

PHILIPPINE BIDDING DOCUMENTS

Government of the Republic of the Philippines

RENOVATION OF BOQ OFFICES AT NAIA 1, 2 & 3

for the

Bureau of Quarantine (BOQ)

PUBLIC BIDDING NO. 19-157-5

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Section I. Invitation to Bid

Invitation to Bid
for the
RENOVATION OF BOQ OFFICES AT NAIA 1,2,3
FOR THE BUREAU OF QUARANTINE

PUBLIC BIDDING NO. 19-157-5

1. The **Bureau of Quarantine** through the *Procurement Service*, through the *General Appropriations Act for FY 2013, 2015 and 2017* intends to apply the sum of **Seven Million Four Hundred Twenty Four Thousand Pesos (Php 7,424,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **RENOVATION OF BOQ OFFICES AT NAIA 1, 2, 3 for the Bureau of Quarantine (BOQ)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Procurement Service* now invites bids for:

Qty	Item / Description	Approved Budget for the contract	Delivery Period
1 Lot	RENOVATION OF BOQ OFFICE AT NAIA 1	₱ 7,424,000.00	The Intended Completion Date is within One Hundred Twenty (120) Calendar Days as reflected in the Notice to Proceed.
	RENOVATION OF BOQ OFFICE AT NAIA 2		
	RENOVATION OF BOQ OFFICE AT NAIA 3		

Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in 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 *Procurement Service* and inspect the Bidding Documents at the address given below from 8:00 AM to 5:00PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders from the address below and upon payment of Bidding Documents in the amount as follows:

Qty	Item / Description	Amount of Bid Documents
1 Lot	RENOVATION OF BOQ OFFICE AT NAIA 1	₱ 1,000.00
	RENOVATION OF BOQ OFFICE AT NAIA 2	
	RENOVATION OF BOQ OFFICE AT NAIA 3	

The schedule of bidding activities is as follows:

ACTIVITIES	SCHEDULE	VENUE
Posting of Invitation to Bid	May 8, 2019	www.philgeps.gov.ph www.ps-philgeps.gov.ph
Issuance and Availability of Bid Documents	May 8, 2019	PS-DBM, CRISTOBAL ST., PACO, MANILA
Pre-Bid Conference	May 15, 2019; 1:00 PM	PS-DBM, CRISTOBAL ST., PACO, MANILA
Request for Clarification	May 17, 2019	PS-DBM, CRISTOBAL ST., PACO, MANILA
Issuance of Supplemental Bid Bulletin	May 22, 2019	www.philgeps.gov.ph www.ps-philgeps.gov.ph
Deadline of Submission and Opening of Bids	May 29, 2019; 10:00 AM	PS-DBM, CRISTOBAL ST., PACO, MANILA

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 PROCUREMENT SERVICE will hold a Pre-Bid Conference on **May 15, 2019; 1:00 PM** which shall be open to all interested parties

7. Bids must be duly received by the Procurement Division **V (PDV)** of the Procurement Service at the address below on or before **May 29, 2019; 10:00 AM**. 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 conducted on **May 29, 2019; 10:00 AM** at the Bidding Room, Conference Room, Procurement Service, Cristobal St., Paco, Manila. Bids will be opened in the presence of the Bidders' representatives who choose to attend the opening. **Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall also be rejected.**

8. The *Procurement Service* 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:

*PROCUREMENT SERVICE
RR Road, Cristobal St., Paco, Manila
689-7750
pd5@ps-philgeps.gov.ph*

WEBSTER M. LAUREÑANA

Chairperson
Bids and Awards Committee V

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 34.

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:
- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
 - (b) If the Bidder is a partnership, to all its officers and members;

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

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

5. Eligible Bidders

5.1. Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this Bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines.
- (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino ownership or interest is less than seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

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. 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.

(a) 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**.

(b) 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 12.1(b)(iii).

- 6.2. The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 10.4.
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

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

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

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

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the;

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

- 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:

(a) Eligibility Documents –

Class “A” Documents

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR;
- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

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

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

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

(ii.10) percentages of planned and actual accomplishments, if applicable; and

(ii.11) value of outstanding works, if applicable.

The statement of the Bidder's SLCC shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System(CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted;

(iii) Unless otherwise provided in the **BDS**, a valid special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project; and

(iv) NFCC computation in accordance with ITB Clause 5.5.

