXXIX.</b>	<b>TELEPHONE SYSTEM</b>				
39.01	<b>CONDUIT &amp; FITTINGS</b>				
	25mmØ EMT conduits	148	pcs		
	25mmØ EMT elbow	74	pcs		
	25mmØ EMT coupling	148	pcs		
	25mmØ EMT connector	162.8	pcs		
	25mmØ Locknut & Bushing	162.8	pcs		
	25mmØ flexible metal conduit	41	pcs		
	25mmØ straight connector	81.4	pcs		
	25mmØ angle connector	81.4	pcs		
	32mmØ EMT conduits	47	pcs		
	32mmØ EMT elbow	23.5	pcs		
	32mmØ EMT coupling	47	pcs		
	32mmØ EMT connector	51.7	pcs		
	32mmØ Locknut & Bushing	51.7	pcs		
	32mmØ flexible metal conduit	13	pcs		
	32mmØ straight connector	25.85	pcs		
	32mmØ angle connector	25.85	pcs		
39.02	<b>BOXES &amp; PULL BOXES</b>				
	4" x 4" x 2" Octagonal Box, Gauge 16, Zinc-Chromate	21	pcs		
	2" x 4" Utility Box, Gauge 16, Zinc-Chromate	21	pcs		
39.03	<b>WIRES &amp; CABLES</b>				
	CAT 5e Cable	1774	lm		
39.04	<b>CABLES &amp; CONDUIT from tel room to data center</b>				
	Roughing-ins from Tel provider to Tel room	138	lm		
	<b>SUBTOTAL COST:</b>				
<b>XXXVIII.</b>	<b>FIRE DETECTION ALARM SYSTEM</b>				
38.01	<b>CONDUIT &amp; FITTINGS</b>				
	20mmØ EMT conduits	233.00	lghts		
	20mmØ EMT elbow	179.00	pcs		
	20mmØ EMT coupling	233.00	pcs		
	20mmØ EMT connector	202.00	pcs		
	20mmØ Locknut & Bushing	202.00	pcs		
	15mmØ flexible metal conduit	152.00	lghts		
	15mmØ straight connector	101.00	pcs		
	15mmØ angle connector	101.00	pcs		
38.02	<b>BOXES &amp; PULL BOXES</b>				
	4" x 4" x 2" Octagonal Box, Gauge 16, Zinc-Chromate	101.00	pcs		
	2" x 4" Utility Box, Gauge 16, Zinc-Chromate	41.00	pcs		
	4-11/16" x 4-11/16" Square Box, Gauge 16, Zinc-Chromate	20.00	pcs		

38.03	<b>WIRES &amp; CABLES</b>					
	Twisted Pair #16 (MINERAL INSULATION FRC)	722.00	lm			
38.04	<b>equipment &amp; DEVICES</b>	-	0			
	fire alarm control panel (FACP)	1.00	set			
	manual pull station	5.00	pcs			
	horn with strobe light	41.00	set			
	smoke detector	60.00	pcs			
	<b>SUBTOTAL COST:</b>					
	<b>ELECTRICAL WORKS FOR GROUND FLOOR TOTAL COST:</b>					
<b>Electrical Bill of Quantities for Main</b>						
<b>XXXIX.</b>	<b>MAIN &amp; SUB FEEDERS</b>					
	<b>EMT CONDUITS &amp; FITTINGS</b>					
39.01	32 mmØ EMT pipe	198.00	lghts			
39.02	25 mmØ EMT pipe	24.00	lghts			
39.03	32 mmØ EMT elbow	66.00	pcs			
39.04	25 mmØ EMT elbow	8.00	pcs			
39.05	32 mmØ EMT coupling	198.00	pcs			
39.06	25 mmØ EMT coupling	24.00	pcs			
39.07	32 mmØ EMT connector	38.00	pcs			
39.08	25 mmØ EMT connector	6.00	pcs			
	<b>IMC CONDUITS &amp; FITTINGS</b>					
39.09	100 mmØ IMC pipe	10.00	pcs			
39.10	100 mmØ IMC elbow	6.00	pcs			
39.11	100 mmØ IMC coupling	6.00	pcs			
39.12	100 mmØ IMC Locknut & Bushing	3.00	pcs			
	<b>WIRES &amp; CABLES</b>					
39.13	250 mm <sup>2</sup> THHN	5.00	lm			
39.14	200 mm <sup>2</sup> THHN	4.00	lm			
39.30	125 mm <sup>2</sup> THHN	6.00	lm			
39.31	100 mm <sup>2</sup> THHN	2.00	lm			
39.37	30 mm <sup>2</sup> THHN	594.00	lm			
39.39	14 mm <sup>2</sup> THHN	54.00	lm			
39.40	8.0 mm <sup>2</sup> THHN	234.00	lm			
39.41	5.5 mm <sup>2</sup> THHN	5.50	lm			
39.43	250 mm <sup>2</sup> THHN (FIRE RATED CABLE)	1.00	lm			
39.44	30 mm <sup>2</sup> THHN (FIRE RATED CABLE)	3.00	lm			
	<b>SUBTOTAL COST:</b>					
XL.	<b>PANEL BOARDS / CIRCUIT BREAKERS / TRANSFORMER/ GENERATOR /UPS</b>					
40.01	<b>4LVSB 480V, 3P+G, Nema 1, Free Standing (EXISTING)</b>					
	Main: 1 - Main Lugs Only, 3200A, 3P					

