



Republic of the Philippines

Department of Agriculture

AGRICULTURAL TRAINING INSTITUTE

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BIDDING DOCUMENTS

Repair/Rehabilitation of ATI Dormitory and Staff House

(PhilGEPS Ref. No. 5748286)

Contract Ref. No. ITB-ATI-CO -2018-09

24 October 2018

REFERENCE:

Philippine Bidding Documents, 5th Edition

August 2016

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Section I. Invitation to Bid



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Invitation to Bid

REPAIR/REHABILITATION OF ATI DORMITORY AND STAFF HOUSE

1. The **AGRICULTURAL TRAINING INSTITUTE (ATI)**, through the 2018 GENERAL APPROPRIATIONS ACT (GAA) intends to apply the sum of **FORTY MILLION PESOS (PHP 40,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **REPAIR/REHABILITATION OF ATI DORMITORY AND STAFF HOUSE** (Contract Ref. No. ITB-ATI-CO-2018-09). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **ATI Central Office** now invites bids for the **REPAIR/ REHABILITATION OF ATI DORMITORY AND STAFF HOUSE**, located at **ATI Central Office Compound, Elliptical Road, Diliman, Quezon City**. Completion of the Works is required **within one hundred eighty (180) calendar days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II: Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 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 **ATI-BAC Secretariat** and inspect the Bidding Documents at the address given below from **8:00 a.m. to 5:00 p.m.**
5. A complete set of Bidding Documents may be acquired by interested bidders from the address below, and upon payment of the applicable fee for the bidding documents, pursuant to Appendix 8 of 2016 Revised IRR of RA 9184, in the amount of **TWENTY-FIVE THOUSAND PESOS (PHP 25,000.00)**.

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.

6. The **ATI-BAC** will hold a **Pre-Bid Conference** on **November 5, 2018, 11:00 a.m.** at the **ATI Conference Room 1, 2nd Floor, ATI Central Office**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before **10:00 a.m., November 16, 2018**. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.

Bid opening shall be held at **11:00 a.m., November 16, 2018** at the **ATI Conference Room 1, 2nd Floor, ATI Central Office**. 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.
8. The **ATI** 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.
9. For further information, please refer to:

MS. PAMELA G. MAPPALA
Head-BAC Secretariat
AGRICULTURAL TRAINING INSTITUTE
ATI Building, Elliptical Road
Diliman, Quezon City, Metro Manila
Tel. No. (02) 929-8541 local 260
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MILAGROS C. URBANO
BAC Chairperson

Section II. Instructions to Bidders

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A. General

1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS**, invites bids for the construction of Works, as described in SECTION VI. SPECIFICATIONS.
- 1.2. 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.
- 1.3. 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

- 3.1. 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.

3.2. 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).

3.3. 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 66.

4. Conflict of Interest

4.1. 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.

4.2. 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:

- (h) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (i) If the Bidder is a partnership, to all its officers and members;
- (j) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (k) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (l) 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

- 5.1. Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this Bidding:
- (m) Duly licensed Filipino citizens/sole proprietorships;
 - (n) 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;
 - (o) 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;
 - (p) Cooperatives duly organized under the laws of the Philippines.
 - (q) 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.
- 5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**.
- 5.3. 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.
- 5.4. (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**.

- 5.5. 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

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX. Bidding Forms as required in **ITB** Clause (dd)(iii).
- 6.2. The Bidder is responsible for the following:
- (r) Having taken steps to carefully examine all of the Bidding Documents;
 - (s) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (t) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (u) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 10.4.
 - (v) 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;
 - (w) 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;
 - (x) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
 - (y) 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;

- (z) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (aa) 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

- (bb) 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.

6.3. 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.

6.4. 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.

- 6.5. 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.
- 6.6. 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.
- 6.7. 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.
- 6.8. 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

- 8.1. 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.
- 8.2. 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.
- 8.3. 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

- 9.1. (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**.

- 9.2. 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.
- 9.3. 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

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(cc) 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.

(dd) **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 IX. Bidding Forms.

13. Documents Comprising the Bid: Financial Component

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
- (ee) **Financial Bid Form, which includes bid prices and the bill of quantities**, in accordance with ITB Clauses 15.1 and 15.3; and
 - (ff) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (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

- 14.1. 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.
- 14.2. 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.

- 14.3. 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

- 15.1. The contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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 80. 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

- 16.1. 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.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, 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.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1. 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.
- 17.2. 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

- 18.1. **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. <i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i> | 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. <i>For biddings conducted by LGUs, the Bank Draft/ Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</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; 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 32.2, 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.

- 18.2. 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.
- 18.3. 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 18.2.
- 18.4. 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 18.2.
- 18.5. The bid security may be forfeited:
 - (gg) 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 (qq);
 - (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.
- (hh) 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 Section IX. Bidding Forms 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 12.1, 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

- 20.1. 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."

- 20.2. 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.
- 20.3. 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.
- 20.4. All envelopes shall:
- (ii) contain the name of the contract to be bid in capital letters;
 - (jj) bear the name and address of the Bidder in capital letters;
 - (kk) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 20.1;
 - (ll) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (mm) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. 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

23.1. 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.

- 23.2. 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.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 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.
- 23.4. 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 18.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. 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.
- 24.2. 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”.
- 24.3. 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.

- 24.4. 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.
- 24.5. 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.
- 24.6. 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.
- 24.7. 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 (cc)(ii) to 12.1(a)(iv) by any of the joint venture partners constitutes compliance.
- 24.8. 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

- 25.1. 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.

- 25.2. 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

- 27.1. 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.
- 27.2. The Lowest Calculated Bid shall be determined in two steps:
- (nn) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (oo) 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.
- 27.3. 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:
- (pp) 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
 - (qq) 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.
- 27.4. 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**.

- 27.5. 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.
- 27.6. 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.
- 27.7. 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

- 28.1. 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.
- 28.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

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.
- 28.3. 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.
- 28.4. 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 30.3.
- 28.5. 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.

- 28.6. 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.
- 28.7. 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

- 29.1. 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.
- 29.2. 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:
- (rr) 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;
 - (ss) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (tt) 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.

- 29.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (uu) No bids are received;
 - (vv) All prospective Bidders are declared ineligible;
 - (ww) All bids fail to comply with all the bid requirements, fail post-qualification; or
 - (xx) 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

- 30.1. 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.
- 30.2. 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.
- 30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (yy) 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;
 - (zz) Posting of the performance security in accordance with **ITB** Clause 32;
 - (aaa) Signing of the contract as provided in **ITB** Clause 31; and
 - (bbb) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31. Signing of the Contract

- 31.1. 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.

- 31.2. 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.
- 31.3. 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.
- 31.4. The following documents shall form part of the contract:
 - (ccc) Contract Agreement;
 - (ddd) Bidding Documents;
 - (eee) 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;
 - (fff) Performance Security;
 - (ggg) Notice of Award of Contract; and
 - (hhh) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

32. Performance Security

- 32.1. 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.
- 32.2. 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. <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i> | Ten percent (10%) |

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <p>(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.</p> <p><i>For biddings conducted by the LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p> | |
| <p>(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.</p> | <p>Thirty percent (30%)</p> |

32.3. 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 | |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1 | <p>The Procuring Entity is AGRICULTURAL TRAINING INSTITUTE (ATI).</p> <p>The name of the Contract is REPAIR/REHABILITATION OF ATI DORMITORY AND STAFF HOUSE</p> <p>The identification number of the Contract is ITB-ATI-CO-2018-09.</p> |
| 2 | <p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through 2018 GENERAL APPROPRIATIONS ACT (GAA) in the amount of FORTY MILLION PESOS (PHP 40,000,000.00)</p> <p>The name of the Project is REPAIR/REHABILITATION OF ATI DORMITORY AND STAFF HOUSE LOCATED AT ATI CENTRAL OFFICE COMPOUND, ELLIPTICAL ROAD, DILIMAN, QUEZON CITY.</p> |
| 3.1 | No further instructions. |
| 5.1 | No further instructions. |
| 5.2 | Bidding is restricted to eligible bidders as defined in ITB Clause 5.1. |
| 5.4(a) | No further instructions. |
| 5.4(b) | For this purpose, similar contracts shall refer to contracts, which have the same major categories of work. <i>[insert description/clarification of what are major categories of work]</i> . |
| 8.1 | Subcontracting is not allowed. |
| 8.2 | Not applicable.” |
| 9.1 | The Procuring Entity will hold a pre-bid conference for this Project on November 5, 2018, 11:00 a.m. at Conference Room 1, 2nd Floor, ATI Central Office Main Building. |
| 10.1 | <p>The Procuring Entity’s address is: AGRICULTURAL TRAINING INSTITUTE, ATI Building, Elliptical Road, Diliman, Quezon City, Metro Manila.</p> <p>The contact person is MS. PAMELA G. MAPPALA, Head-BAC Secretariat. Contact No. is (02) 929-8541 local 260 and email address is <u>atico.property@yahoo.com</u>.</p> |

| | | | | |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------|----------------|
| 10.4 | No further instructions. | | | |
| 12.1 | No further instructions. | | | |
| (cc)(iii) | No further instructions. | | | |
| 12.1(b)(ii.2) | The minimum work experience requirements for key personnel are the following: | | | |
| | <u>Key Personnel</u> | <u>General Experience</u> | <u>Relevant Experience</u> | |
| | Project Manager | 20 years | 10 years | |
| | Project Engineer | 10 years | 5 years | |
| | Material Engineer | 10 years | 5 years | |
| | Foreman | 10 years | 5 years | |
| | Construction, Safety & Health Personnel | 5 years | 5 years | |
| 12.1(b)(iii.3) | The minimum major equipment requirements are the following: | | | |
| | <u>Equipment</u> | <u>Capacity</u> | <u>Capacity</u> | <u>Remarks</u> |
| | 6 wheeler Elf | 2100 | 2 | Owned |
| | Backhoe with breaker | | 1 | Rental |
| | Concrete Mixer (1 bagger) | | 2 | Owned |
| | Welding machine | 300-500 amp | 3 | Owned |
| | Bar bending Machine | | 1 | Owned |
| | Bar Cutter Machine | | 1 | Owned |
| | Concrete Vibrator | | 2 | Owned |
| | Electric jack hammer | | 2 | Owned |
| | Air Compressor | | 1 | Owned |
| | Tile Cutter | | 1 | Owned |
| | Generator | | 1 | Owned |
| | Chain Block | 3 ton | 1 | Owned |
| | Chipping Gun | | 2 | Owned |
| | Circular Saw | | 1 | Owned |
| | Hand Drill | | 2 | Owned |
| | Grinder | | 2 | Owned |
| | Cutting Outfit | | 2 | Owned |
| | Cut off machine | 16 mm dia. | 2 | Owned |
| | Submersible Pump | 2 HP | 2 | Owned |
| 13.1 | "No additional Requirements" | | | |
| 13.1(b) | This shall include all of the following documents: | | | |
| | 1) Bid prices in the Bill of Quantities; | | | |
| | 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 | | | |
| | 3) Cash flow by quarter or payment schedule. | | | |

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| 13.2 | The ABC is FORTY MILLION PESOS (PHP 40,000,000.00) . Any bid with a financial component exceeding this amount shall not be accepted. |
| 14.2 | No further instructions. |
| 15.4 | No further instruction. |
| 16.1 | The bid prices shall be quoted in Philippine Pesos. |
| 16.3 | No further instructions. |
| 17.1 | Bids will be valid until 120 calendar days from the date of the opening of bids. |
| 18.1 | The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <ol style="list-style-type: none"> 1. The amount of not less than EIGHT HUNDRED THOUSAND PESOS (PHP 800,000.00) [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of not less than TWO MILLION PESOS (PHP 2,000,000.00) [5% of ABC] if bid security is in Surety Bond. |
| 18.2 | The bid security shall be valid until 120 calendar days. |
| 20.3 | Each Bidder shall submit ONE (1) original and TWO (2) ADDITIONAL copies of the first and second components of its bid. |
| 21 | The address for submission of bids is at the Conference Room 1, 2nd Floor, ATI-CO Main Building. The deadline for submission of bids is November 16, 2018 at 10:00 a.m. |
| 24.1 | The place of bid opening is at the Conference Room 1, 2nd Floor, ATI-CO Main Building. The date and time of bid opening is November 16, 2018, 11:00 a.m. |
| 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. |
| 27.4 | No further instructions. |
| 28.2 | LATEST INCOME AND BUSINESS TAX RETURNS FILED AND PAID THROUGH THE BIR ELECTRONIC FILING SYSTEM (eFPS). |

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| (hhh) | <p>ADDITIONAL CONTRACT DOCUMENTS RELEVANT TO THE PROJECT REQUIRED BY PROCURING ENTITY:</p> <p>(1) construction schedule and S-curve, (2) manpower schedule, (3) construction methods, equipment utilization schedule (4), construction safety and health program approved by the Department of Labor and Employment, and (5) PERT/CPM or other acceptable tools of project scheduling.</p> |
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Section IV. General Conditions of Contract

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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 53.
- 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 81.
- 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. **Dayworks** 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**.

35. Interpretation

- 35.1. 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.
- 35.2. 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).
- 35.3. 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.

36. Governing Language and Law

- 36.1. 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.
- 36.2. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

37. 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.

38. Possession of Site

- 38.1. 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.
- 38.2. If possession of a portion is not given by the date stated in the SCC Clause 38.1, 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 79.
- 38.3. 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.

- 38.4. 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.

39. The Contractor's Obligations

- 39.1. 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.
- 39.2. 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.
- 39.3. The Contractor shall be responsible for the safety of all activities on the Site.
- 39.4. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
- 39.5. 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.
- 39.6. 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.
- 39.7. 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.
- 39.8. 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.
- 39.9. 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.

39.10. 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.

40. Performance Security

40.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Contractor shall furnish the performance security in any of the forms prescribed in **ITB** Clause 32.2.

40.2. 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.

40.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

40.4. 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**.

40.5. The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause 32.2 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.

40.6. 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.

40.7. 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.

41. Subcontracting

- 41.1. Unless otherwise indicated in the **SCC**, the Contractor cannot subcontract Works more than the percentage specified in **BDS** Clause 8.1.
- 41.2. 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.
- 41.3. 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.

42. Liquidated Damages

- 42.1. 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.
- 42.2. 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.

42.3. 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.

43. 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.

44. Contractor's Risk and Warranty Security

44.1. 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.

44.2. 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.

44.3. 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.

44.4. 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:

(d) 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;

- (e) 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;
- (f) 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;
- (g) 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.
- (h) 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.

44.5. 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.

44.6. 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 |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| (i) Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or | Five Percent (5%) |

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| authenticated by a Universal or Commercial bank, if issued by a foreign bank | |
| (j) 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%) |
| (k) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission | Thirty Percent (30%) |

44.7. 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.

44.8. In case of structural defects/failure occurring during the applicable warranty period provided in **GCC** Clause 44.5, 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.

45. 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.

46. Procuring Entity's Risk

46.1. From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:

- (l) 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.

- (m) 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.

47. Insurance

47.1. The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:

- (n) Contractor's All Risk Insurance;
- (o) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
- (p) Personal injury or death of Contractor's employees; and
- (q) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.

47.2. 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.

47.3. 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.

47.4. 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.

- 47.5. 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 72 until the Contractor complies with this Clause.
- 47.6. 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:
- (r) 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.

48. Termination for Default of Contractor

- 48.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:
- (vi) 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;
 - (vii) 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
 - (viii) 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.

48.2. 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.

49. 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:

- (s) 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
- (t) 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.

50. Termination for Other Causes

50.1. 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.

50.2. The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.

50.3. Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (u) 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;
- (v) 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;
- (w) 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;
- (x) 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;
- (y) 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;
- (z) The Contractor does not maintain a Security, which is required;
- (aa) 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 42; and
- (bb) 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.

- 50.4. 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.
- 50.5. 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 50.3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.
- 50.6. 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.

51. Procedures for Termination of Contracts

51.1. The following provisions shall govern the procedures for the termination of this Contract:

- (cc) 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;
- (dd) 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;

- (ee) 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;

- (ff) 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;
 - (gg) 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
 - (hh) 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.
- 51.2. 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:
- (ii) 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");
 - (jj) 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.
- (kk) 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.
- (ll) 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.
- (mm) 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.

52. Force Majeure, Release From Performance

- 52.1. 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.
- 52.2. 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.

- 52.3. 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.
- 52.4. 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:
 - (nn) any sum to which the Contractor is entitled under **GCC** Clause 60;
 - (oo) the cost of his suspension and demobilization;
 - (pp) any sum to which the Procuring Entity is entitled.
- 52.5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

53. Resolution of Disputes

- 53.1. 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.
- 53.2. 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.
- 53.3. 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.

54. 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:

- (qq) The Procuring Entity is obligated to notify the Contractor of such suspension within seven (7) days of having received the suspension notice.
- (rr) 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 77.2**.

55. Procuring Entity's Representative's Decisions

- 55.1. 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.
- 55.2. The Procuring Entity's Representative may delegate any of his duties and responsibilities to other people, except to the Arbiter, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

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

- 56.1. 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.
- 56.2. The Contractor shall be responsible for design of Temporary Works.
- 56.3. The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 56.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

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

- 57.1. 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.

57.2. 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.

58. Extension of the Intended Completion Date

58.1. 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.

58.2. 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.

59. Right to Vary

59.1. 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.

59.2. Variations shall be valued as follows:

- (ss) At a lump sum price agreed between the parties;
- (tt) where appropriate, at rates in this Contract;
- (uu) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
- (vv) 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.

60. Contractor's Right to Claim

If the Contractor incurs cost as a result of any of the events under GCC Clause 45, 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.

61. Dayworks

- 61.1. Subject to **GCC** Clause 75 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.
- 61.2. 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.
- 61.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

62. Early Warning

- 62.1. 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.
- 62.2. 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.

63. Program of Work

- 63.1. 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.
- 63.2. 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.
- 63.3. 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.

- 63.4. 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.
- 63.5. 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.
- 63.6. All Variations shall be included in updated Program of Work produced by the Contractor.

64. Management Conferences

- 64.1. 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.
- 64.2. 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.

65. Bill of Quantities

- 65.1. The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.
- 65.2. 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.
- 65.3. 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.

- 65.4. 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.

66. Instructions, Inspections and Audits

- 66.1. 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.
- 66.2. 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.
- 66.3. 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.

67. 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.

68. 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.

69. Correction of Defects

- 69.1. 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.
- 69.2. 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.
- 69.3. The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.

- 69.4. 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.

70. Uncorrected Defects

- 70.1. 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.
- 70.2. 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.

71. Advance Payment

- 71.1. 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**.
- 71.2. 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.
- 71.3. 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.
- 71.4. The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
- 71.5. 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 71.1.

72. Progress Payments

- 72.1. 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.

- 72.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
- (ww) Cumulative value of the work previously certified and paid for.
 - (xx) Portion of the advance payment to be recouped for the month.
 - (yy) Retention money in accordance with the condition of contract.
 - (zz) Amount to cover third party liabilities.
 - (aaa) Amount to cover uncorrected discovered defects in the works.
- 72.3. Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amount 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.
- 72.4. 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.
- 72.5. 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.

73. Payment Certificates

- 73.1. 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.
- 73.2. The Procuring Entity's Representative shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 73.3. The value of Work executed shall:
- (bbb) be determined by the Procuring Entity's Representative;
 - (ccc) comprise the value of the quantities of the items in the Bill of Quantities completed; and
 - (ddd) include the valuations of approved variations.

- 73.4. 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.

74. Retention

- 74.1. 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 74.2.
- 74.2. 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 therefor.
- 74.3. 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.
- 74.4. 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.