Class "B" Documents

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

(b) Technical Documents –

(i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:

(i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank;or

(i.2) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instruments.

(ii) Project Requirements, which shall include the following:

(ii.1) Organizational chart for the contract to be bid;

(ii.2) List of contractor's personnel (*e.g.*,Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data. These personnel must meet the required minimum years of experience set in the **BDS**; and

(ii.3) List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of

availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, which must meet the minimum requirements for the contract set in the **BDS**; and

- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section 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:

- (a) Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with **ITB** Clauses 15.1 and 15.3; and
- (b) Any other document related to the financial component of the bid as stated in the **BDS**.

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 48. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may

be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

- 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.	Two percent (2%)

<p><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></p>	
<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 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></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; and/or</p>	<p>Five percent (5%)</p>

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:

- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 27.3(b);
 - (iii) has a finding against the veracity of the required documents submitted in accordance with **ITB** Clause 28.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or

- (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
 - (i) fails to sign the contract in accordance with **ITB** Clause31;
 - (ii) fails to furnish performance security in accordance with **ITB** Clause32.

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:
- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 20.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 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 12.1(a)(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:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

- (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 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:
- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 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:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOPas 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:
- (a) No bids are received;
 - (b) All prospective Bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements, fail post-qualification; or

- (d) The Bidder with the LCRB refuses, without justifiable cause, to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

30. Contract Award

- 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:
 - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder; or
 - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a pre-condition to the Award;
 - (b) Posting of the performance security in accordance with **ITB** Clause 32;
 - (c) Signing of the contract as provided in **ITB** Clause 31; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31. Signing of the Contract

- 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:
- (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning Bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (d) Performance Security;
 - (e) Notice of Award of Contract; and
 - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

32. Performance Security

- 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)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><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></p>	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 <i>Procurement Service (PS)</i>.</p> <p>The name of the Contract is RENOVATION OF BOQ OFFICES AT NAIA 1, 2, 3 for the Bureau of Quarantine (BOQ).</p> <p>The identification number of the Contract is PUBLIC BIDDING NO. 19-157-5.</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through the <i>General Appropriations Act for 2013, 2015 AND 2017</i> in the amount of Seven Million Four Hundred Twenty Four Thousand Pesos (Php 7,424,000.00).</p> <p>The name of the Project is RENOVATION OF BOQ OFFICES AT NAIA 1, 2, 3 for the Bureau of Quarantine (BOQ).</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)	<p>For this purpose, similar contracts shall refer to Building or Industrial Plant with a contract amount of at least Three Million Seven Hundred Twelve Thousand Pesos (Php3,712,000.00).</p> <p>Adjusted contract price must be supported by the bidder's computation.</p> <p>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.</p>
8.1	Subcontracting is not allowed.
8.2	Not applicable.

9.1	<p>The Procuring Entity will hold a pre-bid conference for this Project on May 15, 2019; 1:00 PM at</p> <p>Procurement Service Bids and Awards Committee V 2nd Floor, PS Complex, RR Road Cristobal St., Paco, Manila</p>
10.1	<p>Clarifications should be sent to:</p> <p>PROCUREMENT SERVICE - DBM Bids and Awards Committee V R.R. Road, Cristobal St., Paco, Manila Telephone No: 689-7750 pd5@ps-philgeps.gov.ph</p>
10.4	No further instructions.
12.1	No further instructions.
12.1 (a) (i)	<p>The valid PhilGEPS Certificate of Registration (Platinum Membership) shall reflect the updated eligibility documents. Should the Annex A of said Certificate reflects not updated documents, the bidder shall submit, together with the Certificate certified true copies of the updated documents.</p> <p>Notwithstanding the above requirements, the bidder may opt to submit the following eligibility documents in lieu of the submission of the PhilGEPS Certificate of Registration (Platinum Membership):</p> <ul style="list-style-type: none"> a. Business Registration; b. 2019 Mayor's Permit; c. Audited Financial Statement for year 2018; d. Valid and current Tax Clearance; and e. Valid and Applicable PCAB License <p>In the latter case, the bidder shall submit a valid PhilGEPS Registration Certificate as part of post-qualification documents.</p>
12.1 (a) (ii)	<p>Bidders must also submit the following:</p> <ol style="list-style-type: none"> Duly signed Statement of all Ongoing Government & Private Construction Contracts including contracts awarded but not yet started. <p><i>The supporting documents stated in the said form shall be submitted during post-qualification evaluation</i></p> <ol style="list-style-type: none"> Duly signed Statement showing the bidder's Single Largest Completed Contract which is similar in nature. <p><i>The supporting documents stated in the said form shall form part of the</i></p>