	Brs: 6 - NS H 2000AT, 2000AF, 3P, 65KAIC, 440V, MCCB (EXISTING)					
	6 - NS N 800AT, 800AF, 3P, 36KAIC, 50KAIC, 440V, MCCB (EXISTING)					
	6 - NS N 800AT, 800AF, 3P, 36KAIC, 50KAIC, 440V, MCCB (EXISTING)					
	6 - NS N 800AT, 800AF, 3P, 36KAIC, 50KAIC, 440V, MCCB (EXISTING)					
	2 - EZC H 600AT, 630AF, 3P, 42KAIC, 50KAIC, 440V, MCCB (EXISTING)					
	2 - EZC N 400AT, 400AF, 3P, 36KAIC, 36KAIC, 440V, MCCB (EXISTING)					
	1 - CVS F 250AT, 250AF, 3P, 36KAIC, 36KAIC, 440V, MCCB (EXISTING)					
40.02	1 - EZC H 150AT, 250AF, 3P, 36KAIC, 25KAIC, 440V, MCCB (NEW)	1.00	pcs			
40.03	1 - EZC H 150AT, 250AF, 3P, 36KAIC, 25KAIC, 440V, MCCB (NEW)	1.00	pcs			
40.04	2 - EZC N 400AT, 400AF, 3P, 36KAIC, 36KAIC, 440V, MCCB (NEW)	1.00	pcs			
	2 - EZC N 400AT, 400AF, 3P, 36KAIC, 36KAIC, 440V, MCCB (EXISTING)					
40.05	1 - EZC H 250AT, 250AF, 3P, 25KAIC, 25KAIC, 440V, MCCB (NEW)	1.00	pcs			
	4ELVSB 480V, 3P+G, Nema 1, Free Standing (EXISTING)					
	Main: 1 - NW H1 2000AT, 2000AF, 3P, 65KAIC, 480V, ACB					
	Fixed Type, Electrically Operated, with LSIG Protection					
	4 - NS N 700AT, 1000AF, 3P, 50KAIC, 480V, MCCB (EXISTING)					
	1 - EZC N 600AT, 400AF, 3P, 36KAIC, 480V, MCCB (EXISTING)					
	1 - EZC N 600AT, 400AF, 3P, 36KAIC, 480V, MCCB (EXISTING)					
40.06	1 - EZC H 225AT, 250AF, 3P, 25KAIC, 480V, MCCB (NEW)	1.00	pcs			
	1 - EZC N 350AT, 400AF, 3P, 36KAIC, 480V, MCCB (EXISTING)					
	1 - EZC H 200AT, 250AF, 3P, 25KAIC, 480V, MCCB					