75. Variation Orders

- 75.1. 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.

- 75.2. A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.
- 75.3. 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.
- 75.4. 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%).
- 75.5. 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:
 - (eee) 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.

- (fff) 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.
- (ggg) 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.
- (hhh) 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.
- (iii) 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.

76. 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.

77. Suspension of Work

- 77.1. 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.
- 77.2. 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:

- (jjj) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
 - (kkk) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
 - (lll) 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.
 - (mmm) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
 - (nnn) 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.
- 77.3. 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.

78. Payment on Termination

- 78.1. 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.
- 78.2. 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.

- 78.3. The net balance due shall be paid or repaid within twenty-eight (28) days from the notice of termination.
- 78.4. If the Contractor has terminated the Contract under **GCC** Clauses 49 or 50, the Procuring Entity shall promptly return the Performance Security to the Contractor.

79. Extension of Contract Time

- 79.1. 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.
- 79.2. 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.
- 79.3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 79.4. 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.
- 79.5. 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.

80. 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.

81. 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.

82. 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.

83. Operating and Maintenance Manuals

- 83.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **SCC**.
- 83.2. 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 | The Intended Completion Date is: <u>one hundred eighty (180) calendar days.</u> <i>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</i> |
| 1.22 | The Procuring Entity is AGRICULTURAL TRAINING INSTITUTE, ATI BUILDING, ELLIPTICAL ROAD, DILIMAN, QUEZON CITY, METRO MANILA. |
| 1.23 | The Procuring Entity's Representative is: DIRECTOR LUZ A. TAPOSOK, Officer-in-Charge, Director, Agricultural Training Institute. |
| 1.24 | The Site is located at ATI Compound, Elliptical Road, Diliman, Quezon City, Metro Manila and is defined in drawings No. A01, page 01. |
| 1.28 | The Start Date is: <i>NOTE: The start date shall be the date of receipt of the Notice to Proceed.</i> |
| 1.31 | The Works consist of REPAIR/REHABILITATION OF ATI DORMITORY AND STAFF HOUSE located at the ATI Central Office Compound, Elliptical Road, Diliman, Quezon City. |
| 35.2 | <i>If different dates are specified for completion of the Works by section ("sectional completion"), these dates should be listed here</i> |
| 38.1 | The Procuring Entity shall give possession of all parts of the Site to the Contractor <i>upon issuance of the Notice to Proceed.</i> |
| 39.5 | The Contractor shall employ the following Key Personnel: <i>[List key personnel by name and designation]</i> NOTE: The names of the Key Personnel and their designation shall be filled out by winning contractor prior to contract signing. |
| (c) | No further instructions. |
| 40.7 | No further instructions. |
| 41.1 | No further instructions. |
| 42.3 | The site investigation reports are: <i>[list here or state none]</i> |
| 44.3 | No further instructions. |
| 44.5 | <i>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas,</i> |

| | |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p><i>ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</i></p> <p><i>In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years.</i></p> <p><i>In case of other structures, such as Bailey and wooden bridges, shallow wells, spring developments, and other similar structures: Two (2) years.</i></p> |
| 45 | <p><i>State here "No additional provision." or, if the Contractor is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."</i></p> |
| 18.3(h)(i) | <p>No further instructions.</p> |
| 53.2 | <p>The Arbiter is: Upon mutual consent of both parties. In case of disagreement, a representative from the DPWH shall be consulted.</p> |
| 61.1 | <p>Dayworks are applicable at the rate shown in the Contractor's original Bid.</p> |
| 63.1 | <p>The Contractor shall submit the Program of Work to the Procuring Entity's Representative within three (3) calendar days of delivery of the Notice of Award.</p> |
| 63.3 | <p>The period between Program of Work updates is <i>[insert number]</i> days.</p> <p>The amount to be withheld for late submission of an updated Program of Work is <i>[insert amount]</i>.</p> |
| 66.3 | <p>The Funding Source is the <i>Government of the Philippines</i>.</p> |
| 71.1 | <p>The amount of the advance payment is 15% of the Contract Amount.</p> |
| 72.1 | <p>Materials and equipment delivered on the site but not completely put in place shall be included for payment.</p> |
| 83.1 | <p>The date by which operating and maintenance manuals are required is <i>[date]</i>.</p> <p>The date by which "as built" drawings are required is <i>[date]</i>.</p> |
| 83.2 | <p>The amount to be withheld for failing to produce "as built" drawings and/or operation and maintenance manuals by the date required is <i>[amount in local currency]</i>.</p> |

Section VI. Specifications

SECTION VI. SPECIFICATIONS

1. GENERAL REQUIREMENTS

SECTION 1.1

Summary of Works

This includes the furnishing of all materials, labors, tools and equipment and the performance of all operations necessary for the **Repair/Rehabilitation of ATI Dormitory and Staff House located at ATI Central Office Compound, Elliptical Road, Diliman, Quezon City**, all in accordance with the plans and specifications, and subject to the terms and conditions of the contract documents.

SECTION 1.2

Mobilization and Mobilization

The contractor upon receipt of the Notice to Proceed shall immediately mobilize and transport his plant, equipment, materials and employees to the site within seven (7) calendar days and demobilized or remove the same at the completion of the project.

SECTION 1.3

Contractor's Facilities & Utilities

1.3a Field Office

During the performance of the contract, the Contractor shall construct and maintain a field office and facilities at the site of the work at which he or his authorized agent shall be holding office at all times, while the work is in progress. The location dimensions and layout of such office shall be subject to approval. Construction shanties, sheds and temporary facilities provided as required for the Contractors convenience shall be maintained in good condition and neat appearance including finishes as required by the ATI Representative.

The Contractor shall be responsible for the maintenance and protection of all facilities to be provided during the entire duration of the Contract including provision of adequate stock of all expendable items, such as light bulbs, light tubes, equipment and supplies, etc. At all times to ensure proper and continuous functioning of all the facilities.

1.3b Temporary Light and Power

The Contractor shall provide and maintain temporary electrical services including installation of temporary power & lighting within the construction site. The electrical services shall be adequate in capacity to supply power to construction tools and equipment without overloading the temporary facilities and shall be

made available to supply power, lighting and construction operation of all trades. All temporary equipment and wiring for power and lighting shall be in accordance with the applicable provisions of the local governing codes. At the completion of the construction works all temporary wiring, lighting, equipment and devices shall be removed.

1.3c Temporary Toilet

The contractor shall provide (if not available) and maintain in sanitary condition enclosed toilet for the use of all construction personnel located within the contract limits, complete fixtures, water and sewer connections and appurtenance.

1.3d Temporary Water Supply

The contractor shall provide and maintain water supply service, complete with necessary connections and appurtenances. Installed water supply shall be used as a source of water for construction purposes subject to the approval of the ATI Representative/Engineer/Architect.

1.3e Project Identification and Signage

The contractor shall provide and maintain a tarpaulin signboard which must be suitably framed for outdoor display at the project location, and shall be posted as soon the award has been made.

1.3f First Aid

The contractor shall provide and maintain a first aid kits available on-site office. Location of the kit must be accessible. The contractor shall have a trained and knowledgeable employee on giving a first aid on workers.

1.3g Disposal Area

The proposed location of disposal area shall be at the site designated by the ATI Representative. It is the responsibility of the contractor to disposed off site all construction debris and considered in the preparation of his proposal.

SECTION 1.4

Temporary Works & Services

1.4a Security

Efficient watchman shall be provided for watching over the site and on the works from the theft, day and night. Temporary lighting shall be provided to light up hoarding and scaffoldings. Erect complete fence around the perimeter of construction sites to shield from view and prevent unauthorized access.

1.4b Screens

Where works is carried out in or adjacent to existing buildings, protection shall be provided against the spread of dust and other nuisance by means of dust sheets, tarpaulins, boards and the like.

Safety screen net and scaffolding should protect/prevent person from falling down, or to avoid hurting people of property from falling debris from on-going construction.

1.4c **Scaffolding**

All scaffolding, screens, covering, screen framings and the like shall be properly constructed, wedged, braced, secured and maintained in accordance with the best local practice. All materials shall be of good quality and of adequate strength and stability to carry the loads to be sustained.

Metal scaffold system shall be a scaffold system constructed, as required, with working platform adequately supported and other ancillary members including guardrails, toe boards, access ladders, slope catch-fans, safety screen, anchors, support brackets, foundation and the like; and all the structural members of the scaffolding system shall be metal.

The scaffold system shall provide a suitable and sufficient safe means of access and workplace for carrying out work which cannot be conveniently executed from the ground or from a floor in a building, or from a ladder, etc.

The scaffold system shall be used for all construction, alteration, repair and maintenance works. Unless otherwise specified, other alternative scaffolding may be used for screening purposes.

The contractor shall be responsible for the design, planning and coordination, transportation, fabrication, erection, maintenance alteration and dismantling of the scaffold system.

Scaffolding shall be inspected on a regular basis, with submission of inspection form and certification by the competent and qualified person as per the statutory requirements.

SECTION 1.5
Coordination

1.5a **Supervision**

The contractor must employ only **competent and efficient key personnel** experienced in their specialization.

All personnel/laborers shall wear **proper uniform and ID's** when entering and within ATI premises.

1.5b **Construction Safety and Health / Safety Management**

The contractor shall put up and continuously maintain **adequate safety measures** that shall prevent undue loss, damages and injury of workers, or loss of properties.

Sufficient safety helmets, rubber boots, safety shoes, safety belt/harness, lifeline, umbrella, protective and waterproof clothing, personal protective devices such as ear muffers and glasses and other safety equipment necessary by reason of hazardous work process or environment, chemical or radiological or other mechanical irritants of hazard capable causing injury or impairment in the function of any part of the body through absorption, inhalation or physical agent shall be provided by the contractor for the use of workers, the ATI representatives and other authorised persons visiting the site.

1.5c Parking and loading/unloading

Availability, locations and time of use of parking and loading/unloading shall be agreed with and approved by the ATI representatives.

SECTION 1.6

Regulatory and Other Requirements

1.6a Other Requirements

All requirements described in detail in the General Requirements shall be provided and shall be the sole responsibility of the Contractor in the execution of the work. These are, among others:

- a. Permits and Fees
- b. Materials Testing
- c. Project / Technical Meetings and Conferences

The Contractor and others working under his jurisdiction shall perform work in compliance with the rules and regulations and ordinances of any kind required by the governmental authority or other agency having jurisdiction over his work.

1.6b Project / Technical Meetings

Pre-Construction Conferences

A pre-construction meeting between the Implementing Office, or ATI representatives, and the Contractor shall be held at the site prior to the commencement of works.

The meeting shall be for the purpose of:

- Resolving current problems;
- Further orienting the contractor to the requirements of the Drawings and Specifications;
- Working out with the contractor a general schedule of supervision.

Progress Meeting

The contractor shall meet with the Implementing Office weekly or as required to verify the progress of the work.

1.6c Progress Report

The Contractor shall prepare and submit progress reports to the Implementing Office every **30 days (1 month)** after the start of the project up to its completion, showing the work completed, work remaining to be done, status of construction equipment and materials at the site.

1.6d Survey Data

The Contractor shall layout his work from established based lines and benchmark indicated in the drawing and shall be responsible for all measurement in connection therewith. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, materials and labor as may be required in laying out any part of the work, out of established based lines and benchmark. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks until he is authorized to remove them.

1.6e Cleaning-up

The Contractor shall all times keep the construction area including storage area used by him free from accumulations of waste materials material or rubbish. Upon completion of the construction, the Contractor shall leave the work and premises in clean, neat womanlike conditions satisfactory to the Implementing Office or its representative.

Demobilization

1.6f Document to be submitted

➤ **Construction Schedule**

The Contractor shall contact the Implementing Office before covering up any work so that proper inspection may be made.

➤ **Network Analysis Schedules**

The Contractor shall prepare a PERT-CPM Construction Schedule to indicate the following:

- a. All activities necessary to complete the project;
- b. Monthly value of each activity.

➤ **Close-Out Report**

Upon completion of the works the Contractor shall furnish ATI (Agricultural Training Institute) the required Close-Out Report as prerequisite for the processing of the final payment.

The Close-Out Report shall include, but not limited to, the following:

- 1. "As-Built" Plans** – three (3) copies in print (A1-size) and CD for Autocad file;

The "As-Built" Plans shall reflect all pertinent information, complete in all aspects of the actual installation, and all new information not originally shown in the contract drawings.

2. **Material Book** containing Materials Sample Approval Form, and list of all materials used, with corresponding pictures and description; Provide Table of Contents neatly typed, in complete and orderly sequence. Include complete information for each of the following:
 - (a) Product or work item;
 - (b) Firm, with name of principal, address, and telephone number;
 - (c) Scope;
 - (d) Date of beginning of warranty or service and maintenance contract;
 - (e) Duration of warranty or service maintenance contract;
 - (f) Proper procedure in case of failure;
 - (g) Instances which might affect validity of warranty or bond; and
 - (h) Contractor, name or responsible principal, address, and telephone number.
 - (i) Copy of equipment and material brochures.
3. **Pictures of Work Progress** (in print and in CD for electronic copy)
4. **Report of the result of all conducted test**
5. **Daily Log Book**

2. EARTH AND SITE WORKS

SECTION 2.1 Clearing and Grubbing

2.1a General

Consist of clearing, grubbing, removing and disposing all vegetation and debris as designated in the contract, except those object that are designated to remain in place or are to be removed in consonance with other provisions of this specification.

All surface objects and all trees, stumps, roots and other protruding obstructions, not designated to remain, shall be cleared and/or grubbed, including mowing as required.

SECTION 2.2 Removal of Structure and Obstruction

2.2a General

Consist of the removal wholly or in part, and satisfactory disposal of all buildings, fences, structures, old pavements, abandoned pipe lines, and any other

obstructions which are not designated or permitted to remain, except for the obstruction to be removed and disposed off under other items in the contract.

2.2b **Protection**

1. Barricades: Furnish and install any necessary barricades to protect the public or workmen during demolition and dismantling of each structure or part thereof. Barricades to keep the public out of demolition areas shall be left in place until removed by the Contractor after they are no longer required for protection.
2. Sidewalk overhead protection. The contractor must provide overhead protection around the building, while working is occurring to protect pedestrian from falling debris.
3. Warning Signs: Provide necessary warning signs and lights.

2.2c **Execution**

1. Demolish and dismantle structures into sections and dispose them properly and promptly at designated areas or as directed.
2. Avoid accumulation of dismantled materials and work demolished on area that will create heavy load to carry to any structure members.
3. Care should be taken to protect and maintain all materials and other existing parts such as walls and utilities like conduits, drains, sewers, pipe and wires that are to remain in place. Any damage done in the performance of the work shall be replaced and corrected at the expense of the Contractor.
4. Execute demolition and dismantling works in an orderly manner with due consideration to neighbor and public.
5. All usable materials taken from the demolition shall be turned over to the Implementing Office.

➤ Structure(s) to be retained

Parts of existing structure(s) which are to be kept in place shall be adequately protected.

Debris shall not overload any part of the structure which is not to be demolished.

➤ Partly demolished structure(s)

Partly demolished structure(s) shall be kept in a stable condition, with adequate temporary support at each stage to prevent risk of uncontrollable collapse. Debris shall not overhead scaffolding platforms. Access of unauthorized persons to partly demolished structure(s) shall be prevented. Partly demolished structures shall be left safe outside working hours.

➤ Clean up

1. Remove from the project site all rubbish and debris found thereon and all materials and debris resulting from dismantling and demolition.
2. Leave site in safe and clean condition.

SECTION 2.3
Earthworks & Site Preparation

2.3a General

➤ Scope

Consist of furnishing all labor, materials, equipment, plant and other facilities and the satisfactory performance of all work necessary to complete dismantling, clearing, stripping and all site preparation as indicated on drawing and specification.

2.3b Protection

➤ Workmen

Provide adequate measures to protect workmen and public in site.

➤ Surrounding Area

Protect other structure from damage, and repair damage caused by this work at no additional cost to ATI.

➤ Utilities Lines

Existing utility lines indicated or location of which are made known to the Contractor prior to execution of works, and that which area indicated to be retained, as well as utility lines constructed during operations, shall be protected from damage during the execution of work, and if damaged, shall be repaired at no extra cost. Site survey shall be conducted by the Contractor to acquaint with the existing utility line. Proper measures shall be taken and immediate information forwarded to the Implementing Office when utility lines are encountered within the area of operation.

➤ Survey and Grades

The drawings indicated layout of existing building components. Contractors shall be responsible for verifying the actual and the proposed setting in complete conformity with the drawings.

➤ Disposal of Cleared Materials

Dismantled refuse materials resulting from the clearing operations shall be disposed of by removing from the site of the Contractor's expense. Materials shall be disposed outside the perimeters of the project site.

➤ Dismantled Materials

Shall be stored above the ground upon platforms, skids, or other supports. It shall be kept free from dirt, grease or other foreign matter, and shall be covered to protect against damages.

SECTION 2.4 Earthworks

2.4a General

➤ Scope

This works consist of furnishing all materials, labor, equipment and the performances of all operations in connection with the excavation, filling and backfilling and compaction complete in accordance with the drawings and specifications stated herein. Also include trenching and backfilling for underground sanitary lines.

Earthworks consist of excavation, backfilling and disposal of surplus materials. Work of this section includes all measures and materials required to complete the design supply, support, use, construction removal of earthworks

➤ Protection

a. Existing Structures

Protect existing buildings, streets and other structures, which are indicated to remain, from damage and repair damage caused by this work at no additional cost to the ATI.

b. Utility Lines

Where utility lines area encountered within the area of operations, the Contractor shall notify the Implementing Office in ample time for the necessary measures to be taken interruption of the service.

2.4b Materials

- Barrow materials shall be selected, laboratory approved materials obtained from off-site sources and having a 3.5 percent liquid limit, and 4 to 12 percent plasticity index.
- Granular fill to form a capillary water barrier shall be clean, crushed non-uniformly graded and of a size which will pass 25 millimeter mesh screen and be retained on a No. 4 mesh screen.
- Excavated materials approved for use as backfill shall free of fibers, vegetables or organics materials, boulders, large rocks or pockets, lumps or other concentration of silt, debris, or cinders.
- No fill materials shall be placed when free water is standing in the area where fill is to be placed.

2.4c Execution

➤ Preparation

a. Stakes and Batter Board

- Stake out the building accurately and established grades. Secure the approval of the Implementing office and/or ATI.
 - Erect batter boards and reference mark where they will not be disturbed during construction.
 - Store the materials and conduct work in such manner as to preserve all reference marks.
 - Re-establishment of lines and grades where necessary shall be done at Contractor"s expense.
- b. Rough Grading
- Cut and fill and grade the site area
 - Deposit materials in horizontal layers not exceeding 0.20 meters (8 inches) in depth and compact 95 of maximum density.
- Excavation
- a. Foundations
- Excavate to grade indicated
 - Excavate trenches to a neat size, leveled to line at the bottom ready to receive the foundation.
- Dewatering
- Water encountered during the excavation shall be removed by pail or pump; care being taken that the surrounding particles of soil are not disturbed or removed.
 - Pump water out of excavated areas throughout the construction
- Trenching for Sub-Drainage
- Excavated trenches for underground utility system and drain lines. Grade and tamp to provide firm bed trenches for drain line
- Soil Compaction
- All existing earth within the building lines that has been disturbed should be placed in 15 centimeters layers and compacted 95% of maximum density required for fill.
- Disposal of Excavated Materials
- Surplus materials resulting from the site excavating and grading operations shall be removed from the site and disposed off in a proper manner if not needed.
- Backfilling and Grading
- a. Backfilling
- Commence after approval of construction below finish grade, underground utility systems inspected and tested, forms removed and the excavation cleaned of trash and debris.
 - Place in layers not more than 15 centimeters thick and evenly compact and ram by wetting, tamping or rolling until the correct grade.
- b. Finish Grade

- Place filling materials in horizontal loose layers not exceeding 15 centimeter in thickness and spread, mix and place in such a manner as to produce a uniform thickness of material.
- Start in deepest area and progress approximately parallel to finished grade.
- Grade finish surface to drain water from the building.