	<i>Technical Eligibility requirements.</i> See sample forms under Section IX. Bidding Forms.															
12.1(a)(iii)	The minimum PCAB Registration required for this project is Small B, for Building or Industrial Plant															
12.1(b)(ii.2)	<div>The minimum work experience requirements for key personnel are the following:<table><tr><th><i>Key Personnel</i></th><th><i>Minimum Years of Relevant Experience</i></th><th><i>Quantity</i></th></tr><tr><td>Project Manager (Architect or Civil Engineer)</td><td>5</td><td>1</td></tr><tr><td>Registered Electrical Engineer or Master Electrician</td><td>3</td><td>1</td></tr><tr><td>Safety Officer (DOLE Accredited)</td><td>3</td><td>1</td></tr><tr><td>Construction Foreman</td><td>5</td><td>1</td></tr></table><div>Relevant Experience with respect to the projects as defined under BDS Clause 5.4 (b). See sample forms under Section IX. Bidding Forms.</div></div>	<i>Key Personnel</i>	<i>Minimum Years of Relevant Experience</i>	<i>Quantity</i>	Project Manager (Architect or Civil Engineer)	5	1	Registered Electrical Engineer or Master Electrician	3	1	Safety Officer (DOLE Accredited)	3	1	Construction Foreman	5	1
<i>Key Personnel</i>	<i>Minimum Years of Relevant Experience</i>	<i>Quantity</i>														
Project Manager (Architect or Civil Engineer)	5	1														
Registered Electrical Engineer or Master Electrician	3	1														
Safety Officer (DOLE Accredited)	3	1														
Construction Foreman	5	1														
12.1(b)(ii.3)	No additional Requirements															
13.1	No additional Requirements															
13.1(b)	<div>This shall include all of the following documents:<div>1. Bid Prices in the bill of quantities in the prescribed form.</div><div>2. Detailed estimates (In the unit price analysis, VAT shall be 12% of the sum of Direct Costs & Total Mark-Up). Including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and</div><div>3. Cash flow by quarter and payment schedules.</div></div>															
13.2	The ABC is Seven Million Four Hundred Twenty Four Thousand Pesos(P 7,424,000.00) . Any bid with a financial component exceeding this amount shall not be accepted.															
14.2	No further instruction.															
15.4	No further instruction.															
16.1	The bid prices shall be quoted in Philippine Pesos.															

16.3	No further instructions.
17.1	The Bid Security shall be valid for <i>One Hundred Twenty (120) Calendar Days</i> from the date of opening of bids.
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of One Hundred Forty Eight Thousand Four Hundred Eighty Pesos (P 148,480.00), if bid security is in form of cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of Three Hundred Seventy One Thousand Two Hundred Pesos (P 371,200.00), if bid security is in form of Surety Bond; <p>The Bid Security in the form of cashier's/manager's check shall be payable to <i>The Procurement Service – Department of Budget and Management.</i></p>
18.2	The Bid Security shall be valid for <i>One Hundred Twenty (120) Calendar Days</i> from the date of opening of bids.
20.3	<p>Each Bidder shall submit One (1) original and One (1) copy of the first and second components of its bid.</p> <p>The duplicate- <i>i.e. copy 1</i>, must include the same documents as that of the original set of documents. In case, however, a bidder opts to submit cash as bid security, copy 1 need not contain photocopies of the same.</p>
21	<p>The address for submission of bids is:</p> <p><i>Procurement Service Bids and Awards Committee V 2nd Floor, PS Complex, RR Road Cristobal St., Paco, Manila</i></p> <p>The deadline for submission of bids is on May 29, 2019; 10:00 AM.</p>
24.1	<p>The place of bid opening is:</p> <p><i>PS Conference Room 2nd Floor, PS Complex, RR Road Cristobal St., Paco, Manila</i></p> <p>The bid opening will be held immediately after the deadline of submission of bids.</p> <p>During the opening of bids only the authorized representative shall be allowed to assist in the opening of bids. In case the authorized representative is not present, any representative of the authorized representative may be allowed to assist in the opening of bids provided that a separate written</p>