	1 - EZC H 100AT, 100AF, 3P, 20KAIC, 480V, MCCB (EXISTING)				
	1 - EZC N 400AT, 400AF, 3P, 36KAIC, 480V, MCCB (EXISTING)				
40.07	1 - EZC H 250AT, 250AF, 3P, 25KAIC, 25KAIC, 440V, MCCB (NEW)	1.00	pcs		
40.08	FEEDER 4A 480V, 3P+G, NEMA 1	1.00	assy		
	Main: 1 - EZC H 150AT, 250AF, 3P, 25kAIC, 480V, MCCB				
	Brs: 1 - EZC H 60AT, 100AF, 3P, 20KAIC, 480V, MCCB				
	Brs: 5 - EZC H 50AT, 100AF, 3P, 20KAIC, 440V, MCCB				
40.09	FEEDER 4B 480V, 3P+G, NEMA 1	1.00	assy		
	Main: 1 - EZC H 150AT, 250AF, 3P, 25KAIC, 440V, MCCB				
	Brs: 6 - EZC H 60AT, 100AF, 3P, 20KAIC, 440V, MCCB				
40.10	<b>FEEDER 2UP1 480V, 3P+G, NEMA 1</b>	1.00	assy		
	Main: 1 - EZC H 400AT, 400AF, 3P, 25KAIC, 480V, MCCB				
	Brs: 3 - EZC H 100AT, 100AF, 3P, 25KAIC, 480V, MCCB				
	5 - EZC H 50AT, 100AF, 3P, 25KAIC, 440V, MCCB				
40.11	<b>4MDP-T (EXISTING) 4800V, 3P+G</b>				
	Main: 1 - EZC N 600AT 400AF, 3P, 42KAIC, 480V				
	1 - EZC F 400AT, 400AF, 3P, 42KAIC, 4800V, MCCB (EXISTING)				
	1 - EZC H 100AT, 100AF, 3P, 20KAIC, 480V, MCCB (EXISTING)				
	1 - EZC H 100AT, 100AF, 3P, 20KAIC, 480V, MCCB (EXISTING)				
40.12	<b>1 - EZC H 100AT, 100AF, 3P, 20KAIC, 480V, MCCB (NEW)</b>	1.00	pcs		
40.13	<b>MDP-MECH 480V, 3P+G, NEMA 1</b>	1.00	assy		
	Main: 1 - Main Lugs Only, 250A, 3P				
	Brs: 1 - EZC F 160AT, 250AF, 3P, 25KAIC, 480V, MCCB				
	3 - EZC F 60AT, 100AF, 3P, 25KAIC, 480V, MCCB				
	1 - EZC F 50AT, 100AF, 3P, 25KAIC, 480V, MCCB				
	1 - EZC F 150AT, 250AF, 3P, 25KAIC, 480V, MCCB				
	1 - EZC F 30AT, 100AF, 3P, 25KAIC, 480V, MCCB				

	Spare: 1 - EZC F 60AT, 100AF, 3P, 25kAIC, 480V, MCCB					
	PNL-D1-T 480V, 3P+G, NEMA 1, SURFACE MOUNTED					
	Main: 1 - Main Lugs Only, 1200A, 3P					
	Brs: 3 - EZC H 400AT, 400AF, 3P, 36kAIC, 480V, MCCB (EXISTING)					
40.13	1 - EZC H 200AT, 250AF, 3P, 36kAIC, 480V, MCCB (NEW)	1.00	pcs			
40.14	1 - EZC H 125AT, 250AF, 3P, 36kAIC, 480V, MCCB (NEW)	1.00	pcs			
40.15	FEEDER 'R2 TO R6' 480V, 3P+G, NEMA 1	1.00	assy			
	<b>Main: 1 - Main Lugs Only, 400A, 3P</b>					
	Brs: 3 - EZC H 60AT, 100AF, 3P, 25kAIC, 480V, MCCB					
	1 - EZC H 50AT, 100AF, 3P, 25kAIC, 440V, MCCB					
40.16	<b>FEEDER 'PP1 TO PP5' 480V, 3P+G, NEMA 1</b>	1.00	assy			
	Main: 1 - Main Lugs Only, 200A, 3P					
	Brs: 3 - EZC H 40AT, 100AF, 3P, 25kAIC, 480V, MCCB					
	1 - EZC H 30AT, 100AF, 3P, 25kAIC, 440V, MCCB					
	DP 480V, 3P+G, NEMA1, SURFACE MOUNTED					
	Main: 1 - EZC F 750AT, 800AF, 3P, 42KAIC, 480V, MCCB (EXISTING)					
40.17	Brs: 2 - iC60 N 80AT, 100AF, 2P, 25KAIC, 480V, MCB	2.00	pcs			
40.18	2 - EZC H 70AT, 100AF, 3P, 20KAIC, 440V, MCCB	2.00	pcs			
40.19	1 - EZC H 100AT, 100AF, 3P, 20KAIC, 440V, MCCB	1.00	pcs			
	<b>SUBTOTAL COST:</b>					
L.	<b>WIRING DEVICES</b>					
50.01	two gang switch	3.00	set			
50.02	three gang switch	15.00	set			
	<b>CONDUITS</b>					
50.03	15mmØ EMT conduits	56.00	lghts			
50.04	15mmØ EMT elbow	27.00	pcs			
50.05	15mmØ EMT coupling	15.00	pcs			
50.06	15mmØ EMT connector	41.00	pcs			
50.07	15mmØ EMT Locknut & Bushing	41.00	pcs			
	<b>BOXES</b>					
50.08	4" x 4" x 2" Octagonal Box, Gauge 16, Zinc-Chromate	25.00	pcs			
50.09	2" x 4" Utility Box, Gauge 16, Zinc-Chromate	5.00	pcs			