SECTION 2.5 Soil Treatment/Termite Control

2.5a **General**

➤ Scope

This works consist of furnishing all materials, labor, equipment and all the performance of all operations in connection with the soil poisoning work complete in accordance with the drawings and specifications stated herein.

➤ Examination of Site

Visit the site of the work and examine the premises to fully understand all existing conditions relative to the work.

2.5b **Product**

The chemical shall be “lentrex / chlordane , F3D14” or approved equivalent. 2.5c Execution

➤ Application

- Application shall be done by certified pesticide applicator.
- Soil poisoning work shall not begin until all preparations for footing and/or slab placement have been completed.
- Soil poison shall not be applied when soil is excessively wet.
- After grading and leveling the soil in the ground and layer of gravel laid preparatory to the pouring of concrete, flood or soak every square meter of floor area with soil poison working solution.
- Thoroughly drench and saturate every linear meter shall be applied to all areas immediately below expansion joints, and all areas, where slab will penetrated by pipe ducts and other construction features.
- Hollow masonry wall resting on grades shall have its void treated with 2.5 liters of soil poison working solution per linear meter of wall. Poisons are poured directly into the hollow spaces.
- Treat earth fill thoroughly. As soon as fill is packed and leveled, drench every 1 square meter area with soil poison working solution.

2.5d **Guarantee**

Upon completion of the work, and as condition of final acceptance, the Contractor shall be furnished with a written guarantee which shall provide that the soil poisoning treatment shall prevent sub-terranean termites from attacking the building or its content for a period of not less than 5 years.

III. CONCRETE FORMWORKS

SECTION 3.1

General

3.1a Scope

This works includes furnishing all labor, materials, equipment and satisfactory performance of all operations necessary to complete setting of all concrete formworks and other related works in accordance with the Contract Document.

3.1b Protection

- Provide forms that will produce correctly aligned concrete.
- Choice of fitting shall be done correctly.
- Support of forms shall be done rigid and extra care must be exercised in considering weight and side pressure.

SECTION 3.2

Materials

3.2a Product

➤ Form Lumber

Shall be stress graded or merchantable; shall be non-staining species and dressed on concrete forming side if to be for exposed surfaces.

➤ Phenolic board

Shall be commercial standard, moisture resistant, at least 12mm thk.

➤ Form Oil

Use colorless mineral oil, required viscosity is equal to 70 second but not more than 110 seconds at 38C.

➤ Shoring & scaffolding

Shall be at least galvanize iron 2" dia. shed 40.

SECTION 3.3

Execution

3.3a Construction of Form

Formworks shall have adequate cleanest opening to permit inspection and cleaning. Joints shall locate at the junction of formworks panels where feasible. Formworks joints shall be solidly backed and leak proof. Form surface on concrete side shall be given one coat of form oil after fabrication or cleaning and second coat just prior to rebar placing. Excess oil shall be wiped off. Form oil shall be kept off from the reinforcement and embedded items. Forms shall be properly maintained throughout the concrete works to accommodate rate and methods of placing concrete; to support load of wet concrete, and vertical, horizontal and impact loads during construction, and to minimize abnormal deflections during

and after concrete placement. Forms shall be provided with positive means of adjustment to permit realignment or readjustment of shores.

3.3b Removal of Forms

- Forms shall not be removed without the consent of the Engineer/Architect of the Implementing Office. Blocks and bracing shall not be removed at the time the forms are removed and in no case shall any portion of wood forms be left in the concrete.
- Forms shall be removed in planned and sequenced sequences to insure complete safety of structure, and without damage to concrete surfaces. Forms and shoring shall not be removed until concrete is adequately set and strong enough to withstand anticipated loadings.

➤ Time of Removal

| Part of Structure | Minimum Time |
|-----------------------------------|---------------------|
| Sides of beams, walls and columns | 1 day |
| Suspended Slab | 14 days |
| Beams or Girder Soffit | 14 days |

IV. CONCRETE AND REINFORCED CONCRETE

SECTION 4.1
General

4.1a Scope

This work includes the furnishing, bending, placing and finishing concrete in accordance with the plans and specifications.

Unless otherwise specified herein, concrete works shall conform to the requirements of the ACI Building Code. Full cooperation shall be given other trades to install embedded items. Provisions shall be made for setting items not placed in the forms. Before concrete is placed, embedded items shall have been inspected and tested for concrete aggregates and other materials shall have been done.

SECTION 4.2
Materials

4.2a Products

➤ Ready Mix Concrete

Ready-mix concrete shall conform ASTM C94 as modified herein. Ready-mix concrete is defined in this specification as concrete produced regularly by a commercial establishment and delivered to the purchaser in the plastic state. Ready-mix concrete may be used provided that:

- a. The plant has sufficient capacity and transportation equipment to deliver the concrete at the rate desired, and
- b. The plant meets the requirements specified herein for equipment, measurement of materials, and mixing, except as modified herein. The cement, aggregate, water and admixtures shall conform to all applicable requirements of this specification.

➤ Portland Cement

Cement for the concrete shall conform to the requirements of specifications for Portland Cement (ASTM C-150, Type I) by Union, Republic, Pacific Cement only.

➤ Water

Water used in mixing concrete shall be clean and free from other injurious amounts of oils, acids, alkaline, organic materials or other substances that may be deleterious to concrete or steel.

➤ Fine Aggregates/ Sand

Fine Aggregates/Sand shall consist of hard, tough, durable, uncoated, and clean particles, or S-1. The shape of the particles shall be generally rounded or cubicle and reasonably free from flat or elongated particles. The stipulated percentages of fines in the sand shall be obtained either by the processing of natural sand or by the production of a suitably graded manufactured sand. Signs of more than 10% soil content for every delivery shall be rejected.

➤ Fine Aggregates/Gravel

Coarse Aggregates shall consist of WASHED AGGREGATES. Coarse aggregates shall consist of hard, tough, durable, clean particles. The size of coarse aggregates to be used in the various parts of the work shall be ¾” for all concreting work.

➤ Reinforcing Steel Bar

Reinforcing Bars shall conform to the requirements of the ASTM standard specifications ASTM-1562-2T, for Billet Steel Bars for concrete reinforcement (A15-625) and to specifications for minimum requirements for the deformed steel bars for concrete reinforcement (A 305-56). For passing and acceptable standard of structural steel.

Reinforcing steel bars to be used shall bear the distinctive markings identifying the manufacturer by their initials, bar size number, including the type of steel such as:

| | |
|---|------------------|
| N | = for Billet |
| A | = for Axial |
| R | = for rail steel |

Reinforcing bar shall have structural steel grade, as follows;

10mm in diameter & below - A36, F's 32KSI
 12 - 16mm in diameter - A441, F's 40KSI

20mm in diameter & above - A572, F's 60KSI

➤ Other Materials

Provide other materials, not specified described but required for the complete and proper installation, as selected by the contractor subject to the approval of the Implementing Office.

4.2b **Proportioning and Mixing of Concrete**

➤ Proportion

Proportions of all materials entering into the concrete shall be as follows:

| MIX | CEMENT | SAND | GRAVEL |
|----------|--------|-------|--------|
| Class AA | 1 | 1-1/2 | 3 |
| Class A | 1 | 2 | 4 |
| Class B | 1 | 2-1/2 | 5 |
| Class C | 1 | 3 | 6 |

➤ Design of Concrete

Unless otherwise specified / indicated in the plans, concrete mix shall be Class A, and shall have 28-days strength of 3000psi, for all concrete work (with "fly ash" additive).

| Structure | Concrete Design |
|-------------------------------|-----------------|
| Cast against earth | 3000 PSI |
| Foundation / Footing tie beam | 3000 PSI |
| Slab on fill | 3000 PSI |
| Suspended Slab | 4000 PSI |
| Beams and Girder | 4000 PSI |
| Column | 4000 PSI |

➤ Mixing

Concrete shall be machine mix. Mixing shall begin with 30 minute after the cement has been added to the aggregates. In the absence of the concrete mixer, manual mixing is allowed, provided sampling shall be done 3 days before pouring (to attain the good result).

SECTION 4.3
Execution

4.3a **Placing of Reinforcement**

Steel reinforcement shall be provided as indicated, together with all necessary wire ties, chairs, spacers, supported and other devices necessary to install and secure the reinforcement properly. All reinforcement, when placed, shall be free from loose, flaky rust and scale, oil, grease, clay, and other coating and foreign substances that would reduce or reduce its bond with concrete.

➤ Bar Spacing

The ACI Code on bar spacing specifically provides that:

- The minimum clear distances between the adjacent steel bars shall not be less than the normal diameter of the bars or 25 mm for column. This requirement was increased to 1-1/2 bar diameter or 4 centimeters.
- Where beam reinforcement are placed in 2 or more layers, the clear distance between layers must not be less than 25 mm or 1 inch and the bars in the upper layer should be placed directly above those in the bottom layers.
- In walls and slabs, other than the concrete joist construction, the principal reinforcement shall be spaced not farther apart than three times the wall or slab thickness nor more than 45 cm.
- Shrinkage and temperature reinforcement shall not be placed farther apart than 5 times the slab thickness nor more than 45 cm.

➤ Minimum covering of bars

| | |
|--------------------------------------------------------------------------------------|-----------------------|
| For concrete slabs permanently in contact with the earth | -75mm min; 80mm max |
| Exposed to earth or weather Not exposed to weather nor in contact with the ground | - 40mm min; 50mm max |
| Slab, walls, and joist | - 20 mm min; 40mm max |
| Beams, girders, and columns - | -- 40mm min |

➤ Minimum covering of bars

Refer to the structural schedule of reinforcements and slabs.

As a rule, the ground floor concrete slab shall be reinforced with 10 mm - deformed bars spaced at 400 mm on center both ways. It shall be connected to the walls with 10 mm dowels spaced at 600 mm on center.

4.3b **Conveying and Placing of Concrete**

➤ Conveying Concrete

Concrete shall be conveyed from mixer to form as rapidly as practicable by methods, which will prevent segregation, or loss of ingredients. There will be no vertical drop greater than 1.5 meters except where suitable equipment is provided to prevent segregation and where specifically authorized.

➤ Placing

Placing concrete shall be worked readily into the corners and angles of the forms and around all reinforcement and embedded items permitting the material to segregate. Concrete shall be deposited as close as possible to its final position in the forms so that flow within the mass does not exceed two (2) meters and consequent segregation is reduced to a minimum near forms or embedded items, or elsewhere as directed. The discharge shall be so controlled that the concrete may be effectively compacted into horizontal layers not exceeding 30 centimeters in depth within the maximum lateral movement specified.

- Time Interval between Mixing and Placing
Concrete shall be placed before initial set has occurred and before it has contained its water content for more than 45 minutes.
- Consolidation of Concrete
Concrete shall be consolidated with the aid of mechanical vibrating equipment and supplemented by hand spading and tamping. Vibrators shall not be inserted into lower course that have commenced initial set; and reinforcement embedded in concrete beginning to set or already set shall not be disturbed by vibrators. Consolidation around major embedded parts shall be by hand spading, and tamping, and vibrators shall not be used.
- Placing Concrete
Through reinforcement in placing concrete through reinforcement, care shall be taken that no segregation of the coarse aggregate occurs. On the bottom of beams and slabs, where the congestion of steel near the form.
- Concrete Vibrator
The contractor shall provide at least two (2) concrete vibrators always available on site.

4.3c **Curing of Concrete**

- General
All concrete shall be moist cured for a period not less than 7 consecutive days by an approved method or combination applicable to local conditions.
- Moist Curing
The surface of the concrete shall be kept continuously wet by covering with burlap, plastic, or other approved materials thoroughly saturated with water and covering wet spraying or intermittent hosing.

4.3d **Finishing**

- Concrete Slab on Fill
Shall be laid on a prepared foundation consisting of sub grade and granular fill with thickness equal to the thickness of overlaying slab except as other-wise indicated.

Pour water cement grout on back filled sand before pouring concrete on slab on fill.

4.3e **Pouring Permit Required**

All concrete pouring shall be approved by the Project Engineer. The Contractor must accomplish the prescribed form indicating the details of the pouring, date, time, duration, list of manpower, engineer in charge, psi requirement, quantity and position of rebars, etc. Pouring permit must be approved by the Project Engineer before any pouring activity is made. No permit, no pouring.

SECTION 4.4
Material Testing

4.4a **Material Testing**

➤ Slump Test and Cylindrical Samples

Test shall be conducted before pouring of mixed concrete. Use standard slump mold, taken in 3 layers, rodded separately by 6mm rod 25 times. Slump should be within 15 cm (max) and 7.5 cm (min). Concrete samples in cylinders shall be taken for every batch of concrete mix (footings, columns, beams, and slabs) taken in three (3) samples each. Sampling shall be taken by trained engineers and subsequently cured and dried properly (in moist atmosphere at not more than 21°C to attain accurate results).

Test should be done at 14 and 28 days period.

➤ Material Testing for Reinforcing Bar

All structural steel reinforcement shall be taken every batch of delivery and shall be subject to tensile strength by Government Testing Laboratories or from private testing laboratories (Geotechniks, etc.) accredited by the DPWH.

Steel bars must pass the standard test before any steel works shall be commenced.

All billings submitted by the Contractor for all civil works must be accompanied by a certificate of laboratory test for all structural steel, with passing mark.

V. STEEL / METAL WORKS

SECTION 5.1
General

5.1a **Scope**

The works consist of all materials and labor, tools and equipment, and all necessary services. This includes of furnishing, fabricating, hauling, erecting, welding, and painting of all structural metals in accordance with this specification and in conformance of the approved plans.

5.1b **Shop Drawing**

Shop drawing shall be made in conformity with the best modern practice due regard speed and economy in fabrication and erection.

5.1c **Storage**

Shall be stored above the ground upon flatforms, skids, or other supports. It shall be kept free from dirt, grease or other foreign matter, and shall be covered to protect from rain and other materials/liquids, which may cause rust and corrosion.

SECTION 5.2
Materials & Workmanship

5.2a General

Certified mill test report or certified report test made by fabricators in accordance with ASTM A6 and governing specifications shall constitute sufficient evidence of conformity with ASTM specification. Additionally, the fabricator shall, if requested, provide affidavit stating that the structural steel furnished meets the requirements of the grade specified.

5.2b Product and Execution

- Certified mill test report or certified reports of test made by the fabricators in accordance with ASTM A6 and the governing specifications shall constitute sufficient evidence of conformity with ATSM specifications. Additionally, the fabricator shall, if requested, provided as affidavit stating that the structural steel furnished meets the requirements of the grade specified.
- All materials shall conform to the requirement in the term of size, mill test reports and quality test certificate issued by the materials testing laboratories accredited by the Bureau of Standards and the DPWH.
- Welds shall be made only by welders and tackers who have been previously qualified by the tester code for welding and building construction.
- Fabricator-erector shall provide quality control procedure to the extend deemed necessary to ensure that all works area performed per specification.
- Unless otherwise specified, the use of automatic welding mechanism is mandatory in the fabrication of built-up section.
- All materials shall conform to ASTM A-36 steel unless specified.
- All metal parts shall be properly cleaned and rough welding marks must be removed by grinding to remove rough and un-even surface. Primer painting shall follow using epoxy paint.
- Accessories, incidentals, fastenings and anchorages, such as miscellaneous items not specifically mention herein or in other section but are required to complete the work, and for which there are no detail drawings. Shall be provided and installed in accordance with the best standard practice of trades.
- The work shall be well formed to the shape and size shown and assembled as detailed. Steel members shall be fabricated and assembled in the shop to the greatest extent as possible.
- Shearing and punching shall produce clean, pure lines and surface with burrs removed. Connection shall be welded or bolted as indicated. Unless otherwise shown, screws in exposed works shall be countersunk. Joints, which are to be exposed to the weather shall be weathertight. Nuts shall be drawn up tight.
- Holes shall be cut, drilled or punched at right angle to the surface of the metal and shall not be made to enlarge by burning.
- Welding shall be in accordance with the standard code of Arc and Gas Welding in Building Construction of American Welding Society.

- Introduce bracing and supports to take care of all the loads to which the structure may be subjected. Provide steel edges or shims as support to base plates and large bearing plates until the supported members have been plumbed. Surface to received grouting mortar shall be cleaned and moistened thoroughly immediately before place grout.

VI. MASONRY WORKS

SECTION 6.1

General

6.1a Scope

The work includes all labor, materials, tools and equipment necessary to install concrete masonry and all work in connection with the work as shown on the Drawing and Specification.

SECTION 6.2

Materials

6.2a Products

- Concrete hollow blocks

Concrete hollow blocks shall have a minimum face thickness of 1" (0.025m). Nominal size shall be 4" x 8" x 16", minimum compressive strength shall be as follows:

Class A - 750Psi (load bearing)

Class B - 450Psi (non-load bearing)

Use 6"x8"x16" non-load bearing for exterior walls & 4"x8"x16" non-load bearing for all interior partition walls, or as indicated on drawing plans.

All chb shall be sound, dry, clean and free from cracks when placed and laid on the structure.

All units shall be stored for a period of not less than 28 days (including curing period) and shall not be delivered to the job site prior to the time unless the strength equal or exceed those mentioned in these specifications.

- Portland Cement

Cement for the concrete shall conform to the requirements of specifications for Portland Cement (ASTM C-150, Type I) by Union, Republic, Pacific Cement only.

- Sand

Sand shall be river sand, well screened, clean, hard, sharp siliceous, free from loam, silt or other impurities, composed of grains of varying sizes within the following limits:

| Sieve No. | | Percent |
|-----------|----------|---------|
| 9 | Passing | 100 |
| 16 | Retained | 5 |
| 100 | Retained | 97 |

- Water
Water used in mixing concrete shall be clean and free from other injurious amounts of oils, acids, alkaline, organic materials or other substances that may be deleterious to concrete or steel.
- Reinforcing steel bar
Reinforcing Bars shall conform to the requirements of the ASTM standard specifications ASTM-1562-2T, for Billet Steel Bars for concrete reinforcement (A15-625) and to specifications for minimum requirements for the deformed steel bars for concrete reinforcement (A 305-56). For passing and acceptable standard of structural steel.
- Tie wire
Tie wire shall be gauge 16.

SECTION 6.3 Mixtures

- 6.3a **Mortar works**
With mix and texture as required. Mortar shall be composed of one (1) part of Portland Cement and three (3) three sand.
- 6.3b **Plaster works**
With mix and texture as required. Plaster shall composed of one (1) part Portland Cement and two (2) part sands.

SECTION 6.4 Execution

- 6.4a **Installation and Workmanship**
- All masonry works, exterior and interior walls for all floors shall be done based on the approved plans.
 - All concrete hollow blocks shall be extended unless otherwise specified and anchored up to the bottom of the slab, beams and columns.
 - All masonry shall be laid plumb, true to line, with level and accurately spaced courses, and with each course breaking joint with the source below. Bond shall be kept plumb throughout; corners and reveals shall be plumb and true. Units greater than 12 percent absorption shall be wet before laying. Work required to be built in with masonry, including anchors, wall plugs and accessories, shall be built is as the erection progresses.
 - Masonry Units. Each course shall be solidly bedded in Portland cement mortar. All units shall be damp when laid. Units shall be showed into place not laid, in a full bed of un furrowed mortar. All horizontal and vertical points shall be

completely filled with mortar when as laid. Each course shall be bonded at corners and intersections. No cell shall be left open in face surfaces. All cells shall be filled up with mortar for exterior walls. Units terminating against beam or slab soffits shall be wedged tight with mortar. Do not lay cracked, broken or defaced block.