	authorization from the authorized representative shall be presented for the purpose. Provided that the authorized representative is duly authorized to issue such further authority and the same is reflected in the Board Resolution and/or Secretary's Certificate.
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	<p>No licenses and permits required.</p> <p>For purposes of Post-qualification the following document(s) shall be required to be submitted within five (5) calendar days from receipt of notice from the BAC:</p> <ol style="list-style-type: none"> 1. Income Tax Returns for year 2018 (BIR Form 1701 or 1702); 2. Latest Value Added Tax Returns (Form 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering the months of November, December 2018 and January, February March, April 2019. <p>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (eFPS).</p> <ol style="list-style-type: none"> 3. Proof of Ongoing and Awarded Contracts but not yet started contracts as identified in the Statement of All Ongoing Government & Private Contracts, which shall include the following: <ol style="list-style-type: none"> a. Notice to Proceed or equivalent; and/or b. Certificate of accomplishments signed by the Owner or Owner's Project Engineer or in case the project was just awarded or still in the mobilization stage, a certification in lieu of the certificate of accomplishment signed by the Owner or Owner's Project Engineer should be submitted. 4. Valid and updated PhilGEPS Certificate of Registration (Platinum Membership), if bidder opted to submit the eligibility documents under the Certificate during opening of bids. <p><i>N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.</i></p>

31.4(f)	<p>The following documents shall be submitted by the winning bidder within <i>ten (10) calendar days</i> from receipt of the Notice of Award (NOA):</p> <ul style="list-style-type: none"> a) Construction Schedule and S-curve; b) Manpower Schedule; c) Construction Methods; d) Construction Safety and Health Program approved by the Department of Labor and Employment, evidence of submission as received by DOLE is acceptable). f) Program Evaluation and Review Technique (PERT)/Critical Path Method (CPM).
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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 21.
- 1.2. **Bill of Quantities** refers to a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.
- 1.3. The **Completion Date** is the date of completion of the Works as certified by the Procuring Entity's Representative, in accordance with **GCC** Clause 49.
- 1.4. The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works.
- 1.5. The **Contract Effectivity Date** is the date of signing of the Contract. However, the contractor shall commence execution of the Works on the Start Date as defined in **GCC** Clause 1.28.
- 1.6. The **Contract Price** is the price stated in the Notice of Award and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract
- 1.7. **Contract Time Extension** is the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.
- 1.8. The **Contractor** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.
- 1.9. The **Contractor's Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.10. **Days** are calendar days; months are calendar months.
- 1.11. **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**.

2. Interpretation

- 2.1. 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.
- 2.2. 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).
- 2.3. 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.

3. Governing Language and Law

- 3.1. 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.
- 3.2. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4. Communications

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

5. Possession of Site

- 5.1. 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.
- 5.2. If possession of a portion is not given by the date stated in the SCC Clause 5.1, 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 47.
- 5.3. 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.
- 5.4. 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.

6. The Contractor's Obligations

- 6.1. 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.
- 6.2. 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.
- 6.3. The Contractor shall be responsible for the safety of all activities on the Site.
- 6.4. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
- 6.5. 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.
- 6.6. 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.
- 6.7. 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.
- 6.8. 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.
- 6.9. 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.
- 6.10. 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.

7. Performance Security

- 7.1. 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.

- 7.2. 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.
- 7.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 7.4. 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**.
- 7.5. 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.
- 7.6. 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.
- 7.7. 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.

8. Subcontracting

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

- 8.2. 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.
- 8.3. 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.

9. Liquidated Damages

- 9.1. 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.
- 9.2. 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.

10. Site Investigation Reports

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

11. The Procuring Entity, Licenses and Permits

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

12. Contractor's Risk and Warranty Security

- 12.1. 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.

- 12.2. 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.
- 12.3. 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.
- 12.4. 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:
 - (a) Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
 - (b) Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
 - (c) Procuring Entity’s Representatives/Project Manager/Construction Managers and Supervisors – The project owner’s representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;
 - (d) Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in

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

- (e) Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.

12.5. 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.