50.10	4-11/16" x 4-11/16" Square Box, Gauge 16, Zinc-Chromate	5.00	pcs			
	<b>WIRES &amp; CABLES</b>					
50.11	3.5mm <sup>2</sup>	156.00	lm			
	<b>SUBTOTAL COST:</b>					
	<b>GROUNDING SYSTEM</b>					
50.13	Grounding rod	21.00	pcs			
50.14	Powder Chemical	5.00	pcs. (150g)			
50.15	Exethormic	2.00	pcs			
50.16	4/0 Bare COPPER WIRE	30.00	lm			
	<b>SUBTOTAL COST:</b>					
	<b>SHORT CIRCUIT ANALYSIS</b>					
50.18	Short circuit analysis, load flow analysis, arc flash & protection & coordination study of the hole building	1.00	lot			
	<b>TESTING</b>					
50.19	Testing of existing LVSG, Transformer, Circuit Breaker & Main	1.00	lot			
	<b>Feeder Conductor</b>					
	<b>SUBTOTAL COST:</b>					
LI.	<b>OTHERS</b>					
	SUPPLY AND INSTALLATION OF GENERATOR INCLUDING TESTING AND COMMISSIONING					
51.01	1000 kW , 480V	1.00	assy			
51.02	Ducting of Genset	1.00	assy			
51.03	BUS DUCT & PULL BOXES (all set)	1.00	assy			
	<b>SUBTOTAL COST:</b>					
	<b>ELECTRICAL WORKS TOTAL COST FOR MAIN:</b>					
<b>Structural Works Bill of Quantities</b>						
	<b>CONCRETE</b>					
LII.	<b>Formworks including Phenolic Boards, Metal Shoring, Pipe Clamps, G.I. Pipes, and Accessories</b>					
52.01	Pile Cap	32.14	0			
52.02	Footing Tie Beams	74.60	m2			
52.03	Columns	63.15	m2			
52.04	Suspended Slab	198.54	m2			
52.05	Beams	269.54	m2			
52.06	Stairs	55.64	m2			
52.07	Ramp @ Podium	102.34	m2			
52.08	Ramp @ Ground flr.	31.34	m2			
52.09	STP	329.67	m2			
52.10	Genset Pad	13.40	m2			

52.11	Sump pit	50.02	m2			
52.12	Guard House	44.31	m2			
52.13	Flagpole pedestal @ podium	2.80	m2			
52.14	Lamp Post @ Podium	46.14	m2			
52.15	Fan Room 1 Ground Floor - Podium	66.71	m2			
52.16	Fan Room 2 Ground Floor - Podium	110.00	m2			
52.17	Connection to Existing Bldg.@ ground flr. & podium	5.99	m2			
52.18	Oil Interceptor@ ground flr.	19.47	m2			
52.19	Water Storage Tank Pad	73.95	m2			
<b>LIII.</b>	<b>Complete Supply and Installation of Reinforcing Steel Bars as per Plan, Drawing Details and Specifications</b>					
53.01	Pile Cap	1,413.30	kgs			
53.02	Slab on Fill	998.10	kgs			
53.03	Footing Tie Beams	2,283.59	kgs			
53.04	Columns	3,723.06	kgs			
53.05	Suspended Slab	3,275.84	kgs			
53.06	Beams	6,121.79	kgs			
53.07	Stairs	901.60	kgs			
53.08	Ramp Ground to Podium	1,037.62	kgs			
53.09	Ramp @ Ground flr.	1,137.77	kgs			
53.10	STP	6,743.44	kgs			
53.11	Genset Pad	683.92	kgs			
53.12	Sump pit	1,918.25	kgs			
53.13	Guard House	992.46	kgs			
53.14	Flagpole pedestal @ podium	89.63	kgs			
53.15	Roll Up Door I Column Ftg. @ Ground Floor	237.45	kgs			
53.16	Fan Room 1 Ground Floor - Podium	1,356.95	kgs			
53.17	Fan Room 2 Ground Floor - Podium	2,790.26	kgs			
53.18	Connection to Existing Bldg.@ ground flr. & podium	762.41	kgs			
53.19	Oil Interceptor@ ground flr.	160.29	kgs			
53.20	Water Storage Tank Pad	2,150.54	kgs			
<b>LIV.</b>	<b>Complete Supply and Installation of Reinforced Concrete (Ready Mix Concrete) as per Plan, Drawing Details and Specifications</b>					
54.01	Pile Cap	10.38	m3			
54.02	Slab on Fill	26.86	m3			
54.03	Footing Tie Beams	11.20	m3			
54.04	Columns	6.68	m3			
54.05	Suspended Slab	29.78	m3			
54.06	Beams	37.90	m3			
54.07	Stairs	11.27	m3			
54.08	Ramp @ Ground to Podium	25.24	m3			