- All concrete hollow block partitions/walls shall be reinforced with 10 mm deformed bars spaced at 400 mm on center, both ways, unless otherwise indicated in plans.
- Concrete hollow block partitions/walls terminating at the top should be provided with a lintel beam measuring 150 mm (B) x 200 mm (H) reinforced with 4-16 mm rebars with 10 mm ties spaced at 200 mm on center, if it is a free standing wall, and shall connect to the slab (at the second floor) for strength and stability. Last layer of CHB to connect to the slab shall be filled with Class A mortar and reinforcement bars to be connected to the dowels provided at the slab.
- Plastering. Clean and evenly wet surfaces. Use portland cement for plastering. Apply scratch coat with sufficient force to form good keys. Cross scratch coat upon attaining its initial set; keep damp. Apply brown coat after scratch coat has set at least 24 hours after scratch coat application. Lightly scratch brown coat; keep moist for 2 days; allow drying out. Do not apply finish until brown coat has seasoned for 7 days. Just before applying coat, wet brown coat again. Float finish coat true to even surface; trowel in manner that will force sand particles down into plaster, with final touch, leave surface smooth, free from rough areas, trowel marks, checks, and other blemishes. Keep finish coat moist for at least 2 days; thereafter protect against rapid drying until properly, thoroughly cured.
- All concrete hollow block partitions and walls must be plastered finish prior to installation of ceiling. Termination of plaster shall at least be 150 mm above the ceiling line.
- All embedded items (ELECTRICALS, WATER AND SANITARY LINES) must be in place to avoid chipping and reworking on the concrete walls. As much as possible, avoid back working, as the evenness of plastering is difficult to attain if applied at different periods/intervals.
- Provide all scaffolding required for masonry work, including cleaning down on completion, and removal of the same when so required.

VII. ROOFING & ROOF FRAMING

SECTION 7.1

General

7.1a Scope

This section includes furnishing all plant, equipment, tools, materials, labor and satisfactory performance of all operation necessary to complete the metal roofing, together with the related accessories.

SECTION 7.2 Materials

7.2a Product

- Pre-painted metal roofing and siding
Metal roofing and siding shall be gauge 24 (0.60mm ± 0.030mm), pre-painted rib type long span roofing, cold-rolled, pre-coated with zinc-epoxy polyester or acrylic paint, and oven-baked for tougher resistance to chemical and atmospheric corrosion preventing flaking, fading or rusting.
- Stainless steel gutter
Stainless steel bended gutter 4.0mm thk.
- Insulation
Roof thermal insulation shall be 10mm thk. PE Foam w/ double side foils finish.
- Rivets, Tex Screw, Washer and Burrs
Rivets and washer shall be galvanized mild iron. Rivets shall be not less than 5mm dia. and 10mm in length. Washer shall not less than 1.5mm thk. and 20mm in diameter. Washer inside diameter shall provide snug fit to the rivets. Tex screw should be installed in every rib off roof sheets.
- Joint Sealing Materials
Joint sealing materials shall be provided to seal all joints in and around sealing strips at ridges, eaves and valley, bolt holes before inserting fastener, for all flashing and elsewhere as necessary to provide watertight construction.
- Fastening and End Laps
Pre-painted roofing sheets shall be fastened to the purlins by means of mounting bracket or self-tapping screws, hexagonal head with neoprene washer per manufacturer's recommendation and approved by the Architect/Engineer of the Implementing Office. End lap shall provide at a minimum of 250mm or otherwise as per standard lapping dimension specified by the manufacturer.
- Truss anchorage
Provide 250x250x10mm baseplate and 4-ø12x300 anchor bolt for the truss connection as per specified on the approved drawings. Provide at least 1" thk. of non-shrink leveling grout, 7000 Psi.
- Fabricated steel truss
All materials shall conform to ASTM 36 steel unless specified. Size shall be in accordance with the approved structural plans.
- Purlins
Shall be galvanized c purlins 125x50x20x1.5mm at 800mm spaced on center, or as specified in approved structural plans.

➤ Steel truss framing accessories

Steel truss framing accessories such as steel cleats, sagrods, turnbuckles, etc. shall be in accordance with the approved structural plans.

SECTION 7.3
Workmanship

7.3a **Installation and Workmanship**

- Roof frames should be well anchored. Trusses should be straight, level and parallel to each other. Regular spacing between trusses should be based on metal thickness and profile of roof to be installed. Provide top grid ridge line and bridging at the mid-span between trusses parallel to top grid.
- All members shall be in accordance with the approved steel framing plans and these Specifications, and the entire satisfaction of the ATI Architect/ Engineer.
- Roofing sheet shall install in accordance with the manufacturer's approved erection instruction and diagrams, except as specified otherwise herein. Panels shall be in full and firm contact with supports and with each other at side and end laps. Defects or error in the materials shall be corrected in an approved manner. Remove materials which cannot be corrected in an approved manner and provide non-defective materials.
- Welding, shearing, gas cutting, chipping and all other works involved in the fabrication of structural steel frames shall be done with accuracy and of the highest quality of workmanship.
- If possible, carry out all panel cutting on a flat surface. Use straight edge as a guide and mark off the length where the cut is to be made.
- The drawings are not intended to show every bolted or welded connection. All such item whether specifically mentioned or not, or indicated on the drawings shall be done if necessary to complete the structure.

VIII. CARPENTRY AND JOINERY

SECTION 8.1
General

8.1a **Scope**

This section includes all labor, materials and equipment and satisfactory performance of all operations necessary to complete rough carpentry, bracing and framing works as indicated in drawing and these specifications.

Include in the work, plates, straps, joints, hangers, rods, dowels, rough hardware, fastener and other miscellaneous iron and steel items pertinent to rough carpentry work.

8.1b **Storage and protection**

Stack framing and plywood ensure against deformation and maintain proper ventilation. Protect lumber and plywood from dampness and other elements.

Lumber in contact with concrete or masonry shall be coated with approved preservative (Creosote or equivalent).

SECTION 8.2 Materials

8.2a Products

- Fiber Cement Board
Use min. thickness of 6.0mm or as specified on plans/ drawing, it shall durable enough to withstand varying weather conditions, resistant to damage caused by fire, moisture, and termites. Use nails and fastener as recommended by manufacturer.
- Good lumber
Shall be air dried or sun dried and as specified on plans / drawing.
- KD wood
Shall be kiln dried "Tanguile" and as specified on plans / drawing.
- Single Furring Channel
19mm x 25mm; 40mm min thk. x 5m length or as specified on plans/ drawing.
- Carrying Channel
12mm x 38mm; 1.0mm min thk. x 5m length or as specified on plans/ drawing.
- Screw
Screw and power actuated fastener shall be used to connect framing components and fasten other materials to the framing.
- Self-Drilling Screw
Are externally threaded fastener with the ability to drill their own hole and form or „tap“ their own internal threads without deforming their own thread and without breaking during assembly. These screws are used with 33mm (20 gage) steel or thicker.
- Nails
Use locally manufactured common wire or finishing nails as required, smooth shank and zinc coated.
- Solid hard wood
Use local solid hardwood such as mahogany, teak, and molave.

SECTION 8.3 Execution

8.3a Installation & workmanship

- Ceiling & drywall partition
 - Fix and align accurately all steel angles at the maximum interval of 1.20 meter.

- Attached the metal furring to the carrying channel at right angle to each other using the furring clips. Metal furring can be spaced at 0.40 meters up to 0.60 meters apart or as specified on plans / drawing.
 - Ceiling boards are attached to framing by screw.
- Accent wood ceiling & wall
- Framing shall be closely fitted accurately set to required lines and levels and rigidly in place.
 - Execute finish carpentry in best, substantial, workmanlike manner. Erect true line, levels and dimensions squared, aligned, plumbed, well-spliced and nailed, and adequately braced properly fitted using mortise and tenon joints.
 - Millworks. Accurately milled details, clean cut molding profiles, lines, scrape, sand smooth, mortise, tenon, splice, joints, block, nail screw, bolt together, as approved, in manner to allow free play of panels. Avoid swelling, shrinkage, ensure work remaining in place without warping, splitting, and opening of joints. Do not install mill work in case concrete and masonry work have been cured and will not release moisture harmful to woodwork.
 - Secure works to grounds; otherwise fasten position to hold correct surfaces, lines and levels. Make finished work flat, plumb, true-to-line.

IX. TILING / FLOOR FINISHING WORKS

SECTION 9.1 General

9.1a Scope

This section includes all labor, materials, tools and equipment, and satisfactory performance of all operations necessary to complete application and installation of finishes as indicated in drawing and these specifications.

9.1b Delivery and Storage

Deliver materials to site in undamaged condition. Protect all materials against damage and dampness. Store them under cover in well ventilated place where they will not be exposed to extreme changes in temperature and humidity. Manufactured materials shall be delivered in the original unbroken packages or containers that are labeled plainly with the manufacturer's names and brand. Container for tiles shall be grade-sealed.

If the materials become damage or are contaminated or have deteriorated, they shall be rejected and shall be removed from the site at the Contractor's expense.

9.1c **Protection**

All installed tiles shall be protected against damage until provide all drop cloth and other covering requisite to protection of floors, walls, aluminum, glass finishes and other works.

9.1d **Sample**

Samples of all materials shall be submitted to the Project Architect/Engineer for approval before ordering. Submit 3 sets of samples of each type, color, and finish. The installed tiles shall not vary in quality or color from the approved sample.

SECTION 9.2

Materials

9.2a **Products**

➤ Tiles

Synthetic granite tiles, sizes as specified on plans/ drawing and shall be square edge and first quality tiles.

➤ Tile Adhesive

Shall be cement-based adhesive designed for bonding all sizes of tiles on concrete surfaces.

➤ Tile Grout

Shall be high quality tile joint filler designed for all kinds and sizes tiles, paver, synthetic and natural stone.

➤ Vinyl tiles

Shall be made by virgin raw materials, special UV coating prevents fading, glass fiber layer prevents shrinkage, natural texture, pattern and colors, durability and wear resistant, easy installation and maintenance.

SECTION 9.3

Execution

9.3a **Surface Preparation**

Before tile is applied with adhesive, the structural floor shall be tested for levelness or uniformity of slope. Surface shall be wetted thoroughly but no free water shall be permitted to remain on the surface.

9.3b **Installation**

All tiles shall be soaked in water to minimum of one (1) hour before they are installed. Before the initial set has taken place in the setting bed, adhesive shall be trowelled or bushed over the setting. The tiles shall be pressed firmly upon the setting bed, and carefully tapped into the mortar until true and even with the place of the finished floor base. Tiles shall be secured firmly in place, and loose tiles or tiles sounding hollow shall be removed and replaced to the satisfaction of Project Architect/Engineer. All lines shall be kept straight, parallel and true and all finished surface brought true and even plane.

Use dry pack mortar bedding for floor tiles, made of 5 parts of sand and 1 part of Portland cement or approved equal.

Engineered wood & plank flooring shall install in accordance with the manufacturer's approved installation instruction, except as specified otherwise herein.

9.3c Jointing

Joints shall be parallel and uniform width, plumb, level and in alignment. End joint shall be made, as far as practicable, on the centerline of the adjoining tiles. Joints widths shall be uniform and measured to accommodate the tiles in the given spaces with the minimum cutting.

9.3d Cleaning

Upon completion of grouting, the tile shall be thoroughly and maintained in this condition until completion of the contract.

X. DOORS & WINDOWS

X-A. ALUMINUM GLASS DOORS AND WINDOWS

SECTION 10A.1

General

10A.1a Scope

This section includes all labor, materials, tools and equipment, and satisfactory performance of all operations necessary to complete fabrication and installation of all aluminum doors and windows as indicated in drawing and these specifications.

10A.1b General Requirements

➤ Storage and Protection

Protects doors, windows and frames against damage and dampness. Store them under cover in a well-ventilated place where they will not be exposed to extreme changes in temperature and humidity. Do not store doors, windows and frames in any place under construction until concrete, masonry work and plaster are dry. Adequately protect doors from scratches and other stains with heavy building paper.

➤ Design, Sizes, and Thickness

Use door and window designs, sizes and thickness as indicated or scheduled. Wood doors shall have an overall thickness 50mm unless otherwise specified by the Implementing Office.

SECTION 10A.2

Materials

10A.2a Materials

➤ Aluminum window and door

Shall be extruded aluminum. All aluminum sections shall be 6063-T5 alloy and all casting shall be S43 alloy. All aluminum shall be fabricated on brand

approved by Architect. This specification shall also be for the aluminum encasement for the grill works. Aluminum section shall be true to details with clean, straight, sharply defined profile and free from defects impairing strength or durability.

➤ Glass

Use 10 or 6mm thk. gray glass or as specified on approved plans.

➤ Hardware

All aluminum doors shall be fitted with appropriate hardware's including keylock, solid aluminum push and pull bar handle and top flush bolts.

Ensure rigidity of joints / connections of the different parts of the structure. Contractor shall submit samples for approval of the ATI Architect or to the implementing Officer.

➤ Finish

Finish all aluminum doors, windows and frames shall be as approved by the Architect.

SECTION 10A.3

Execution

10A.2b Installation and Workmanship

- The window shall be installed in a neat workmanship manner to fit as indicated in the plans. After installation works are completed it shall be protected from paints, stains, blemishes, and other damage until the work are properly turn over and accepted.
- Provide all necessary supports and fixing such as screws, strips, lugs and dowels.
- The contractor shall be responsible for the testing of the windows. On the completion of the works, the contractor shall leave the window carries in a clean and perfect working condition to the satisfaction of the Project Architect/Engineer or ATI's Representatives.
- The contractor shall verify the actual opening size and tolerance on site.
- Installation must comply with the requirement of the reference standards.
- All joints in the frames shall be accurately milled to hair line crack, securely reinforced, weathered and joined by means of concealed fastenings whenever possible.

X-B. WOODEN DOOR S AND WINDOWS

SECTION 10B.1

General

10B.1a Scope

This section includes all labor, materials, tools and equipment, and satisfactory performance of all operations necessary to complete fabrication and installation of all wooden doors as indicated in drawing and these specifications.

10B.2a **General Requirements**

- Storage and Protection
Protects doors, windows and frames against damage and dampness. Store them under cover in a well-ventilated place where they will not be exposed to extreme changes in temperature and humidity. Do not store doors, windows and frames in any place under construction until concrete, masonry work and plaster are dry. Adequately protect doors from scratches and other stains with heavy building paper.
- Design, Sizes, and Thickness
Use door and window designs, sizes and thickness as indicated or scheduled. Wood doors shall have an overall thickness 50mm unless otherwise specified by the Implementing Office.

SECTION 10B.2 **Materials**

10B.2a **Products**

Doors and door frames shall be manufactures of thoroughly seasoned kiln-dried wood, of grade and specie. Wood specie should be selected on Taguile, Apitong, Narra or as directed by the Architect. Wood doors shall be products of reputable manufacturers approved by the Architect.

- Panel Wood doors
Lumber of doors, windows and jambs, and panels shall be kiln dried shall be tanguile or as per indicated on plans/drawing or as per approved of Architect.
- Door Jambs
Door jamb shall be 2"x6" kiln dried tanguile wood or approved equivalent.
- Flush doors
Framing shall be good lumber and plywood shall be good grain with minimum thickness of 5mm, or as specified on plans/drawing or as per approved by the Architect.
- Hardware
 - Lockset
 - Heavy duty type stainless steel industrial type lockset w/ security lock by "Nippon" or approved equivalent.
 - Tubular stainless lever handle with cylinder lockcase & euro-profile cylinder (Entrance function), "TH104" model by Nippon or approved equivalent
 - Hinges
4x4 Stainless steel heavy duty hinges, use "Nippon" brand or approved equal.
 - Door stopper
Use stainless steel floor mounted hemispheres door stopper.

- Door closer
Use heavy duty surface mounted door closer with adjustable closing and latching speed with thermo-constant valve and stable hydraulic fluid low sensitivity to temperature change, "Hafele" brand "489.30.005" model or approved equal.

10B.2b **Fabrication of Doors and frames**

➤ Wood Doors

Shall be of type of the type, sizes, and thickness indicated on drawing plans. Top and bottom edges of all interior and exterior shall be given of lead and oil priming paint or coat or water resistant varnish after cutting and fitting and prior to installation of works. Doors shall be panel and/or glazed as indicated.

➤ Flush Doors

Shall be hollow core of thickness on drawing and fabricated as such that the core and frame assembly shall be bonded to face veneers/as indicated. Flush doors shall be three (3) ply, 6mm thick marine kind of plywood as indicated in the schedule. Stiles and rails shall have mortised joints at corners. Door shall be painted or with designs as indicated on drawings.

➤ Wood Door Frames

Shall be of design, sizes ad thickness indicated in the Schedule of Doors. Frames shall be set plumb and true and braced to prevent distortion. Frames in wooden wall or partition shall be secured with finishing nails or as indicated. In concrete or masonry walls, frames shall be secured anchor bolts or as shown on drawings.

SECTION 10B.3

Execution

10B.3a **Installation**

For door frames, set frames plumb and square, double wedges and fastened with finishing nails. For doors, fit, hang and trim as indicated and specified. Provide clearance at side, top and threshold. Apply hardware with fastenings of the size, quality, quantity and finish as specified.

XI. PAINTING WORKS

SECTION 11.1

General

11.1a **Scope**

This includes all materials, labor, tools and equipment, and performance of all operations to complete painting and varnishing work as indicated on drawing and specification herein.

It covers complete painting and finishing of wood, plasters, concrete, metal, or other surfaces, external or internal part of the building

11.1b Samples

Submit samples panels of selected color or shade on a 30cm x 30cm plywood panels for the approval of implementing office. It shall be approval before ordering.

A sample panel of any finishing shall be prepared for approval, if directed. The applied finished shall not vary in quality or color from the approved sample.

11.1c Delivery and Storage

Deliver on job site in original containers with label containing manufacturer's name, color of paints, and manufacturer's instruction, if any intact and seals unbroken. Storage of paints and paint materials at the site shall be restricted to locations designated by the Project Architect/Engineer or ATI's Representative and such place shall be kept neat and clean at all time. Necessary precaution to avoid fire must be observed by removing oily rags, waste, etc. at the end of daily work.

11.1d Protection

Provide all drop cloth and other covering requisite to protection of floors, walls, aluminum, glass finishes and other works.

11.1e General Painting

General Painting shall be interpreted to mean and include sealers, primers, fillers, intermediate and finish coats, emulsions, varnish, shellac, stain, or enamels.

All paint and necessary materials incorporated in or forming a part thereof shall be subject to prior approval and selection for color, tint, finish, or shade by the Project Architect/Engineer or ATI's Representative.

In connection with the Project Architect/Engineer or ATI's Representative determination of color or tint of any particular surface, the depth of any color or tint selected or required shall in no instance be a subject for an additional cost to the owner.