12.6. 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
(a) Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Five Percent (5%)
(b) Bank guarantee confirmed by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Ten Percent (10%)
(c) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission	Thirty Percent (30%)

12.7. 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.

12.8. In case of structural defects/failure occurring during the applicable warranty period provided in **GCC** Clause 12.5, 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.

13. Liability of the Contractor

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

14. Procuring Entity's Risk

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

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

15. Insurance

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

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

15.2. 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.

15.3. 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.

- 15.4. 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.
- 15.5. 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 40 until the Contractor complies with this Clause.
- 15.6. 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:
 - (a) The issuer of the insurance policy to be replaced has:
 - (i) become bankrupt;
 - (ii) been placed under receivership or under a management committee;
 - (iii) been sued for suspension of payment; or
 - (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
 - (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

16. Termination for Default of Contractor

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

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

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

16.2. 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.

17. Termination for Default of Procuring Entity

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

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

18. Termination for Other Causes

18.1. 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.

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

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

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

- (i) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1(a), unless otherwise specified in the SCC;
 - (ii) drawing up or using forged documents;
 - (iii) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (iv) any other act analogous to the foregoing.
- 18.4. 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.
- 18.5. 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 18.3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.
- 18.6. 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.

19. Procedures for Termination of Contracts

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

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

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract;
- (d) The Procuring Entity may, at anytime before receipt of the Contractor's verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

19.2. 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:

- (a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP");
- (b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
 - (i) Employment of competent technical personnel, competent engineers and/or work supervisors;

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

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

20. Force Majeure, Release From Performance

- 20.1. 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.

- 20.2. 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.
- 20.3. 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.
- 20.4. 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:
- (a) any sum to which the Contractor is entitled under **GCC** Clause 28;
 - (b) the cost of his suspension and demobilization;
 - (c) any sum to which the Procuring Entity is entitled.
- 20.5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

21. Resolution of Disputes

- 21.1. 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.
- 21.2. 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.
- 21.3. 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.

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

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

- (a) The Procuring Entity is obligated to notify the Contractor of such suspension within seven (7) days of having received the suspension notice.
- (b) If the Contractor has not received sums due it for work already done within forty five (45) days from the time the Contractor's claim for payment has been certified by the Procuring Entity's Representative, the Contractor may immediately issue a suspension of work notice in accordance with GCC Clause 45.2.

23. Procuring Entity's Representative's Decisions

- 23.1. 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.
- 23.2. 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.

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

- 24.1. 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.
- 24.2. The Contractor shall be responsible for design of Temporary Works.
- 24.3. The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 24.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

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

- 25.1. 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.

- 25.2. 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.

26. Extension of the Intended Completion Date

- 26.1. 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.
- 26.2. 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.

27. Right to Vary

- 27.1. 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.
- 27.2. Variations shall be valued as follows:
- (a) At a lump sum price agreed between the parties;
 - (b) where appropriate, at rates in this Contract;
 - (c) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
 - (d) at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the HoPE.

28. Contractor's Right to Claim

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

29. Dayworks

- 29.1. Subject to **GCC** Clause 43 on Variation Order, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's bid shall be used for small additional amounts of work only when the Procuring Entity's Representative

has given written instructions in advance for additional work to be paid for in that way.

- 29.2. 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.
- 29.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. Early Warning

- 30.1. 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.
- 30.2. 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.

31. Program of Work

- 31.1. 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.
- 31.2. 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.
- 31.3. 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.
- 31.4. 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.

- 31.5. 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.
- 31.6. All Variations shall be included in updated Program of Work produced by the Contractor.

32. Management Conferences

- 32.1. 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.
- 32.2. 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.

33. Bill of Quantities

- 33.1. The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.
- 33.2. 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.
- 33.3. 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.
- 33.4. 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.

34. Instructions, Inspections and Audits

- 34.1. 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.
- 34.2. 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.

- 34.3. 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.

35. Identifying Defects

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

36. Cost of Repairs

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

37. Correction of Defects

- 37.1. 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.
- 37.2. 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.
- 37.3. The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.
- 37.4. 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.

38. Uncorrected Defects

- 38.1. 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.

- 38.2. 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.

39. Advance Payment

- 39.1. 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.
- 39.2. 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.
- 39.3. 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.
- 39.4. The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
- 39.5. 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 39.1.