54.09	Ramp @ Ground flr.	19.00	m3			
54.10	STP	55.03	m3			
54.11	Genset Pad	11.64	m3			
54.12	Sump pit	15.75	m3			
54.13	Guard House	13.41	m3			
54.14	Flagpole pedestal @ podium	0.36	m3			
54.15	Roll Up Door I Column Ftg. @ Ground Floor	3.98	m3			
54.16	Fan Room 1 Ground Floor - Podium	8.33	m3			
54.17	Fan Room 2 Ground Floor - Podium	30.90	m3			
54.18	Connection to Existing Bldg.@ ground flr. & podium	4.79	m3			
54.19	Oil Interceptor@ ground flr.	1.89	m3			
54.20	Water Storage Tank Pad	10.82	m3			
	<b>SUB-TOTAL OF CONCRETE</b>					
<b>LV.</b>	<b>METALS</b>					
	Complete Supply and Installation of Roof Framing System,including,canopy,solar façade,steel stairs,steel beams,flagpole,lamp post etc. also includes Trusses, Purlins, Bolts, Plates, I- Beams and Accessories as per Plan, Drawing Details and Specifications					
55.01	<b>Steel Beam for Roll-Up door (for grnd flr. &amp; Podium)</b>					
	@ podium	14,106.99	kgs			
	@ ground floor	741.50	kgs			
	chemical bolts Ø16mm x 100mm long	32.00	pcs.			
55.02	<b>Guardhouse</b>					
	tubular steel	548.26	kgs			
	purlins	78.40	kgs			
	baseplates	101.87	kgs			
	anchor bolts	10.41	kgs			
55.03	<b>Flagpole</b>					
	baseplates	50.94	kgs			
	anchor bolts	8.84	kgs			
	pivot bolts	1.71	kgs			
55.04	<b>Connection to Existing Bldg.@ ground flr. &amp; podium</b>					
	I-Beam	3,316.33	kgs			
	I-Col	1,394.24	kgs			
	chemical bolts Ø16mm x 100mm long	160.00	pcs			
	anchor bolts	12.19	kgs			
	other Accessories (plates,bolts,etc.)	1.00	lot			
	<b>SUB-TOTAL OF METALS</b>					

VVI.	<b>PILE WORKS</b>					
	<b>Complete Supply and Installation of Jet Grouted Piles as per Plan, Drawing Details and Specifications</b>					
56.01	Jet Grouted Pile ( Ø.80m x 16m - 14pcs.)					
	Materials (installed)	224.00	lm			
	mobilization	1.00	lot			
	<b>SUB - TOTAL OF PILEWORKS</b>					
VVII.	<b>EARTHWORK</b>					
57.01	<b>Site Works</b>					
	Clearing and Grubbing	1.00	m2			
	Supply and Installation of Soil Embankment	1.00	m3			
	Supply and Application of Soil Treatment / Soil Poisoning	1.00	m2			
57.02	<b>Building</b>					
	Clearing and Grubbing	1.00	lot			
	Foundation Excavation	20.38	m3			
	Complete Supply and Application of Backfill & Compaction	22.92	m3			
	Complete Supply and Application of Compacted Gravel Base & Fill	36.46	m3			
	<b>SUB - TOTAL OF EARTHWORK</b>					
	<b>STRUCTURAL WORKS TOTAL COST:</b>					
<b>Building Management System Budgetary Estimates</b>						
LVIII	<b>GENERAL REQUIREMENTS</b>					
58.10	All insurances such as bonds and guarantee performance bonds, third party insurance and surety bond against down payment and retention bond	1.00	lot			
58.20	Mobilization and demobilization of workers, tools and equipments	1.00	lot			
58.30	Temporary facilities and temporary utilities	1.00	lot			
58.40	Safety and security, daily cleaning and maintenance works	1.00	lot			
58.50	Demolition and hauling of debris	1.00	lot			
	<b>SUBTOTAL COST:</b>					
LIX.	<b>GROUND FLOOR</b>					
	Supply and Installation of Controllers, Panels and Field Devices for Bldg Management Sytsem, to include:	1.00	lot			
59.01	2.1. DDC Controller supporting the following features:					
59.02	2.1.1 Bacnet/IP compatible, Ethernet 10/100, Wireless connection,					