11.1f Schedule

- Interior concrete & masonry wall surfaces
 - 1st coat: Acrylic flat latex paint (white)
 - 2nd & 3rd coats: Acrylic semi-gloss latex paint

- Exterior concrete & masonry wall surfaces
 - 1st coat: Acrylic flat latex paint (white)
 - 2nd & 3rd coats: Acrylic semi-gloss elastomeric latex paint

- Ceiling
 - 1st coat: Acrylic flat latex paint (white)
 - 2nd & 3rd coats: Acrylic flat latex paint

- Natural varnish finish for Wood accent, door jamb & doors
 - 1st coat : Oil Wood Stain paint
 - 2nd & 3rd coat : Lacquer sanding sealer paint
 - 4th & 5th coat : Clear Gloss Lacquer Two coat flat latex

- Steel trusses and other steel elements
 - 1st coat : Epoxy red lead primer with curing agent
 - 2nd & 3rd coat : Epoxy enamel with curing agent
- Lacquer spray finish for steel
 - 1st coat : Epoxy red lead primer with curing agent
 - 2nd coat : Epoxy enamel with curing agent
 - 3rd & 4th coat : Automotive lacquer paint

SECTION 11.2 Materials

11.2a Products

- Painting Materials
All paint materials meet the requirements of paint materials under classification class "A" as prepared by the Bureau of Product Standards. Substitutes shall only be entertained once the quoted preferred brands are not available in the market.

Except for ready mixed materials in original containers, all mixing shall be done in the jobsite. No material are to be reduced, changed, or mixed except as specified by the manufacturer of said materials.
- Tinting Colors
Shall be first grade quality, pigment ground in alkyd resin that disperses and mixes easily with paint to produce the color desired. Use the same brand of paint and tinting color to effect good paint body.
- Concrete Neutralizer
Shall be first grade quality concentrate dilute with clean water and applied as surface conditioner of new interior and exterior walls thus improving paint adhesion and durability.
- Varnish
Shall be homogeneous solution resin, drying oil, drier and solvent. It shall be extremely durable clear coating, highly resistant to wear and tear without cracking, peeling, whitening, spotting, etc. with minimum loss of gloss for a maximum period of time.
- Lacquer
Shall be any type of coating that dries rapidly and solely by evaporation of the solvent. Typical solvents are acetates, alcohols and ketone. Although lacquer were generally based on intercellulose, manufacturers currently use vinyl resin, plasticizer and reached drying oils to improved adhesion and elasticity.
- Shellac
Shall be a solution of refine lac resin in denatured alcohol. It dries by evaporation of the alcohol. The resin is generally furnished in orange and bleached grades.

- Sanding Sealer
Shall be quick drying lacquer, formulated to provide quick dry, good holdout of succeeding coats and containing sanding agents such as zinc stearate to allow dry sanding of sealer.

- Natural Wood Filler
Wood paste filler shall be quality filler for filling and sealing open grain interior wood. It shall produce a level finish for following coats of paint varnish/lacquer and other related products.

SECTION 11.3 Execution

11.3a Surface Preparation

- General Requirement
All surfaces to be painted shall be examined carefully before beginning any work and see that all work of other trades or subcontractors are installed in workmanlike manner; to receive paint, stain or particular finish.

Before proceeding with any painting or finishing, thoroughly clean, sand and seal if necessary by removing from all surfaces all dust, dirt, grease, or other foreign substances which would affect either the satisfactory execution or permanency of the work.

No work shall be done under the conditions that are unsuitable for the painting, nor at any time when the plastering is in progress, or is being cured, or dried.

Finished hardware, lighting fixtures, plates, and other similar items shall be removed from all positions before painting is started. Each piece shall be installed in position once painting is finished and dried.

Neither paint nor any other finish treatment shall be applied over wet or damp surfaces. Allow at least two (2) days of drying time before application of succeeding coat.

Voids, cracks, nick, etc. will be repaired with proper patching metal and finished flushed with surrounding surfaces.

Painting and varnishing works shall not commence when it is too hot or cold.

Begin work only when the Project Architect/Engineer has inspected and approved the prepared surface otherwise no credit of coat shall be given. The Contractor shall assume full responsibility to recoat work in question. Notify the Project Architect/Engineer when the particular coat applied is complete, ready for inspection and approval.

- Concrete and Masonry Surfaces
All loose grid or mortar, contaminants, dirt, grease, oil, dust and other deposits must be removed on the surface. Surfaces shall be coated with concrete neutralizer, apply either with brush or spray solution one kilogram of zinc sulfate to four and 1 half liters of water. Allow to dry before any painting primer coat is applied. When surface is dried apply one coating. Hairline cracks and unevenness shall be patched and sealed with approved putty or patching compound. After defects are corrected apply the finish coats as specified on the plans (Color scheme approved.)
- Woodworks
Surfaces shall be hand-sanded smooth and dusted clean. Areas affected by molds, mildew and fungus should be treated with a bleaching solution and dried overnight. All knotholes, pitch pockets or sappy portions shall be sealed with natural wood filler. Nail holes, cracks or defects shall be carefully puttied after the first coat, matching the color of the paint.
- Metal
Surfaces shall be clean, dry and free from millscale and rust. Remove all grease and oil from surfaces. Rusty metal exposed to weathering for some time must be sanded, wire brushed or scraped. Wash unprimed galvanized with etching solution and allow it to dry before application of applicable primer

11.3b **Workmanship**

All paints shall be evenly applied. Coats shall be of proper consistency and well brushed out as to show a minimum of brush marks. All coats shall be thoroughly dry before the succeeding coat is applied. When surfaces are not fully covered or cannot be satisfactorily finished in the number of coats as may be required shall be applied to attain the desired evenness of surface. Where surface is not in proper condition to receive the coat, the project supervisor/Owner's Representative shall be notified immediately. Hardware, lighting fixture and other similar item shall be removed or protected during the painting, varnishing and other related work operations and re-installed after completion of work.

XIII. WATERPROOFING WORK

SECTION 12.1

General

12.1a **Scope**

The work consist of furnishing of all materials and labor, tools and equipment, and all necessary services to complete and make ready for operation electrical works as indicated on electrical plans and in accordance with the Drawing & Specification.

The work shall include the furnishing and installing of the following each complete and in proper operating condition unless otherwise stated in the Specification.

- Wiring system including respective conduits, fittings wire gutter, junction box, utility boxes and any other type of box and support and accessories required and/ or as indicated on the Drawing;
- All the necessary feeder and branch circuit with all necessary conductors, conduits, fitting and other items as indicated on the Drawings;
- All the necessary wiring devices, such as utilization outlets, wall switches, receptacles all complete with their appropriate cover plates;
- All lighting fixtures and accessories including necessary supports;
- All conduits, boxes, wires and equipment.

12.1b Codes and Regulation

The Electrical Works shall be done in accordance with all the requirements of the latest issue of the Building Code of the Philippines, Philippine Electrical Code, with rules and regulations and ordinances of the local enforcing authorities of local electrical cooperative.

12.1c Guarantee

The Contractor shall guarantee that the electrical system is free from all grounds and defective material and workmanship for a period of one (1) year from the date of acceptance of work. All defects arising within the guarantee period shall be remedied by the Contractor at their own expense.

12.1d Drawing and Specification

- Any apparent conflict between the Drawings and Specifications and any controversial or unclear points either shall be referred to the Project Architect/Engineer for final decision.
- All dimensions and location shown on the Plans are approximate and shall be verified in the field, as actual locations, distances and levels are governed by actual conditions.
- No deviation from the plans shall be made unless with written consent or approval from Project Architect/Engineer.

12.1d Samples

The contractor shall submit a sample of any item he intended to install or use in this project to the Project Architect/Engineer for approval.

SECTION 12.2 Material

12.2a Products

All materials shall be unused, brand new and shall be of the approved type meeting all the requirements of the Philippines Electrical Code.

➤ Conduits

Shall be UPVC pipes, electrical grade, must be flexible type. Conduits inside ceiling shall be properly supported by steel braces other than the ceiling joist with spacing as specified by the Philippine Electrical Code.

- Conduits box
Shall be UPVC boxes, electrical grade. Utility/Octagon boxes shall be provided with adaptors to connect PVC conduits to the box. Utility/Octagon boxes shall be provided with proper cover plates.
- Wires and Cables
Wires should conform to the JIS, and ASTM standards. No wire shall be drawn into a raceway until it is complete with all necessary fittings, boxes, and supports. Connections shall be securely fastened such as not to loosen under vibration or normal strain. All connections and splices shall be made with approved methods.
- Receptacles, Switches, Outlet
Shall be standard product of reputable Electrical Manufacturers and cover with proper cover plate.
- Lighting Fixtures
Unless otherwise specified shall be furnished and installed by the contractor. All fixtures shall be as required on Plans, of good quality materials. Contractor shall submit samples for approval of the Architect before installation.
- Insulation
All splices shall be properly insulated using 3M electrical type or approved equal. Application of insulation tape shall be equivalent to the insulation of the wire concerned.
- Fire alarm system

| | |
|----------------------|----------------------------------------------------------------------------------------------------------------------------|
| Smoke detector unit | Microprocessor based unit designed for maximum flexibility and easy installation. Microm series 1000 8 zone starter kit. . |
| Smoke detector unit | System sensor photoelectric plug-in smoke detector w/ B801 base |
| Manual Pull station: | Microm dual action key resettable manual pull station. |
| Fire alarm bell | System sensor 6" 24V fire alarm bell |

SECTION 12.3
Execution

12.3a Workmanship

All works throughout shall be executed in the best practice in a womanlike manner by qualified and experience electricians under the immediate supervision of a duly licensed Electrical Engineer.

SECTION 12.4
Testing

12.4a General

Upon completion of the electrical construction work, the Contractor shall provide all test equipment and submit written copies of all test results.

XIII. PLUMBING WORKS

SECTION 13.1
General

13.1a Scope

The work consist of furnishing of all materials and labor, tools and equipment, and fixtures and all necessary services to complete and make ready for operation electrical works as indicated on Plumbing system and in accordance with the Drawing & Specification.

13.1a Codes and Regulation

All work performed in this section shall be done under the direct supervision of a licensed Sanitary Engineer and in strict accordance with these specifications and of the methods as prescribed by the National Plumbing Code of the Philippines.

SECTION 13.2
Materials

13.2a Products

- Water Closet
Close-coupled push button dual flush water closet with soft closing seat and cover. 300/400mm rough in, $\frac{3}{4}$.8 LPF and siphon jet flushing system.
- Bidet
304 Stainless Steel Handheld Bidet Shower Set Toilet Bidet Sprayer High Pressure Diaper Washing with Hose holder hanger stainless steel T-adapter.
- Wall hung lavatory
Single hole - wall hung wash basin with half pedestal.
- Floor drain
Shall be stainless steel type, 4" size, shall be heavy duty type with insect proof. Contractor shall submit sample for Architects approval.
- Faucet
Shall be stainless steel type and heavy duty type. Contractor shall submit sample for Architects approval.
- Waterline
Use PPR pipes and fittings, Pipes shall conform to ISO 15874.

- Soil, waste, vent and downspout
Use uPVC pipe shall be in series 1000.

SECTION 13.3 **Execution**

13.3a **Installation and Workmanship**

- Install plumbing fixtures free and open to afford easy access for cleaning.
- Install plumbing fixtures as indicated in the drawings, furnishing brackets, cleats, plates, and anchors required to support fixtures rigidly in place.
- Install all fixtures and accessories in locations directed in accordance with manufacturer's instructions.
- Make all joints air and watertight. Use Teflon tape for water lines; use PVC cement for UPVC pipes.
- Protect items with approved means to maintain perfect conditions. Remove damaged or defective works and replace with perfect work without extra cost on the part of the Owner.

XIV. WATERPROOFING WORKS

SECTION 14.1 **General**

14.1a **Scope**

The work consist of furnishing of all materials and labor, tools and equipment, and all necessary services to complete all waterproofing work as shown on the drawing and herein specified.

14.1b **Submittals**

- Manufacturer's literature
Submit product literature and installation procedure.
- Certificates
Submit a currently dates license certificate. This certificate shall verify the applicator's qualifications to properly install the water proofing system.
- Guarantee
Furnish guarantee to owner per requirements of the Architect for waterproofing works for ten (10) years after the date of final acceptance of the building against leaks.

14.1c **Delivery, storage and handling**

Materials, shall be delivered in original sealed containers clearly marked with supplier's name, brand name and type of materials.

Handle products to avoid damage to container. Do not store for long periods in direct sunlight. Materials stored in the jobsite shall be protected from weather, moisture, and extreme temperature changes.

14.1d Qualification

The application of waterproofing shall be done by a subcontractor acceptable to the manufacturer of the products used.

SECTION 14.2

Materials

14.2a Products

Flexible cementitious waterproofing membranes comprises a mix dry cement and sand and liquid latex. Use "Pioneer" or approved equivalent.

SECTION 14.3

Workmanship

14.3a Surface preparation

Concrete surfaces shall be steel-troweled smooth, firm, dry, clean and free of rubbish, loose or foreign materials. Surface shall be without sharp protrusions, indentations and other imperfections. They shall be properly cured, and completely dry and free of dust immediately prior to application of primer. At intersections of walls and floors, concrete cant strips shall be provided. On vertical walls where membrane will terminate, reglets as shown on drawings shall be provided.

14.3b Application

Application of waterproofing material shall be done by or under the direct supervision of the Manufacturer's representative, a person who is thoroughly experienced in installation of the product.

14.3c Field quality control

Waterproofed area shall be flood-tested for twenty-four (24) hours.

XV. OTHER WORKS

SECTION 15.1

Wood-Plastic Composite

Should be reconstituted wood-plastic composite (wpc) made of 70% wood. Should be lightweight, durable, easy to install, and is low maintenance. The product must be fire retardant, water resistant and weather resistant.

XVI. EQUIPMENT

SECTION 16.1

General

16.1a Scope

The work consist of furnishing of all materials and labor, tools and equipment, and all necessary services to supply, delivery and installation of equipment.

SECTION 16.2 Materials

16.2a Product

- 1.0HP/1.5HP/2.0HP/2.5HP Window type inverter aircon
 - 3 in 1 full DC inverter DC compressor, DC Fan Motor, DC Inverter Module
 - Eco-friendly refrigerant
 - Self diagnose function
 - Auto sweep design
 - Easy access filter
 - Wireless remote controller
 - 5 years warranty on compressor
 - 1 year warranty on parts

- 3TR Ceiling mounted aircon
 - Energy saving
 - Eco-friendly refrigerant
 - Sleep function
 - Turbo function
 - 2-way drainage
 - Easy access air filter
 - Condenser protection coating
 - Louver position memory
 - Wireless remote controller
 - 5 years warranty on compressor
 - 1 year warranty on parts

XVII. GENERAL GUIDELINES

Equipment and materials to be used in the work shall be standard products. **Substitutes will only be resorted or considered if the preferred original is not available and must be referred to the Project Architect/Engineer or ATI's Representative for approval. If however, decision shall be made between two equivalent products, the one with the higher price shall be chosen.** Other brands intended for substitute, which is not approved by Project Architect/Engineer or ATI's Representative shall not be used. Submission of brochures and sample of materials shall be required of the Contractor (and approved by the ATI's Representative) prior to implementation.

Section VII. Drawings

The actual drawings could be obtained directly from the ATI-BAC Secretariat located at the Basement, ATI Central Office, Elliptical Road, Diliman, Quezon City.

Section VIII. Bill of Quantities

The Bill of Quantities could be obtained from the ATI-BAC Secretariat located at the Basement, ATI Central Office, Elliptical Road, Diliman, Quezon City, Metro Manila.

SCOPE OF WORK

Project : **REPAIR/REHABILITATION OF ATI DORMITORY AND STAFF HOUSE**

Location : ATI Central Office Compound, Elliptical Rd., Diliman Quezon City

I. GENERAL REQUIREMENTS

1. Temporary facilities (including temporary field office , workers quarters and others)
2. Temporary construction safety screen, platform and frame for perimeter fence
Complete enclosure of project site perimeter
3. Application and processing of Building & Occupancy Permits Required (Architectural, Structural, Plumbing, Mechanical & Electrical)
4. Testing and commissioning

II. SITE/EARTH WORKS

1. Demolition works
 - a. Demolition of affected existing structure (Guesthouse, laundry area & barracks)
 - b. Turn over of reusable materials (Doors, windows, electrical fixtures, wood flooring, solid stair floor step, corrugated roofing, wood truss framing, plumbing fixtures, etc.)
 - c. Removal of installed air conditioning units and all accessories
 - d. Removal of affected tress including permits if necessary
2. Excavation, backfilling & compaction works
3. Gravel bedding
4. Hauling of all debris from demolished structures (approved by the ATI Representative)
5. Soil poisoning

III. CONCRETE WORKS

1. Concrete works for slab, beam, & columns
2. Fabrication & installation of reinforcing bars
3. Fabrication, erection, installation & dismantling of formworks & scaffolding
4. Erection and dismantling of scaffolding and shoring

IV. STEEL/METAL WORKS

1. Installation of steel I beam
2. Supply, delivery, fabrication, erection & installation of steel stair post, stringer & railing
3. Supply, delivery, fabrication, erection & installation of stainless steel stair post & railing
4. Supply, delivery, fabrication, erection & installation of steel ladder hung

V. MASONRY WORKS

1. Chb laying
2. Plastering works
3. Concrete works for lintel column/beam, concrete molding & canopy
4. Concrete works for ledges, lintel column/beam, concrete molding & canopy

5. Installation of concrete moulding and groove

VI. ROOF FRAMING WORKS

1. Installation of pre-painted rib type roofing sheets and bended accessories
2. Installation of stainless steel gutter
3. Installation of aluminum composite panel fascia
4. Installation of foam insulation
5. Fabrication, erection & installation of steel truss and accessories
6. Installation of aluminum frame with aluminum insect screen roof vent
7. Supply and delivery of wardrobe cabinet

VII. CARPENTRY WORKS

1. Installation of fiber cement boards and steel framing for ceiling and drywall
2. Supply, fabrication and installation of information desk
3. Supply, delivery and installation of solid wood stair thread and handrail
4. Supply, fabrication and installation of pantry cabinet

VIII. TILE WORKS

1. Supply and installation of floor & wall tiles
2. Supply and installation of floor vinyl tiles
3. Supply and installation of solid slab granite

IX. DOORS & WINDOWS

1. Supply, delivery & installation of wood panel & flush doors
2. Supply, delivery & installation of aluminum analog doors & windows
3. Supply, delivery and installation of metal doors
4. Supply, delivery and installation of wood plastic jalousie windows
5. Supply, delivery and installation of fire rated glass block
6. Supply, delivery and installation of door hardwares

X. PAINTING WORKS

1. Application of semi-gloss latex paint on interior wall
2. Application of semi-gloss latex elastomeric paint on exterior wall
3. Application of polyurethane varnish paint on wood
4. Application of natural stain varnish paint on wood
5. Application of ducco paint finish on woods
6. Application of spray lacquer paint on metal

XI. ELECTRICAL WORKS

1. Supply & installation of electrical fixtures & devices
2. Roughing-ins for electrical lighting & power lines
3. Supply & installation of electrical panel boards
4. Tapping of Main panel board to powerhouse
5. Supply, delivery and installation of exhaust fan system
6. Supply, delivery and installation of telephone and PABX system
7. Supply, delivery and installation of emergency light
8. Supply, delivery and installation of fire alarm and smoke detector system
9. Construction of concrete electrical pull box

XII. PLUMBING WORKS

1. Supply, delivery and installation of plumbing fixtures
2. Roughing-ins for ppr waterline system
3. Roughing-ins for soil, waste, downspout & vent line system
4. Roughing-ins for drainage system
5. Construction of catch basin
6. Construction of septic tank
7. Supply & installation of plumbing fixtures