40. Progress Payments

- 40.1. 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.
- 40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
- (a) Cumulative value of the work previously certified and paid for.
 - (b) Portion of the advance payment to be recouped for the month.
 - (c) Retention money in accordance with the condition of contract.
 - (d) Amount to cover third party liabilities.
 - (e) Amount to cover uncorrected discovered defects in the works.
- 40.3. Payments shall be adjusted by deducting there from the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight

(28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.

- 40.4. 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.
- 40.5. 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.

41. Payment Certificates

- 41.1. 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.
- 41.2. The Procuring Entity's Representative shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 41.3. The value of Work executed shall:
 - (a) be determined by the Procuring Entity's Representative;
 - (b) comprise the value of the quantities of the items in the Bill of Quantities completed; and
 - (c) include the valuations of approved variations.
- 41.4. 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.

42. Retention

- 42.1. 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 GCCSub-Clause 42.2.
- 42.2. 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.
- 42.3. 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.

- 42.4. 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.

43. Variation Orders

- 43.1. 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.
- 43.2. A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.
- 43.3. 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.
- 43.4. 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%).

43.5. 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:

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

44. Contract Completion

Once the project reaches an accomplishment of ninety five (95%) of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining

Works, Work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

45. Suspension of Work

- 45.1. 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.
- 45.2. 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:
- (a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
 - (b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
 - (c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
 - (d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
 - (e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.
- 45.3. 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.

46. Payment on Termination

- 46.1. 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.
- 46.2. 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.
- 46.3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- 46.4. If the Contractor has terminated the Contract under GCC Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

47. Extension of Contract Time

- 47.1. 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.
- 47.2. 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.
- 47.3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 47.4. 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.

- 47.5. 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.

48. Price Adjustment

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

49. Completion

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

50. Taking Over

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

51. Operating and Maintenance Manuals

- 51.1. If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.
- 51.2. 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 within One Hundred Twenty (120) <i>Calendar Days as reflected in the Notice to Proceed.</i>								
1.22	<p>The Procuring Entity is:</p> <p>Procurement Service PS Complex, RR Road, Cristobal Street Paco, Manila</p>								
1.23	The Procuring Entity’s Representative is BOQ’s Authorized Representatives (Architect/Engineer-in-charge).								
1.24	<p>The Site is located as follows:</p> <table><tr><th>Qty</th><th>Item / Description</th><th>Location</th></tr><tr><td rowspan="3">1 Lot</td><td>RENOVATION OF BOQ OFFICE AT NAIA 1</td><td rowspan="3">NAIA TERMINAL 1, 2 & 3, Pasay City</td></tr><tr><td>RENOVATION OF BOQ OFFICE AT NAIA 2</td></tr><tr><td>RENOVATION OF BOQ OFFICE AT NAIA 3</td></tr></table>	Qty	Item / Description	Location	1 Lot	RENOVATION OF BOQ OFFICE AT NAIA 1	NAIA TERMINAL 1, 2 & 3, Pasay City	RENOVATION OF BOQ OFFICE AT NAIA 2	RENOVATION OF BOQ OFFICE AT NAIA 3
Qty	Item / Description	Location							
1 Lot	RENOVATION OF BOQ OFFICE AT NAIA 1	NAIA TERMINAL 1, 2 & 3, Pasay City							
	RENOVATION OF BOQ OFFICE AT NAIA 2								
	RENOVATION OF BOQ OFFICE AT NAIA 3								
1.28	The Start Date is <i>the effective date indicated in the Notice to Proceed.</i>								
1.31	RENOVATION OF BOQ OFFICES AT NAIA 1, 2, 3 for the Bureau of Quarantine (BOQ).								
2.2	No further instructions.								
5.1	<p>Schedule of Construction</p> <p>Construction hours are from 6:00pm until 6:00 am. However, a 24 hour construction schedule may be allowed upon securing the proper clearance from the MIAA.</p> <p>Should there be construction by tenant or building occupant when the building is operational; the following schedule shall be followed:</p> <p>Anytime: minor carpentry works, masonry, laying of electrical circuits</p> <p>Non-operating hours (to be cleared with MIAA): major carpentry work (heavy hammering, etc.), demolition, spray painting, welding, electrical testing, sanding, all other works that disturb operations of adjacent</p>								