59.03	2.1.2 Embedded Server for remote access;					
59.04	2. 1.3 Scheduling and Graphical Display and can send email alerts 24VAC Power Supply.					
59.05	2. 1.4 Gateway Controller, act as coordinator for wireless connectivity.					
59.06	2.2 DDC enclosure panel with complete peripherals (Power supply, UPS, Cable manager and wire tagging).					
	<b>SUBTOTAL COST:</b>					
LX.	Sensors (Immersion Temperature, DPS, DPT, and Flow Meter, Wireless Temperature Gage)	1.00	lot			
	<b>SUBTOTAL COST:</b>					
LXI.	Variable Frequency Drive (VFD), composed of:					
61.01	4.1 VFD, 11.5 Kw	8.00	set			
61.02	4.2 VFD, 15 Kw	6.00	set			
61.03	4.3 VFD, 18 Kw	4.00	set			
61.04	4.4 VFD, 2.2 Kw	1.00	set			
61.05	4.5 VFD, 37 Kw	2.00	set			
	<b>SUBTOTAL COST:</b>					
LXII.	Cabling, Rough-ins and support, Network Cables/ UTP Cables, switch hub and other miscellaneous.	1.00	lot			
	<b>SUBTOTAL COST:</b>					
LXIII.	Operator Workstation & Software, composed of:	1.00	lot			
63.01	6.1 CPU & I/O Specifications					
63.02	6.2 Chipset: Proprietary motherboard,					
63.03	6.3 Intel/Atom N270 Processor 945GSE/ CH7-M					
63.04	6.4 Memory/HDD, 1x2.5" SATA HDD or 1x Internal Compact Flash Type Flash II slot.					
63.05	6.5 Energy Management System, Scheduler, Trend Logging application.					
63.06	6.6 Remote Web Client licensed protocol.					
63.07	6.7 Support Bacnet Ethernet/IP, Modbus, LON IP-852.					
63.08	6.8 Graphic Layout.					
63.09	6.9 Trend logs, Reports and email alerts.					
	<b>SUBTOTAL COST:</b>					
LXIV	Rectify Chilled Water Valve actuators:					
64.01	7.1 Supply and Install of new Valve Actuators, same specs as existing	8.00	set			
	<b>SUBTOTAL COST:</b>					

LXV	VRF BACnet Inteface including signal wires, roughing ins					
65.01	Groud Floor BACnet Gateway Moduel					
65.02	Podium Floor BACnet Gateway Moduel					
65.03	Third Floor Floor BACnet Gateway Moduel					
65.04	Fourth Floor Floor BACnet Gateway Moduel					
65.05	Fifth Floor Floor BACnet Gateway Moduel					
65.06	RoofDeck BACnet Gateway Moduel					
0.00	SUBTOTAL COST:					
LXVI.	Removal, replacement and restoration of damage floor, walls and criling finishes.					
0.00	SUBTOTAL COST:					
LXVII.	Miscellaneous Items					
LXVIII	Consumable Materials					
0.00	BUILDING MANAGEMENT SYSTEM TOTAL COST					
	<b>GROUND FLOOR TOTAL COST (A,S/P,FP,M,E,S,BMS,SS)</b>					



**DEPARTMENT OF FINANCE EXECUTIVE TOWER RENOVATION**

LOCATION **ROXAS BLVD. CORNER P. OCAMPO STREET, MANILA CITY**  
 PROJECT **RENOVATION OF THE DEPARTMENT OF FINANCE BUILDING - PACKAGE 1**  
 DATE:  
 SUBJECT: **BID FORM FOR PACKAGE 1**

PODIUM DRIVEWAY						
Package 1 (Podium Driveway)						
Architectural Works Bill of Quantities						
ITEM NO.	ITEM DESCRIPTION AND LOCATION	QUANTITY	UNIT	DIRECT UNIT COST	TOTAL COST	REMARKS
<b>I.</b>	<b>GENERAL REQUIREMENTS</b>					
1.01	All insurances such as bonds and guarantee performance bonds, third party insurance and surety bond against down payment and retention bond, building permit and occupancy permit.	1.00	lot			
1.02	Mobilization and demobilization of workers, tools and equipment	1.00	lot			
1.03	Temporary facilities and temporary utilities	1.00	lot			
1.04	Safety and security, daily cleaning and maintenance works	1.00	lot			
1.05	Demolition, dismantling and hauling of debris (Verify as per technical specifications)	1.00	lot			
	Demolish all existing walls and partitions as stated in the plan.					
	Excavate floor and slab based on architectural and structural plans.					
	Demolish affected sidewalk area to accommodate construction of driveway ramp.					
	Strip all existing wall finishes affected with the renovation					
	Dismantle all existing doors, door jambs, hardware and accessories and turnover all items to the owner for proper handling except for doors to be retained					
	Dismantle existing perimeter fence and gates affected with the renovation project					
	Dismantle all existing lighting fixtures and electrical devices on affected areas and all items are subject for turnover to the owner for proper handling.					
	Dismantle and relocation of all necessary existing utility lines, conduits, pipes, ductworks and sprinkler heads subject for replacement as per plan.					
	Demolish and dismantle all existing floor finishes as per plan.					