XIII. WATERPROOFING WORK

1. Application of 3ply cementitious waterproofing
2. Concrete topping on waterproofing area

XIV. OTHERS

1. Supply and installation of heavy duty sticker signage
2. Supply and installation of training dormitory signage and acp cladding
3. Supply, delivery and installation of wood plastic composite wall cladding
4. Landscapping works
5. Supply and installation of stainless steel door room signage
6. Supply and installation of window roller blinds

XV. SUPPLY, DELIVERY AND INSTALLATION OF DORMITORY AND STAFF HOUSE EQUIPMENT

1. Supply, delivery and installation of Air-conditioning units
2. Roughing-ins of wiring, conduit, coil pipe, installation rubber tube , drain pipe, etc., for air conditionig units
3. Supply, delivery and installation of Television and sound speaker system

XVI. SUPPLY AND DELIVERY DORMITORY AND STAFF HOUSE FURNITURE

Prepared by:

Checked/Reviewed by:

DHEANNE V. MARTINEZ(sgd)
Project Engineer, ATI

LEVI B. REYES(sgd)
Head, Infra team

BILL OF QUANTITIES

Project : **REPAIR/REHABILITATION OF ATI DORMITORY AND STAFF HOUSE**

Location : ATI Central Office Compound, Elliptical Rd., Diliman Quezon City

| QTY | UNIT | PARTICULARS | UNIT COST | MATERIAL COST | LABOR COST | AMOUNT |
|-----|------|-------------|-----------|---------------|------------|--------|
|-----|------|-------------|-----------|---------------|------------|--------|

I. GENERAL REQUIREMENTS

| | | | | | | |
|---------------------------------------------|-----|----------------------------------------------------------------------------------------------------------------|--|---|---|---|
| 1.00 | Lot | Temporary facilities (including temporary field office , workers quarters and others) | | | | |
| 1.00 | Lot | Temporary construction safety screen, platform and frame for perimeter fence including scaffolding | | | | |
| 1.00 | Lot | Construction Permits required (Architectural, Structural, Plumbing, Mechanical & Electrical), Occupancy permit | | | | |
| 1.00 | Lot | Testing and Commissioning | | | | |
| sub-total I (General requirements) : | | | | - | - | - |

II. SITE / EARTH WORKS

| | | | | | | |
|--------------------------------------------|-----|----------------------------------------|--|---|---|---|
| 1.00 | lot | Demolition works | | | | |
| 126.00 | cum | Excavation works | | | | |
| 805.00 | cum | Backfill materials & backfilling works | | | | |
| 127.00 | cum | Gravel Bedding (3/4) | | | | |
| 1.00 | lot | Hauling of debris & Site Clearing | | | | |
| 1.00 | lot | Soil Poisoning | | | | |
| sub-total II (Site / earth works) : | | | | - | - | - |

III. CONCRETE WORKS

| | | | | | | |
|----------|-----|------------------------------------------|--|--|--|--|
| 131.00 | cum | Ready Mix Concrete, 3000 Psi | | | | |
| 256.00 | cum | Ready Mix Concrete, 4000 Psi | | | | |
| 562.00 | pcs | 20 mm Ø x 6.0m DRSB (A572 Grade 60 ksi) | | | | |
| 732.00 | pcs | 16 mm Ø x 6.0m DRSB (A441 Grade 40 ksi) | | | | |
| 3,656.00 | pcs | 12 mm Ø x 6.0m DRSB (A441 Grade 40 ksi) | | | | |

| | | | | | | |
|-----------------------------------------|-----|-----------------------------------------|--|--|--|--|
| 1,738.00 | pcs | 10 mm Ø x 6.0m DRSB (A36 Grade 32 ksi) | | | | |
| 645.00 | kgs | #16 G.I. tie wire | | | | |
| Formworks & Scaffolding | | | | | | |
| 184.00 | pcs | Phenolic board 1/2" x 4ft x 8ft | | | | |
| 1,162.00 | pcs | Coco lumber 2' x 4" x 10' | | | | |
| 128.00 | kgs | Assorted nails | | | | |
| 1.00 | lot | Scaffolding, shoring, pipes, etc. | | | | |
| sub-total III (Concrete works) : | | | | | | |

IV. STEEL / METAL WORKS

| | | | | | | |
|-----------------------------------|-----|-----------------------------------------------------|--|--|--|--|
| Steel beams | | | | | | |
| 396.00 | kgs | W 10x 22 I Beam | | | | |
| 2.00 | pcs | Spider plate 12mm thk x 300x300mm | | | | |
| 8.00 | pcs | Anchor bolt 12mm dia. X 300 | | | | |
| ATI Director's Residence Stair | | | | | | |
| 6.00 | pcs | Steel tubular 2"x2"x1/4"x6m | | | | |
| 3.00 | pcs | MS Plate 8mm x 1.2x2.4m | | | | |
| 3.00 | pcs | MS Plate 6mm x 1.2x2.4m | | | | |
| 16.00 | pcs | Chemical bolt 12mm dia. | | | | |
| 29.00 | pcs | Stainless steel rod 12mm dia. X 6.0m satin finish | | | | |
| 4.00 | pcs | Steel round bar 12mm dia. X 6.0m | | | | |
| 5.00 | pcs | MC 8x20 Steel C channel | | | | |
| 23.00 | pcs | Bended 10mm thk. x 350x1000mm ms plate steel thread | | | | |
| 1.00 | lot | Accessories and consummables | | | | |
| Training Dormitory Main Staircase | | | | | | |
| 342.00 | kgs | W 12x19 I Beam | | | | |
| 117.00 | kgs | W 8x13 I Beam | | | | |
| 3.00 | pcs | Baseplate 12mm thk x 350x350mm | | | | |
| 12.00 | pcs | Anchor bolt 16mm dia. x 300 | | | | |
| 6.00 | pcs | Steel tubular 2"x2"x1/4"x6m | | | | |
| 29.00 | pcs | Stainless steel rod 12mm dia. x 6.0m satin finish | | | | |
| 4.00 | pcs | Steel round bar 12mm dia. X 6.0m | | | | |
| 8.00 | pcs | MS Plate 8mm x 1.2x2.4m | | | | |
| 1.00 | lot | Accessories and consummables | | | | |
| Staff housing Main Staircase | | | | | | |
| 6.00 | pcs | Steel tubular 2"x2"x1/4"x6m | | | | |
| 6.00 | pcs | G.I. pipe 1-3/4" dia. sched. 20 x 6.0m | | | | |
| 18.00 | pcs | Steel round bar 12mm dia. X 6.0m | | | | |
| 1.00 | lot | Accessories and consummables | | | | |
| Fire Escape Stair | | | | | | |

| | | | | | | |
|-------------------------------------------|-----|----------------------------------------------------------|--|--|--|--|
| 2.00 | pcs | Steel tubular 2"x2"x1/4"x6m | | | | |
| 2.00 | pcs | G.I. pipe 1-3/4" dia. sched. 20 x 6.0m | | | | |
| 6.00 | pcs | Steel round bar 12mm dia. X 6.0m | | | | |
| 8.00 | pcs | Stainless steel checkered plate 4mm thk. type 304, 4'x8' | | | | |
| 7.00 | pcs | Angle bar 2"x2"x4.5mmx6.0m | | | | |
| 7.00 | pcs | Angle bar 2"x2"x3/16"x6.0m | | | | |
| 1.00 | lot | Accessories and consummables | | | | |
| Balcony railing | | | | | | |
| 6.00 | pcs | Steel tubular 2"x2"x1/4"x6m | | | | |
| 5.00 | pcs | G.I. pipe 1-3/4" dia. sched. 20 x 6.0m | | | | |
| 15.00 | pcs | Steel round bar 12mm dia. X 6.0m | | | | |
| 1.00 | lot | Accessories and consummables | | | | |
| Ramp Hand Railing | | | | | | |
| 9.00 | pcs | Stainless steel satin finish 1-3/4" dia., S-304 | | | | |
| 1.00 | lot | Accessories and consummables | | | | |
| Ladder hung | | | | | | |
| 8.00 | pcs | Angle bar 2"x2"x1/4"x6.0m | | | | |
| 3.00 | pcs | Plain round bar 20mm dia. x 6.0 | | | | |
| 18.00 | pcs | Expansion bolt 10mm dia. | | | | |
| 1.00 | lot | Accessories and consummables | | | | |
| | | | | | | |
| sub-total IV (Metal/Steel works) : | | | | | | |

v. MASONRY WORKS

| | | | | | | |
|-----------------------------------------------------|------|------------------------------------------|--|--|--|--|
| CHB Laying | | | | | | |
| 16,059.00 | pcs | Chb 6" | | | | |
| 6,629.00 | pcs | Chb 4" | | | | |
| 1,181.00 | bags | Portland cement | | | | |
| 120.00 | cum | Washed Sand, S1 | | | | |
| 2,153.00 | pcs | 10 mm Ø x 6.0m DRSB (A36 Grade 32 ksi) | | | | |
| 88.00 | kgs | #16 G.I. tie wire | | | | |
| Plastering works | | | | | | |
| 1,489.00 | bags | Portland cement | | | | |
| 85.00 | cum | Washed Sand, S1 | | | | |
| Concrete ledges, capping beam, lintel beam & column | | | | | | |
| 136.00 | bags | Portland cement | | | | |
| 9.00 | cum | Washed Sand, S1 | | | | |
| 15.00 | cum | Washed gravel (3/4) | | | | |
| 191.00 | pcs | 12 mm Ø x 6.0m DRSB (A441 Grade 40 ksi) | | | | |
| 294.00 | pcs | 10 mm Ø x 6.0m DRSB (A36 Grade 32 ksi) | | | | |
| Concrete molding and groove | | | | | | |
| 44.00 | l.m. | Concrete molding 6"x6" | | | | |

| | | | | | | |
|--------------------------------------|------|-----------------------------------------------------------|--|--|--|--|
| 560.00 | l.m. | Square clean groove 1"(w) x1/2"(d), **use aluminum tube** | | | | |
| sub-total V (Masonry works) : | | | | | | |

vi. ROOF AND ROOF FRAMING

| | | | | | | |
|-----------------------------------------------------------------------------------------|------|---------------------------------------------------------------------------------------|--|--|--|--|
| Installation of pre-painted roofing panels and accessories at main roof | | | | | | |
| 822.00 | l.m. | Pre-painted rib type roofing sheet (light beige) 0.60mm thk. | | | | |
| 127.00 | l.m. | Pre-painted ridge roll (light beige) 0.60mm thk. | | | | |
| 83.00 | l.m. | Stainless steel roof bended gutter 4mm thk x 1.2m(w) x 2.4m(l) | | | | |
| 53.00 | pcs | Pre-painted bended gi ridge roll (light beige) 0.60mm thk. x 2.4m | | | | |
| 16.00 | pcs | Pre-painted bended gi flashing (light beige) 0.60mm thk. x 2.4m | | | | |
| 267.00 | sqm | Aluminum composite panel 4mm thk. w/ complete aluminum frame and sealant, silver gray | | | | |
| 17.00 | roll | PE foam insulation -double side, 10mm thk. x 50m | | | | |
| 4,110.00 | pcs | Rivets / metal tex screw | | | | |
| 55.00 | pcs | Silicon sealant | | | | |
| 48.00 | pcs | Baseplate 12mm x 350x350mm | | | | |
| 192.00 | pcs | Anchor bolt 16mm dia. X 300mm | | | | |
| Installation of pre-painted roofing panels and accessories at f Director's House Canopy | | | | | | |
| 23.00 | l.m. | Pre-painted rib type roofing sheet (light beige) 0.60mm thk. | | | | |
| 3.00 | pcs | Pre-painted bended gi flashing(light beige) 0.60mm thk. x 2.4m | | | | |
| 1.00 | roll | PE foam insulation -double side, 10mm thk. x 50m | | | | |
| 11.52 | sqm | Aluminum composite panel 4mm thk. w/ complete aluminum frame and sealant, silver gray | | | | |
| 2.00 | pcs | G.I. pipe 3" dia. x 6.0m, sched 40 | | | | |
| 1.00 | pcs | Steel tubular 6"x6"x4.5mm thk. x 6.0m | | | | |
| 2.00 | pcs | Steel tubular 2"x4"x4.5mm thk. x 6.0m | | | | |
| 9.00 | pcs | MS plate 250x250x12mm | | | | |
| 36.00 | pcs | Anchor bolt 16mm dia., A325 | | | | |
| Roof trusses & accessories | | | | | | |
| 6.00 | sets | T-1 Truss (See plan for detail) | | | | |

| | | | | | | |
|-------------------------------------------------|------|---------------------------------------------|--|--|--|--|
| 2.00 | sets | T-2 Truss (See plan for detail) | | | | |
| 6.00 | sets | T-3 Truss (See plan for detail) | | | | |
| 1.00 | sets | T-4 Truss (See plan for detail) | | | | |
| 2.00 | sets | T-5 Truss (See plan for detail) | | | | |
| 3.00 | sets | HT-1 Half Truss (See plan for detail) | | | | |
| 3.00 | sets | HT-2 Half Truss (See plan for detail) | | | | |
| 3.00 | sets | HT-3 Half Truss (See plan for detail) | | | | |
| 2.00 | sets | R-1 Rafter Truss (See plan for detail) | | | | |
| 4.00 | sets | R-2 Rafter Truss (See plan for detail) | | | | |
| 1.00 | sets | R-2 Rafter Truss (See plan for detail) | | | | |
| 239.00 | pcs | LC 125x50x20x1.5mm x 6m | | | | |
| 308.00 | sets | Std. steel cleat 4mm thk. with 4-ø8 mm bolt | | | | |
| 15.00 | box | Welding Rod | | | | |
| Roof vent | | | | | | |
| 35.00 | pcs | Aluminum tubular powder coated 1"x2"x6m | | | | |
| 2.00 | roll | Aluminum insect screen 3' x 100' | | | | |
| sub-total VI (Roof & roof framing) : | | | | | | |

VII. CARPENTRY WORKS

| | | | | | | |
|-------------------|-------|------------------------------------|--|--|--|--|
| Ceiling works | | | | | | |
| 405.00 | pcs | Ficemboard 5mm thk x 4' x 8' | | | | |
| 2,173.00 | pcs | Metal furring 0.40mm thk. x 5m | | | | |
| 1,304.00 | pcs | Carrying channel 0.80mm thk x 5m | | | | |
| 477.00 | pcs | Wall angle 0.4mm thk x 3m | | | | |
| 6,801.00 | pcs | Screw | | | | |
| 30.00 | box | rivets | | | | |
| 120.00 | rolls | Mesh tape | | | | |
| 28.00 | pcs | Assorted nails | | | | |
| Drywall partition | | | | | | |
| 231.00 | pcs | Ficemboard 5mm thk x 4' x 8' | | | | |
| 598.00 | pcs | Metal tracks 0.4mm thk x 3m | | | | |
| 598.00 | pcs | Metal studs 0.4mm thk x 3m | | | | |
| 3,739.00 | pcs | Screw | | | | |
| 15.00 | box | rivets | | | | |
| 40.00 | rolls | Mesh tape | | | | |
| 12.00 | kg | Assorted nails | | | | |
| 433.00 | pcs | Rockwool 60kg 50mm x 0.60m x 1.20m | | | | |
| Information desk | | | | | | |

| | | | | | | |
|----------------------------------------|------|-------------------------------------------------------------------------------------------|--|--|--|--|
| 1.00 | pcs | Tempered glass 10mm thk. x 0.45m(w) x 2.05m(l) | | | | |
| 1.00 | pcs | Tempered glass 10mm thk. x 0.45m(w) x 1.65m(l) | | | | |
| 75.00 | bdft | Solid wood kd 2-1/2" thk | | | | |
| 10.00 | pcs | Marine plywood 3/4" x 4ft x 8ft | | | | |
| 5.00 | pcs | Wood veneer | | | | |
| 4.00 | pcs | Opaque acrylic glass 10mm thk x 0.85m x 1.40m w/ 1" dia. stainless steel screw cap | | | | |
| 3.00 | pcs | Stainless steel cabinet door track | | | | |
| 4.00 | pcs | Stainless steel - satin finish 10mm dia. x 6"(l) | | | | |
| Stair thread | | | | | | |
| 315.00 | bdft | Solid hard wood stair thread 3" thk. x 0.30m x 1.30m | | | | |
| 162.00 | bdft | Solid hard wood stair thread 2" thk. x 0.30m x 1.00m | | | | |
| 93.00 | bdft | Solid hard wood stair hand rail 2"x3" | | | | |
| Director's pantry cabinet | | | | | | |
| 5.00 | Pcs | Marine plywood 3/4" thk x 4' x 8' | | | | |
| 6.00 | pcs | Clear glass 10mm thk x 600x300mm | | | | |
| 468.00 | bdft | KD wood 1" x 4' | | | | |
| 24.00 | pcs | Stainless steel concealed hinges | | | | |
| 14.00 | pcs | Stainless steel - satin finish 10mm dia. x 6"(l) | | | | |
| 2.00 | kg | Assorted nails | | | | |
| 1.00 | gal | Wood Glue | | | | |
| Staff house pantry cabinet | | | | | | |
| 30.00 | pcs | Marine plywood 3/4" thk x 4' x 8' | | | | |
| 24.00 | pcs | Clear glass 10mm thk x 600x300mm | | | | |
| 520.00 | bdft | KD wood 1"x4' | | | | |
| 96.00 | pcs | Stainless steel concealed hinges | | | | |
| 60.00 | pcs | Stainless steel - satin finish 10mm dia. x 6"(l) | | | | |
| 10.00 | kg | Assorted nails | | | | |
| 2.00 | gal | Wood Glue | | | | |
| Supply and delivery of wardrobe Closet | | | | | | |
| 7.00 | set | Mdf board cabinet (double face laminated) w/ shelves, 1.50 x 2.10m (see plan for details) | | | | |
| 6.00 | set | Mdf board cabinet (double face laminated) w/ shelves, 1.00 x 2.10m (see plan for details) | | | | |

| | | | | | | |
|------------------------------------------|-----|-------------------------------------------------------------------------------------------|--|--|--|--|
| 12.00 | set | Mdf board cabinet (double face laminated) w/ shelves, 0.80 x 2.10m (see plan for details) | | | | |
| sub-total VII (Carpentry Works) : | | | | | | |

viii. TILE WORKS

| | | | | | | |
|--------------------------------------|------|-----------------------------------------------------------------|--|--|--|--|
| Installation of floor & wall tiles | | | | | | |
| 259.00 | pcs | "F-1", 80x80cm Synthetic granite tiles - polished (ivory white) | | | | |
| 98.00 | pcs | "F-2", 80x80cm Synthetic granite tiles - polished (ivory white) | | | | |
| 210.00 | pcs | "F-3", 60x60cm Synthetic granite tiles - rough (light beige) | | | | |
| 181.00 | pcs | "F-4", 60x60cm Synthetic granite tiles - rough (masonry gray) | | | | |
| 3,472.00 | pcs | "F-5", 19x95x3.5mm Vinyl Tiles (Light Oak) | | | | |
| 150.00 | pcs | "F-6", 30x60cm Synthetic granite tiles - rough (Light beige) | | | | |
| 3,166.00 | pcs | 30 x60cm Synthetic granite tiles - polished (Off-white) | | | | |
| 107.00 | pcs | 60x60cm Polished synthetic granite (light mocha color) | | | | |
| 124.00 | bags | Tile Adhesive, 25kg | | | | |
| 84.00 | bags | Tile Grout, 2 kg | | | | |
| 133.00 | bags | Portland cement | | | | |
| 19.00 | cum | Washed Sand, S1 | | | | |
| 70.00 | 5kg | Acrylic flooring adhesive for vinyl tiles | | | | |
| Countertops | | | | | | |
| 1.50 | sqm | Granite slab 3/4"thk. (Jade green) | | | | |
| sub-total VIII (Tile works) : | | | | | | |