	Dismantle all existing toilet fixtures and accessories for replacement.				
	As-built drawings. Including all disciplines				
1.07	H-frame scaffolding complete with necessary things and accessories; and formworks	1.00	lot		
	<b>SUBTOTAL COST:</b>				
<b>II.</b>	<b>FLOOR WORKS</b>				
2.01	100mm x 100mm non-skid paver tiles at driveway ramp, drop-off and executive parking	550.00	sq.m.		
2.02	300mm x 300mm non-skid outdoor granite tiles at pedestrian stairs	28.05	sq.m.		
2.03	50mm x 50mm brass nosing at pedestrian stairs	62.70	l.m.		
2.04	Existing floor finish to be retained, refurbished and cleaned using pressurized water at podium parking, driveway and other areas as shown in the plans	1,633.47	sq.m.		
2.05	Ready mix concrete 3000 psi, 3/4 aggregate for wheel stopper, speed table and curb	26.73	cu.m		
2.06	Stamped concrete for walkway and other areas as shown in the plans	108.90	sq.m.		
	<b>SUBTOTAL COST:</b>				
<b>III.</b>	<b>WALL WORKS</b>				
3.01	100mm thick concrete hollow block with cement plaster on both sides for fan rooms, guard post, driveway ramp wall, island planters and other areas as shown in the plans	98.56	sq.m.		
	<b>SUBTOTAL COST:</b>				
<b>IV.</b>	<b>PAINTING WORKS</b>				
4.01	New CHB walls subject for painting at fan rooms, guardpost, driveway ramp island planters and other areas as shown in the plans	155.56	sq.m.		
4.02	wheel stopper and curb in black and yellow epoxy paint stripes finish	150.00	l.m.		
4.03	Structural steel framing painting	154.10	sq.m.		
	<b>SUBTOTAL COST:</b>				
<b>V.</b>	<b>GLASS WORKS</b>				
5.01	Fixed glass window using 12mm thk tempered clear glass at guardpost as shown in the plans	2.75	sq.m.		
5.02	12mm thk. tempered colored glass roof on metal framing at pedestrian stair glass roofing and guard post roofing	125.30	sq.m.		
	<b>SUBTOTAL COST:</b>				
<b>VI.</b>	<b>LIGHTING FIXTURES</b>				

6.01	Outdoor wall lamp. Aluminum die- cast casing with 2 E27 lampbase on top and bottom, and with glass cover; item to include 2 pieces 3W candle type LED warm white bulb with E27 base at guard post and other areas as shown in the plans	4.20	set			
6.02	Outdoor recessed wall lamp. Recessed type aluminum die casting with tempered frosted glass cover and E27 socket lamp fixture; with 5W LED warm white E27 lamp base candle type bulb at front wall and other areas shown in the plans	18.90	set			
6.03	Outdoor underground LED lighting fixture. 3W LED warmwhite underground square type lighting fixture with aluminum frame, tempered glass cover, high temperature resistant silicon ring at entry wall as shown in the plans	7.35	set			
6.04	Surface mounted LED fixture. 5.7W LED daylight bulb with E27 lamp base with 100mm diameter round aluminum surface mounted down light fixture with glass cover and E27 socket at guardpost pedestrian stairs and other areas shown in the plans	11.55	set			
6.05	Guard house flood light. 20W LED daylight flood light with aluminum tempered glass casing and high temperature resistant silicone ring.	4.20	set			
6.06	Outdoor LED spotlight. 9W LED warmwhite outdoor spot light fixture with dark grey die- cast aluminum casing, glass cover, high temperature resistant silicone ring and 40mm di. X 18mm height ground mounting bracket at guardpost	3.15	set			
	<b>SUBTOTAL COST:</b>					
<b>VII.</b>	<b>MISCELLANEOUS WORKS</b>					
7.01	1 3/4" diameter stainless steel handrail connected to wall at pedestrian stairs complete with stainless steel bracket and plate combined with glass railing at executive parking with 12mm thk. Tempered clear glass on stainless angle steel vertical glass holder at 1.20m o.c. complete with accessories as shown in the plans	60.00	l.m.			
7.02	Perimeter Fence to be retained	59.00	l.m.			
7.03	Composite concrete bollard 900mmH x 150mm diameter bollard schedule 40 B.I. pipe with concrete filling in black and yellow epoxy paint stripes finish	10.00	set			
7.04	1.80m x 0.90m metal louver using GA 16 tubular frame with B.I sheet louver blade in epoxy painted finish at fan	12.96	sq.m.			