ix. DOORS AND WINDOWS

| | | | | | | |
|---------------------------------------------------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| Supply, delivery, fabrication and installation of doors | | | | | | |
| 1.00 | set | "D1" Frameless tempered clear glass swing door & seamless tempered clear fixed & awning windows including complete hardware and accessories (2.90 x 3.00m).(see plan for details). | | | | |
| 1.00 | set | "D2" Frameless tempered clear glass swing door & seamless tempered clear fixed & awning windows including complete | | | | |

| | | | | | | |
|-------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| | | hardware and accessories (2.90 x 3.00m).(see plan for details). | | | | |
| 1.00 | set | "D3" Sliding framed glass door including complete hardware and accessories (2.15 x 2.15m).(see plan for details). | | | | |
| 14.00 | set | "D4" Wooden flush door with 2"x4" KD wood jamb (0.95 x 2.15m).(see plan for details). | | | | |
| 1.00 | set | "D5" Wooden swing door w/ view glass & "2x4" KD wood door jamb (0.80 x 2.15m). Including fixed aluminum analok framed glass window (0.55x2.15m). (see plan for details). | | | | |
| 4.00 | set | "D6" Steel door (active swing out) w/ G.I. louver ventilator (1.60x2.10m) (see plan for details). | | | | |
| 2.00 | set | "D7" Wooden swing door w/ KD louver ventilator and 2"x4" KD wood door jamb (0.80x2.10). (see plan for details). | | | | |
| 1.00 | set | "D8" Wooden flush door w/ KD louver ventilator and 2"x6" wood door jamb (0.90x2.10m) (see plan for details). | | | | |
| 12.00 | set | "D9" Flush swing door with wood veneer and wood louver including 2"x6" wood door jamb (0.70x2.10m) (see plan for details). | | | | |
| 1.00 | set | "D10" Metal shutter door "S-type" w/ ventilators and pre-painted box housing outdoor type (2.00x2.20m) (see plan for details). | | | | |
| 8.00 | set | "D11" Wooden swing panel door with 2" x 4" kd wood door jamb (0.90x2.10m) (see plan for details). | | | | |
| 3.00 | set | "D12" Wooden flush swing door with 2"x4" wood door jamb (0.85x2.10m) (see plan for details). | | | | |
| 7.00 | set | "D13" Wooden flush swing door with KD louver ventilator and 2"x4" wood door jamb (0.70x2.10m) (see plan for details). | | | | |
| 3.00 | set | "D14" Wooden flush swing door with 2"x4" wood door jamb (0.75x2.10m) (see plan for details). | | | | |

| | | | | | | |
|-----------------------------------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| 7.00 | set | "D15" Wooden flush swing door with KD louver ventilator & transom awnign windor including 2"x4" wood door jamb (0.85x2.10m) (see plan for details). | | | | |
| 1.00 | set | "D16" Double swing steel casement doors (1.30x2.15m) (see plan for details). | | | | |
| 1.00 | set | "D17" Double action swing steel casement doors (2.80x2.50m) (see plan for details). | | | | |
| 1.00 | set | "D18" Double action swing steel casement doors (2.70x2.50m) (see plan for details). | | | | |
| Supply, delivery, fabrication and installation of windows | | | | | | |
| 1.00 | sets | "W1" Seamless tempered gray glass awning and fixed window seamless connection w/ structural sealant gray (1.40 x 5.50m). Including all accessories and hardware (see plan for details) | | | | |
| 1.00 | sets | "W2" Seamless tempered gray glass awning and fixed window seamless connection w/ structural sealant gray (1.40 x4.45m). Including all accessories and hardware (see plan for details) | | | | |
| 1.00 | sets | "W3" Wood plastic composite jalousie window (0.60 x 5.50m). Including all coating system, accessories and hardware (see plan for details) | | | | |
| 1.00 | sets | "W4" Wood plastic composite jalousie window (0.60 x 4.65m). Including all coating system, accessories and hardware (see plan for details) | | | | |
| 4.00 | sets | "W5" Aluminum analok swing and fixed window (1.0 x 2.15m). Including all accessories and hardware (see plan for details) | | | | |
| 2.00 | sets | "W6" Fixed G.i. pre-painted louver vent (1.5 x 1.65m). Including all accessories and hardware (see plan for details) | | | | |
| 2.00 | sets | "W7" Aluminum analok sliding window (1.45 x 1.15m). Including | | | | |

| | | | | | | |
|-------|------|-------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| | | all accessories and hardware (see plan for details) | | | | |
| 1.00 | set | "W8" Glass block (Fire resistive - 15"x15"x4" clear glass block) (3.60 x 0.45m). Including all required adhesive/grout (see plan for details) | | | | |
| 8.00 | sets | "W9" Aluminum analog swing and fixed window (1.76 x 1.15m). Including all accessories and hardware (see plan for details) | | | | |
| 3.00 | sets | "W10" Aluminum analog swing and fixed window (2.21 x 1.15m). Including all accessories and hardware (see plan for details) | | | | |
| 2.00 | sets | "W11" Aluminum analog swing window (1.06 x 1.15m). Including all accessories and hardware (see plan for details) | | | | |
| 1.00 | set | "W12" Aluminum analog swing window (1.15 x 0.50m). Including all accessories and hardware (see plan for details) | | | | |
| 18.00 | sets | "W13" Aluminum analog swing window (0.60 x 0.50m). Including all accessories and hardware (see plan for details) | | | | |
| 3.00 | sets | "W14" Glass block (Fire resistive - 15"x15"x4" clear glass block) (0.60 x 1.05m) . Including all required adhesive/grout (see plan for details) | | | | |
| 1.00 | set | "W15" Aluminum analog swing window (1.15 x 0.50m). Including all accessories and hardware (see plan for details) | | | | |
| 2.00 | sets | "W16" Aluminum analog swing window (1.10 x 1.15 m). Including all accessories and hardware (see plan for details) | | | | |
| 2.00 | sets | "W17" Aluminum analog sliding window (1.45 x 1.15 m). Including all accessories and hardware (see plan for details) | | | | |
| 2.00 | sets | "W18" Aluminum analog swing window (0.75 x 1.15 m). Including all accessories and hardware (see plan for details) | | | | |

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|------------------------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| 4.00 | sets | "W19" Aluminum analog sliding and fixed window (1.15 x 2.10 m). Including all accessories and hardware (see plan for details) | | | | |
| 4.00 | sets | "W20" Aluminum analog sliding and fixed window (1.15 x 2.10 m). Including all accessories and hardware (see plan for details) | | | | |
| 3.00 | sets | "W21" Aluminum analog swing and fixed window (1.76 x 2.10 m). Including all accessories and hardware (see plan for details) | | | | |
| Supply, delivery and in stallation of door hardwares | | | | | | |
| 8.00 | sets | Stainless steel hairline finish escutcheon mortise lever type door lockset | | | | |
| 30.00 | sets | Stainless steel hairline finish lever type door lockset | | | | |
| 19.00 | sets | Stainless steel hairline finish cylindrical door knob | | | | |
| 1.00 | sets | Single cylindrical deadbolt satin stainless steel | | | | |
| 1.00 | sets | Stainless steel hairline finish door push plate 100x300x1.5mm | | | | |
| 1.00 | sets | Stainless steel hairline finish door handle w/ plate 100x300x1.5mm | | | | |
| 4.00 | sets | Heavy duty panic hardware, fire rated, painted aluminum | | | | |
| 200.00 | sets | Heavy duty stainless steel hairline finish hinges 3"x4" | | | | |
| 48.00 | sets | Heavy duty stainless steel hairline finish hinges 4"x4" | | | | |
| 43.00 | sets | Heavy duty stainless steel door closer hairline finish w/ hold open arm | | | | |
| 8.00 | sets | Stainless steel hairline finish half moon door stopper | | | | |
| sub-total IX (Doors & windows) : | | | | | | |

x. PAINTING WORKS

| | | | | | | |
|--------------------------------|-------|------------------------------------|--|--|--|--|
| Painting of new wall & ceiling | | | | | | |
| 98.00 | pails | Flat latex paint | | | | |
| 46.00 | pails | Semi gloss latex paint | | | | |
| 23.00 | pails | Semi gloss latex elastomeric paint | | | | |
| 57.00 | gals | Masonry putty | | | | |
| 75.00 | bags | Joint compound putty | | | | |
| 22.00 | gals | Oil wood stain | | | | |

| | | | | | | |
|---------------------------------------|------|------------------------|--|--|--|--|
| 22.00 | gals | Lacquer sanding sealer | | | | |
| 22.00 | gals | Clear gloss lacquer | | | | |
| 86.00 | gals | Automotive Lacquer | | | | |
| 18.00 | gals | Lacquer flo | | | | |
| 168.00 | gals | Lacquer thinner | | | | |
| 10.00 | gals | wood bleach | | | | |
| 18.00 | lit | plasolux glacing putty | | | | |
| 36.00 | gals | Rust converter | | | | |
| 28.00 | gals | Red oxide primer | | | | |
| 156.00 | gals | Polytuff putty | | | | |
| 13.00 | gals | Epoxy primer gray | | | | |
| 44.00 | gals | Epoxy Enamel | | | | |
| 19.00 | gals | Paint thinner | | | | |
| 1,674.00 | pcs | Sand paper | | | | |
| 535.00 | pcs | Paint brush | | | | |
| 269.00 | pcs | Paint roller | | | | |
| 169.00 | pcs | Baby roller | | | | |
| 335.00 | pcs | Masking tape | | | | |
| 101.00 | gals | Concrete Neutralizer | | | | |
| 60.00 | pcs | Wire brush | | | | |
| | | | | | | |
| sub-total X (Painting works) : | | | | | | |

xi. ELECTRICAL WORKS

| | | | | | | |
|---------------------|------|---------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| Electrical Fixtures | | | | | | |
| 124.00 | sets | LED Compact downlight 8" dia., die cast aluminum housing white powder coated finish with LED driver, 20watts-white | | | | |
| 59.00 | sets | LED Compact downlight 6" dia., die cast aluminum housing white powder coated finish with LED driver, 15watts-warm white | | | | |
| 7.00 | sets | LED Compact downlight 4" dia., die cast aluminum housing white powder coated finishwith LED driver, 10watts | | | | |
| 21.00 | sets | LED Compact surface downlight 6" dia., die cast aluminum housing white powder coated finishwith LED driver, 18watts | | | | |
| 2.00 | sets | LED Compact square downlight 12"x12", die cast aluminum housing white powder coated finish with LED driver, 20watts-white | | | | |
| 14.00 | sets | LED Compact square downlight 5"x5", die cast aluminum housing | | | | |

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|--------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| | | white powder coated finish with LED driver, 15watts-warm white | | | | |
| 14.00 | sets | LED Compact downlight 4"x4", die cast aluminum housing white powder coated finishwith LED driver, 10watts | | | | |
| 2.00 | sets | Indoor wall light-60 watts, with opaque glass and metal (metal chrome finish) | | | | |
| 6.00 | sets | Outdoor wall sconce 260mm dia., die cast aluminum housing, coated with high anti-corrosion polyester powder paint, ultra violet stable polycarbonate | | | | |
| 6.00 | sets | Pathway luminaire recessed type 100(h)x223(w)x70(d)mm, die cast aluminum housing, coated with high anti-corrosion polyester powder paint, ultra violet stable polycarbonate | | | | |
| 3.00 | sets | LED outdoor wall lamp 245(l)x120(w)x135(d), die cast aluminum housing, coated with high anti-corrosion polyester powder paint, ultra violet stable polycarbonate | | | | |
| 6.00 | sets | Outdoor wall lantern light 195mm dia. Aluminum grey color | | | | |
| 3.00 | sets | T-5 tube light (1200mm length), light warm | | | | |
| 18.00 | sets | T-5 tube light (600mm length), light warm | | | | |
| 1.00 | sets | Vanity wall light (1.0m length), 13Watts miniature T5 tube | | | | |
| 3.00 | sets | Drop light 200mm dia. x 1.5m length | | | | |
| 1.00 | sets | 48pcs LED bulb 3watts each in stainless steel elongated pipe | | | | |
| Electrical devices | | | | | | |
| 31.00 | sets | "SW" 1-gang switch | | | | |
| 25.00 | sets | "2SW" 2-gang switch | | | | |
| 26.00 | sets | "3SW" 3-gang switch | | | | |
| 5.00 | sets | "2W" 2-gang switch, 3-way switch | | | | |
| 91.00 | sets | "CO" Duplex grounding receptacle | | | | |
| 3.00 | sets | TV outlet | | | | |
| 19.00 | sets | "GFCI" Ground fault circuit interrupter | | | | |
| 14.00 | sets | Telephone outlet | | | | |
| 3.00 | sets | Data outlet | | | | |
| 25.00 | sets | Aircon outlet | | | | |

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|---------------------|------|---------------------------------------------------------------------|--|--|--|--|
| Wires & cables | | | | | | |
| 37.00 | box | 3.5 mm2 THHN, Cu., Stranded | | | | |
| 10.00 | box | 5.5 mm2 THHN, Cu., Stranded | | | | |
| 6.00 | box | 8.0 mm2 THHN, Cu., Stranded | | | | |
| 50.00 | l.m. | 14.0 mm2 THHN, Cu., Stranded | | | | |
| 60.00 | l.m. | 22.0 mm2 THHN, Cu., Stranded | | | | |
| 60.00 | l.m. | 30.0 mm2 THHN, Cu., Stranded | | | | |
| 66.00 | l.m. | 100 mm2 THHN, Cu., Stranded | | | | |
| 990.00 | l.m. | 150 mm2 THHN, Cu., Stranded | | | | |
| Conduits & fittings | | | | | | |
| 812.00 | pcs | uPVC pipe 15mm x 3m | | | | |
| 104.00 | pcs | uPVC pipe 25mm x 3m | | | | |
| 14.00 | pcs | uPVC pipe 32mm x 3m | | | | |
| 8.00 | pcs | uPVC pipe 50mm x 3m | | | | |
| 55.00 | pcs | uPVC pipe 100mm x 3m | | | | |
| 250.00 | pcs | Upvc Utility box | | | | |
| 242.00 | pcs | Upvc Junction box | | | | |
| Service equipment | | | | | | |
| 1.00 | set | Panel board (Directors Cottage) | | | | |
| | | Feeder protection : 60AT, 100AF, 3P, 240V, 60Hz MCCB (Bolt on type) | | | | |
| | | 4 - sets 15AT circuit breaker | | | | |
| | | 2 - sets 20AT circuit breaker | | | | |
| | | 4 - sets 30AT circuit breaker | | | | |
| 4.00 | set | Panel board (Apartment) | | | | |
| | | Feeder protection : 40AT, 50AF, 3P, 240V, 60Hz MCCB (Bolt on type) | | | | |
| | | 1 - sets 15AT circuit breaker | | | | |
| | | 3 - sets 20AT circuit breaker | | | | |
| | | 2 - sets 30AT circuit breaker | | | | |
| 2.00 | set | Panel board (Apartment) | | | | |
| | | Feeder protection : 40AT, 50AF, 3P, 240V, 60Hz MCCB (Bolt on type) | | | | |
| | | 1 - sets 15AT circuit breaker | | | | |
| | | 2 - sets 20AT circuit breaker | | | | |
| | | 3 - sets 30AT circuit breaker | | | | |
| 1.00 | set | Panel board - (Dormitory GF Lighting) | | | | |
| | | Feeder protection : 40AT, 50AF, 3P, 240V, 60Hz MCCB (Bolt on type) | | | | |
| | | 10 - sets 15AT circuit breaker | | | | |
| 1.00 | set | Panel board - (Dormitory 2F Lighting) | | | | |
| | | Feeder protection : 60AT, 100AF, 3P, 240V, 60Hz MCCB (Bolt on type) | | | | |
| | | 10 - sets 15AT circuit breaker | | | | |
| 1.00 | set | Panel board (Dormitory GF Power) | | | | |

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| | | Feeder protection : 100AT, 225AF, 3P, 240V, 60Hz MCCB (Bolt on type) | | | | |
| | | 6 - sets 20AT circuit breaker | | | | |
| | | 4 - sets 30AT circuit breaker | | | | |
| 1.00 | set | Panel board (Dormitory 2F Power) | | | | |
| | | Feeder protection : 100AT, 225AF, 3P, 240V, 60Hz MCCB (Bolt on type) | | | | |
| | | 4 - sets 20AT circuit breaker | | | | |
| | | 7 - sets 30AT circuit breaker | | | | |
| 1.00 | set | Panel board (Dormitory GF ACU) | | | | |
| | | Feeder protection : 100AT, 225AF, 3P, 240V, 60Hz MCCB (Bolt on type) | | | | |
| | | 6 - sets 30AT circuit breaker | | | | |
| | | 2 - sets 40AT circuit breaker | | | | |
| 1.00 | set | Panel board (Dormitory 2F ACU) | | | | |
| | | Feeder protection : 100AT, 225AF, 3P, 240V, 60Hz MCCB (Bolt on type) | | | | |
| | | 1 - sets 20AT circuit breaker | | | | |
| | | 6 - sets 30AT circuit breaker | | | | |
| | | 1 - sets 40AT circuit breaker | | | | |
| 1.00 | set | Sub Main Panel | | | | |
| | | Feeder protection : 400AT, 600AF, 3P, 240V, 60Hz MCCB (Bolt on type) | | | | |
| | | 9 - sets 40AT circuit breaker | | | | |
| | | 1 - sets 60AT circuit breaker | | | | |
| 1.00 | set | Main Distribution Panel | | | | |
| | | Feeder protection : 800AT, 1500AF, 3P, 240V, 60Hz MCCB (Bolt on type) | | | | |
| | | 2 - sets 40AT circuit breaker | | | | |
| | | 1 - sets 60AT circuit breaker | | | | |
| | | 4 - sets 100AT circuit breaker | | | | |
| | | 1 - sets 400AT circuit breaker | | | | |
| Miscellaneous | | | | | | |
| 50.00 | pcs | Rubber tape | | | | |
| 150.00 | pcs | PVC Electrical tape | | | | |
| 50.00 | can | PVC solvent | | | | |
| 200.00 | kg | #16 GI Wire | | | | |
| Exhaust fan system | | | | | | |
| 9.00 | sets | Wall type exhaust fan 30x30cm with louver shutter | | | | |
| 2.00 | sets | Ceiling mounted exhaust fan 12"x12" , 100% pure copper motor, antivibration mounting, equipped with thermal fuse, self lubricating motor, reduced noise, light weight, weather resistant casing, conforms to local and international safety and quality standard | | | | |

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|-------------------------------|-------|----------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| 2.00 | pcs | Stainless steel 100mm dia. wall air vent ducting ventilation exhaust grille cover outlet | | | | |
| 2.00 | pcs | 4 inch 2m Exhaust Fans Ventilation Fan Foil Telescopic Exhaust Pipe | | | | |
| Telephone system | | | | | | |
| 1.00 | unit | PABX unit with advance features and starts from 6 analogue trunks and 18 extensions, up to 192 extension with an expansion unit. | | | | |
| 1.00 | unit | 24 Key, 3 line LCD (back up display) Display Digital Proprietary Telephone | | | | |
| 1.00 | sets | Battery back up cable | | | | |
| 14.00 | sets | Telephone unit | | | | |
| 1.00 | lot | Other materials such as terminal block, lightning arrester, 3 sets battery 12 VDC, etc | | | | |
| 1.00 | lot | Programming, termination, testing and commissioning | | | | |
| 1.00 | lot | Supply and Installation of units including roughing ins (cable wiring), pipe, junction box w/ cover, utility box, etc. | | | | |
| Emergency Light | | | | | | |
| 25.00 | sets | Automatic chargeable twinhead LED emergency light, light source : 2x3W High power LED with 48hrs charging | | | | |
| 8.00 | sets | Acrylic type single side face Illuminated Fire Exit Door signage, 600mAh Rechargeable Ni-Cd Battery | | | | |
| Fire alarm and smoke detector | | | | | | |
| 1.00 | units | Control unit with analog addressable fire alarm system for up to 225 addresses and auto generation of the site specific data | | | | |
| 42.00 | sets | Analog photoelectric smoke detector with analog base | | | | |
| 8.00 | sets | Enclosed addressable manual call point with isolator 4439 | | | | |
| 8.00 | sets | Addressable siren with isolator | | | | |
| 2.00 | set | Backup battery 12VDC 7AH | | | | |
| 22.00 | set | Dry chemical fire extinguisher 10lbs. | | | | |
| 1.00 | lot | Programming, termination, testing and commissioning | | | | |