	room plenum louvers					
	SUBTOTAL COST:					
<b>VIII.</b>	<b>WATER PROOFING WORKS</b>					
8.01	Flexible cementitious waterproofing as per manufacturer's standard for driveway	612.20	sq.m.			
	SUBTOTAL COST:					
	<b>ARCHITECTURAL WORKS TOTAL COST:</b>					
<b>Sanitary/ Plumbing Works Bill of Quantities</b>						
<b>IX.</b>	<b>FACILITY STORM DRAINAGE PIPING</b>					
	<b>Storm Line (Collectors/Downspouts)</b>					
	Supply and installation of Polyvinyl Chloride (PVC) pipes, Series 1000 II or approved equal, including fittings, painting, sleeves, supports, hangers and other miscellaneous items as shown and as required to complete the system					
9.01	150mm diameter x 3m	39.00	l.m.			
9.02	100mm diameter x 3m	15.00	l.m.			
0.00	<b>Clean-out</b>					
	Supply and installation of Ceiling Clean-out					
9.03	150mm diameter jointing to PVC Pipe	5.00	m			
	<b>Drains</b>					
	Supply and installation of drains including adaptors and p-trap as required, setting in concrete, making good around with approved grouting					
	<b>Gutter Drain</b>					
9.04	75mm diameter jointing to PVC Pipe	4.00	m			
	<b>Podium Balcony Drain</b>					
9.05	100mm diameter jointing to PVC Pipe	4.00	m			
	<b>Deck Drain</b>					
9.06	150mm diameter jointing to PVC Pipe	4.00	m			
9.07	75mm diameter jointing to PVC Pipe	1.00	m			
	<b>Vent Line (Horizontal and Vertical)</b>					
	Supply and installation of Polyvinyl Chloride (PVC) pipes, Series 1000 II or approved equal, including fittings, painting, sleeves, supports, hangers and other miscellaneous items as shown and as required to complete the system					

9.08	75mm diameter x 3m	12.00	l.m.			
9.09	50mm diameter x 3m	6.00	l.m.			
	<b>The following are in respect of the whole of</b>					
	<b>the Plumbing installations</b>					
9.10	Sealing, packing and fire proofing wherever required where pipes, conduits, cables or trunking pass through slabs, walls, beams and the like	1.00	item			
9.11	providing identification, color coding and labelling	1.00	item			
9.12	providing operation and maintenance manuals consisting of five (5) sets	1.00	item			
9.13	testing and commissioning including making good all defects and re-testing as necessary and leaving all in sound and perfect working order on completion	1.00	item			
9.14	instructing the Owner's representatives in operation, maintenance and service of completed installation; a period of twelve (12) months from the date of issuance of Certificate of Completion	1.00	item			
9.15	maintenance including labor and parts replacement; a period of twelve (12) months from the date of issuance of Certificate of Completion	1.00	item			
9.16	disinfecting the whole water distribution system issuing of the certificate of insurance that the whole system is free from contamination	1.00	item			
	<b>SANITARY/ PLUMBING WORKS TOTAL COST:</b>					
	<b>PODIUM DRIVEWAY TOTAL COST (A, S/P)</b>					

***Section IX. Bidding Forms***

**TABLE OF CONTENTS**

Bid Form .....160  
Form of Contract Agreement .....162  
Omnibus Sworn Statement .....164  
Bid Securing Declaration.....167

## Bid Form

---

Date: \_\_\_\_\_

IB<sup>1</sup> N<sup>o</sup>: \_\_\_\_\_

To: *[name and address of PROCURING ENTITY]*

Address: *[insert address]*

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;

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

- (c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

---

<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.



- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) **We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].**
- (k) **We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.**

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_

## Form of Contract Agreement

---

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the Bid for *[insert the amount in specified currency in numbers and words]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Drawings/Plans;
  - (c) Specifications;
  - (d) Invitation to Bid;
  - (e) Instructions to Bidders;
  - (f) Bid Data Sheet;
  - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
  - (h) Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - (i) Eligibility requirements, documents and/or statements;
  - (j) Performance Security;
  - (k) Notice of Award of Contract and the Bidder’s conforme thereto;
  - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Contractor).

Binding Signature of Procuring Entity

\_\_\_\_\_

Binding Signature of Contractor

\_\_\_\_\_

*[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement]*

## Omnibus Sworn Statement

---

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

*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]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, 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;

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 following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure 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.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**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 \_\_\_\_\_

\* This form will not apply for WB funded projects.

**Bid-Securing Declaration**

**(REPUBLIC OF THE PHILIPPINES)**  
**CITY OF \_\_\_\_\_ ) S.S.**  
**X-----X**

**Invitation to Bid** *[Insert reference number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any 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 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 as the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

**[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]**  
**[Insert signatory's legal capacity]**

Affiant

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

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** \_\_\_\_.