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|------------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| 1.00 | lot | Supply and Installation of units including roughing ins (electrical wiring), emc pipe, junction box w/ cover, utility box, emt connector w/ locknut, emt coupling, emt elbow, lb conduit, gi wire, c-clamp, black screw, metal screw, tox, electrical wire, straight connector, flexible pipe, electrical tape, twisted wire, masking tape | | | | |
| Concrete Electrical Pull box | | | | | | |
| 2.00 | sets | Concrete electrical pullbox 1.0(w)x1.0(l)x0.70m(d) | | | | |
| 60.00 | l.m. | Concrete chb wall with cover for feederline | | | | |
| 11.00 | cum | Sandfilling | | | | |
| sub-total XI (Electrical works) : | | | | | | |

XII. PLUMBING WORKS

| | | | | | | |
|-------------------|-------|----------------------------------------------------------------------------------|--|--|--|--|
| Plumbing Fixtures | | | | | | |
| 20.00 | units | Close coupled push button dual flush water closet, 700(l) x 365(w) x 805mm (h) | | | | |
| 19.00 | units | Stainless steel rain shower | | | | |
| 1.00 | unit | Top inlet urinal with stainless steel p-trap | | | | |
| 13.00 | units | Wash basin with short pedestal with stainless steel faucet | | | | |
| 1.00 | unit | Stainless steel dual tub (satin finish) with s/s sink strainer & flexible pipe | | | | |
| 6.00 | units | Stainless steel single tub (satin finish) with s/s sink strainer & flexible pipe | | | | |
| 1.00 | pcs | Stainless steel pop up lavatory drain stopper | | | | |
| 1.00 | pcs | Stainless steel wall mertris faucet | | | | |
| 7.00 | pcs | Stainless Steel Kitchen Gooseneck Faucet with complete accessories | | | | |
| 20.00 | pcs | Stainless steel wall mount service faucet | | | | |
| 20.00 | pcs | Heavy duty flexible stainless Steel Bidet | | | | |
| 9.00 | pcs | GI service faucet with hose bib | | | | |
| 20.00 | sets | Stainless Steel Paper Holder | | | | |
| 20.00 | sets | Stainless Steel Floor Drain with Insect Proof | | | | |
| 11.00 | sets | Brass floor drain 4"x4" | | | | |
| 3.00 | sets | Pvc floor drain 4"x4" | | | | |

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|------------------------------------|-------|----------------------------------------------------------------------|--|--|--|--|
| 1.00 | pcs | Stainless steel urinal flush valve | | | | |
| 10.00 | pcs | Stainless steel p-trap | | | | |
| 1.00 | sets | Stainlesss steel - satin finish 1-1/2" dia. Bathroom grab hand bar | | | | |
| 19.00 | units | Water heater with Shower Head and Complete Accessories | | | | |
| 1.00 | set | Automatic hand dryer infrared sensed | | | | |
| 10.00 | sets | Stainless steel p-trap with complete accessories | | | | |
| 50.00 | sets | Stainless steel dome type roof gutter strainer | | | | |
| 1.00 | sets | Facial mirror 1000(w) x 1000(h) x 6(t) mm with aluminum frame holder | | | | |
| 19.00 | sets | Facial mirror 600(w) x 800(h) x 6(t) mm with aluminum frame holder | | | | |
| Waterline System | | | | | | |
| 45.00 | pcs | PPR Pipe 32"Ø x 4m | | | | |
| 47.00 | pcs | PPR Pipe 25"Ø x 4m | | | | |
| 22.00 | pcs | PPR Pipe 20"Ø x 4m | | | | |
| 22.00 | pcs | PPR Elbow 32"Ø | | | | |
| 22.00 | pcs | PPR Elbow 25"Ø | | | | |
| 151.00 | pcs | PPR Elbow 20"Ø | | | | |
| 28.00 | pcs | PPR Tee 32"Ø | | | | |
| 28.00 | pcs | PPR Tee 25"Ø | | | | |
| 129.00 | pcs | PPR Tee 20"Ø | | | | |
| 11.00 | pcs | PPR Union patente 50"Ø | | | | |
| 11.00 | pcs | PPR Union patente 32"Ø | | | | |
| 1.00 | pcs | PPR Gate Valve 50"Ø | | | | |
| 1.00 | pcs | PPR Gate Valve 32"Ø | | | | |
| 10.00 | pcs | PPR Gate Valve 25"Ø | | | | |
| 6.00 | pcs | PPR Gate Valve 20"Ø | | | | |
| 9.00 | sets | Water Meter | | | | |
| 50.00 | pcs | Teflon Tape | | | | |
| Soil, waste, downspout & vent line | | | | | | |
| 55.00 | pcs | PVC pipe 6"Ø x 3m | | | | |
| 137.00 | pcs | PVC pipe 4"Ø x 3m | | | | |
| 434.00 | pcs | PVC Pipe 3"Ø x 3m | | | | |
| 204.00 | pcs | PVC Pipe 2"Ø x 3m | | | | |
| 10.00 | pcs | PVC Elbow 6"Ø x 90° | | | | |
| 10.00 | pcs | PVC Elbow 6"Ø x 45° | | | | |
| 55.00 | pcs | PVC Elbow 4"Ø x 90° | | | | |
| 83.00 | pcs | PVC Elbow 4"Ø x 45° | | | | |
| 110.00 | pcs | PVC Elbow 3"Ø x 90° | | | | |
| 110.00 | pcs | PVC Elbow 3"Ø x 45° | | | | |
| 53.00 | pcs | PVC Elbow 2"Ø x 90° | | | | |
| 108.00 | pcs | PVC Elbow 2"Ø x 45° | | | | |

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|-----------------------------------------|------|--------------------------------------------------------------------|--|--|--|--|
| 66.00 | pcs | PVC wye 4" | | | | |
| 22.00 | pcs | PVC wye 4" x 3" | | | | |
| 103.00 | pcs | PVC wye 4" x 2" | | | | |
| 5.00 | pcs | PVC tee 6" | | | | |
| 28.00 | pcs | PVC tee 4" | | | | |
| 115.00 | pcs | PVC tee 2" | | | | |
| 81.00 | pcs | PVC Clean Out Plug 4"Ø | | | | |
| 15.00 | pcs | PVC Clean Out Plug 2"Ø | | | | |
| 50.00 | pcs | PVC P-trap 2"Ø | | | | |
| 30.00 | pcs | PVC cement solvent | | | | |
| Catch basin | | | | | | |
| 6.00 | pcs | Catch basin 60(w) x 60(l) x 70cm(d) with steel grating | | | | |
| 20.00 | pcs | Catch basin 60(w) x 60(l) x 70cm(d) with perforated concrete cover | | | | |
| Septic Tank | | | | | | |
| 64.00 | bags | Portland cement | | | | |
| 8.00 | cum | Washed Sand, S1 | | | | |
| 2.00 | cum | Washed gravel (3/4) | | | | |
| 360.00 | pcs | Chb 6" | | | | |
| 170.00 | pcs | Chb 4" | | | | |
| 100.00 | pcs | 12 mm Ø x 6.0m DRSB (Grade 33) | | | | |
| 30.00 | pcs | 10 mm Ø x 6.0m DRSB (Grade 33) | | | | |
| 8.00 | kgs | #16 G.I. tie wire | | | | |
| sub-total XII (Plumbing works) : | | | | | | |

xiii. WATERPROOFING WORKS

| | | | | | | |
|-----------------------------------------------|-----|-----------------------------------|--|--|--|--|
| 171.00 | sqm | Cementitious waterproofing, 3 ply | | | | |
| 113.00 | cum | Washed Sand, S1 | | | | |
| 9.00 | cum | Washed gravel (3/4) | | | | |
| sub-total XIII (Waterproofing Works) : | | | | | | |

xiv. OTHERS

| | | | | | | |
|---------------------------------|-----|---------------------------------------------------------------------------------------|--|--|--|--|
| Signage | | | | | | |
| 1.00 | lot | Heavy duty sticker (white) "ATI-EXECUTIVE HOUSE" (swis 721 Blkout BT) | | | | |
| Training dormitory signage | | | | | | |
| 9.00 | sqm | Aluminum composite panel 4mm thk. w/ complete aluminum frame and sealant, silver gray | | | | |
| 1.00 | lot | Heavy duty sticker (white) "ATI-TRAINING DORMITORY" (swis 721 Blkout BT) | | | | |
| Wood plastic composite cladding | | | | | | |

| | | | | | | |
|-----------------------------------|------|-----------------------------------------------------------------------------------|--|--|--|--|
| 31.00 | sqm | Wood plastic composite wall cladding w/ complete aluminum framing and accessories | | | | |
| Landscaping | | | | | | |
| 37.00 | sqm | Landscape works | | | | |
| 9.00 | cum | Garden soil | | | | |
| 3.00 | pcs | Concrete stepping pad with pebble wash out finish (1.20x0.70m) | | | | |
| 12.00 | pcs | Concrete stepping pad with pebble wash out finish (1.20x0.35m) | | | | |
| Room signs | | | | | | |
| 18.00 | pcs | Stainless steel door number signs | | | | |
| Roller blinds including concealer | | | | | | |
| 1.00 | sets | 100 % black out combi roller blinds with concealer (6.0x2.80m) | | | | |
| 2.00 | sets | 100 % black out combi roller blinds with concealer (2.0x1.40m) | | | | |
| 1.00 | sets | 100 % black out combi roller blinds with concealer (1.90x1.40m) | | | | |
| 4.00 | sets | 100 % black out combi roller blinds with concealer (1.0x2.15m) | | | | |
| 4.00 | sets | 100 % black out combi roller blinds with concealer (1.45x1.15m) | | | | |
| 16.00 | sets | 100 % black out combi roller blinds with concealer (1.05x1.15m) | | | | |
| 14.00 | sets | 100 % black out combi roller blinds with concealer (0.70x0.65m) | | | | |
| 2.00 | sets | 100 % black out combi roller blinds with concealer (0.50x1.15m) | | | | |
| 11.00 | sets | 100 % black out combi roller blinds with concealer (0.50x0.60m) | | | | |
| 2.00 | sets | 100 % black out combi roller blinds with concealer (1.1x1.15m) | | | | |
| 2.00 | sets | 100 % black out combi roller blinds with concealer (0.75x1.15m) | | | | |
| 4.00 | sets | 100 % black out combi roller blinds with concealer (1.15x2.10m) | | | | |
| 1.00 | lot | Installation of roller blinds and its complete accessories | | | | |
| sub-total XIV (Others) : | | | | | | |

xv. SUPPLY, DELIVERY AND INSTALLATION OF DORMITORY AND STAFF HOUSE EQUIPMENT

| | | | |
|----------------------------------------------------------------------------------------------------------------|--|--|--|
| Supply, delivery and installation of Air-conditioning units (see technical specification for complete details) | | | |
|----------------------------------------------------------------------------------------------------------------|--|--|--|

| | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| 7.00 | unit | 1.0 HP Window type inverter aircon w/ full DC inverter, DC compressor, DC Fan Motor, DC inverter module | | | | |
| 13.00 | unit | 1.5 HP Window type inverter aircon w/ full DC inverter, DC compressor, DC Fan Motor, DC inverter module | | | | |
| 2.00 | unit | 2.0 HP Window type inverter aircon w/ full DC inverter, DC compressor, DC Fan Motor, DC inverter module | | | | |
| 1.00 | unit | 2.5 HP Window type inverter aircon w/ full DC inverter, DC compressor, DC Fan Motor, DC inverter module | | | | |
| 2.00 | unit | 3TR Ceiling mounted/suspended-inverter | | | | |
| 1.00 | lot | Roughing-ins of wiring, conduit, coil pipe, installation rubber tube , drain pipe, etc., provision of breaker and preon. Supply & fabrication of steel bracket | | | | |
| 1.00 | lot | Installation fee | | | | |
| 1.00 | lot | Testing fee | | | | |
| Supply, delivery and in stallation of Television and sound speaker system (see technical specification f or complete det ails) | | | | | | |
| 3.00 | sets | 4 K Ultra High Definition Television 43" | | | | |
| 3.00 | sets | TV wall mount bracket | | | | |
| 3.00 | sets | High definition digital satellite receiver full HD 1080 MPEG4 | | | | |
| 2.00 | sets | 5.1 C Blu-ray Home entertainment system | | | | |
| 1.00 | lot | Installation fee | | | | |
| sub-total XV (Equipment) : | | | | | | |

xvi. SUPPLY AND DELIVERY DORMITORY AND STAFF HOUSE FURNITURE

| | | | | | | |
|-------|------|--------------------------------------------------------------------------------------------------------|--|--|--|--|
| 5.00 | sets | Solid wood mahogany queen size bed frame in natural wood stain finish | | | | |
| 66.00 | sets | Solid wood mahogany single bed size frame in natural wood stain finish | | | | |
| 5.00 | sets | High quality queen size bed foam 6" thk. Semi-knitted fabric cover | | | | |
| 66.00 | sets | High quality single size bed foam 6" thk. Semi-knitted fabric cover | | | | |
| 13.00 | sets | Solid wood mahogany bedside table with drawer 50x50x45(h) cm in natural wood stain polyurethane finish | | | | |

| | | | | | | |
|------------------------------------|------|---------------------------------------------------------------------------------------------------------------|--|--|--|--|
| 5.00 | sets | Solid wood mahogany side table with drawer 50x50x70(h)cm in natural wood stain polyurethane finish | | | | |
| 3.00 | sets | 3 /4" thk. Laminated (oak) cabinet with 2-sliding door 40x75x100(h)cm | | | | |
| 1.00 | set | Solid wood mahogany 6-seater dining table and chair in natural wood stain polurethane finish | | | | |
| 4.00 | sets | 4-seater rattan sofa (beech) with 5" thk. foam linen/cloth cover and throw pillow | | | | |
| 4.00 | sets | 2-seater rattan sofa (beech) with 5" thk. foam linen/cloth cover and throw pillow | | | | |
| 4.00 | sets | Solid wood mahogany center table and chair 60x100x45(h)cm in natural | | | | |
| 2.00 | sets | Solid wood mahogany center table and chair 50x70x45(h)cm in natural wood | | | | |
| 1.00 | set | 3 /4" thk. Laminated (oak) table desk with drawer and cabinet 60x90x75(h) cm | | | | |
| 3.00 | sets | 3 /4" thk. Laminated (oak) tv rack with drawer and cabinet 60x90x75(h)cm | | | | |
| 2.00 | sets | 2-seater rattan round table (beech) with tempered glass table top | | | | |
| 3.00 | sets | Mid-back office chair with simple tilt-mechanism, lumbar support and fixed armrest | | | | |
| 4.00 | sets | Visitor chair with armrest, fabric seat, mesh back (wdh), metal spray powder base, pp with fiberglass armrest | | | | |
| 1.00 | set | Boltless industrial heavy duty shelving garage steel racking storage | | | | |
| 2.00 | set | Solid wood mahogany 4-seater dining table and chair in natural wood stain polurethane finish | | | | |
| sub-total XVI (Furniture) : | | | | | | |

SUMMARY OF COST :

| | | | |
|-----------------|-----|---------|---------|
| DIRECT COST | | Php | _____ - |
| Material Cost : | Php | _____ - | |
| Labor Cost : | Php | _____ - | |
| INDIRECT COST | | Php | _____ - |
| OCM(9%) | Php | _____ - | |
| Profit(8%) | Php | _____ - | |
| Tax (_ %) : | Php | _____ - | |

GRAND TOTAL PROJECT COST : PHP. _____ -

Section IX. Bidding Forms

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Bid Form

Date: _____

PHILGEPS REF. NO: **5748286**

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

- (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 ITB-ATI-CO-2018-09

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]

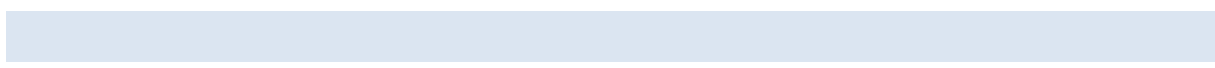
Affiant

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 _____.



Affidavit of Site Inspection

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

I, (Representative of the Bidder) , of legal age, (civil status) , Filipino and residing at (Address of the Representative) , under oath, hereby depose and say:

1. That I am the (Position in the Bidder) of the (Name of the Bidder) , with office at (Address of the Bidder) ;

2. That I have inspected the site for (Name of the Contract) , located at (location of the Contract) ;

3. That I am making this statement as part of the requirement for the Technical Proposal of the (Name of the Bidder) for (Name of the Contract) .

IN FAITH WHEREOF, I hereby affix my signature this _____ day of _____, 2018 at _____, Philippines.

AFFIANT

SUBSCRIBED AND SWORN TO before me this _____, day of _____ 2018, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

(Notary Public)

Until _____
PTR No. _____
Date _____
Place _____
TIN _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

ATI-BAC Checklist of Requirements

CONTRACT: REPAIR/REHABILITATION OF ATI DORMITORY AND STAFF HOUSE

PHILGEPS REF. NO. 5748286

APPROVED BUDGET FOR THE CONTRACT: PHP 40,000,000.00

PRE-BID CONFERENCE: 5 November 2018, 11:00 AM, ATI Conference Room 1, 2nd Floor, ATI Central Office

DEADLINE FOR SUBMISSION OF BID DOCUMENTS: 16 November 2018, 10:00 AM, ATI Conference Room 1, 2nd Floor, ATI Central Office

DATE/TIME/VENUE OF BID OPENING: 16 November 2018, 11:00 AM, ATI Conference Room 1, 2nd Floor, ATI Central Office

ELIGIBILITY AND TECHNICAL ENVELOPE

ELIGIBILITY DOCUMENTS:

- PhilGEPS Certificate of Registration and Membership**
- Statement of all its on-going and completed 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**
- Statement of Single Largest Completed Contract (SLCC)**
- Valid PCAB License and Registration for the type and cost of the contract for this Project: at least Size Range: "Medium A", License Category "B"**
- Net Financial Contracting Capacity (NFCC)**
- Valid Joint Venture Agreement (JVA), if applicable.**
- Affidavit of Site Inspection**

TECHNICAL:

- Bid Security: (In accordance with the Instruction to Bidders)**

PROJECT REQUIREMENTS:

- Organizational Chart for the Contract to be bid**
- List of Contractor's Personnel**
- List of Contractor's Major Equipment Units**
- Omnibus Sworn Statement re: Bidder's Responsibilities**

FINANCIAL ENVELOPE

- Financial Bid Form** (Please see copy of Financial Bid Form in Section VIII: Bidding Forms)
- Bid Prices in the Bill of Quantities**
- 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
- Cash Flow by Quarter or Payment Schedule**