	spaces and which endanger the safety of the building and its occupants <i>Source: Section C NAIA 3 Tenant Construction Guidelines, Tenant’s Manual, MIAA</i>				
6.5	<p>The Contractor shall employ the following Key Personnel:</p> <table><tr><td>Project Manager (Architect or Civil Engineer)</td></tr><tr><td>Registered Electrical Engineer or Master Electrician</td></tr><tr><td>Safety Officer (DOLE accredited)</td></tr><tr><td>Construction Foreman</td></tr></table>	Project Manager (Architect or Civil Engineer)	Registered Electrical Engineer or Master Electrician	Safety Officer (DOLE accredited)	Construction Foreman
Project Manager (Architect or Civil Engineer)					
Registered Electrical Engineer or Master Electrician					
Safety Officer (DOLE accredited)					
Construction Foreman					
7.4(c)	No further instructions.				
7.7	No further instructions.				
8.1	No further instructions.				
10	The site investigation reports are: Not Applicable .				
12.3	No further instructions.				
12.5	Not Applicable .				
13	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.				
15	<p>Contractor’s All Risk Insurance (CARI)</p> <p>Shall be submitted by the contractor as part of the requirements for contract facilitation.</p>				
18.3(h)(i)	No further instructions.				
21.2	<p>The Arbiter is:</p> <p>Construction Industry Arbitration Commission 2/F & 5/F, Executive Center Bldg. 369 Gil Puyat Ave., cor. Makati Ave., Makati City Tel. Nos.: (+632) 895.4424 / 895.6826 Fax No.: (+632) 897.9336 E-mail: ciapdti@yahoo.com</p>				
29.1	No further instruction				
31.1	The contractor shall submit the Program of Work to the Procuring Entity’s Representative within <i>ten (10) calendar days</i> from acceptance of Notice of Award.				
31.3	<p>The period between Program of Work updates is 14 days (bi-weekly)</p> <p>The amount to be withheld for late submission of an updated Program of</p>				

	Work is 5% of the contract amount.
34.3	The Funding Source is the <i>Government of the Philippines</i> .
39.1	The amount of the advance payment is <i>fifteen percent (15%) of the Contract Price, which shall be given to the Contractor not later than fifteen (15) calendar days from receipt of the Contractor's request, subject to the requirements under GCC Clause 39.2.</i>
40.1	No further instructions.
51.1	The date by which operating and maintenance manuals are required is <i>[N/A]</i> .
51.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is 5% of the contract amount.

Section VI. Specifications

Name of Project : **RENOVATION OF BOQ OFFICE AT NAIA 1**
Location : Arrival Side NAIA Terminal 1 – Pasay City
Duration : Ninety (90) Calendar Days
Source of Fund : **2013, 2015 AND 2017 GAA Locally Funded Project**

SCOPE OF WORK

1 GENERAL REQUIREMENTS

1.1 Scope of Works

1.1.1 The Project covers the following:

- a) Interior Construction of Quarantine Office and Quarters-
Complete Architectural Interior works

1.1.2 Furnish all permits and licenses for the construction, labor, materials, equipment, tools and other facilities to complete the entire works including all work necessary and render ready for use the Quarantine Office and Quarters at NAIA Terminal 1 in accordance with the plans and specifications and other contract documents.

1.2 Workmanship

1.2.1 Skilled and competent workers who regularly engage or specialize in the type of work specified shall do the work.

1.2.2 Workmanship at all phases of work shall be of the very best of trade.

1.3 Inspection of Site

1.3.1 Inspect site premises and all its conditions. Consider all conditions that may directly or indirectly affect work.

1.3.2 Measure any existing work and verify all given dimensions.

1.3.3 Notify the Architect/Engineer-In-Charge with any discrepancies.

1.4 Protection of Work and Property

1.4.1 Provide watchmen to guard the site and its premises throughout the duration of the project including during work suspension and time extensions.

1.4.2 Replace work damaged by failure to provide protections, without cost to the Owner.

1.5 Safety Requirements

1.5.1 Enforce standard safety procedures throughout the contract period.

1.5.2 Workers must be in proper safety attire/uniform for the duration of the project.

1.5.3 First aid kits must be available at the site at all times.

1.6 Close-out

- 1.6.1 Cleaning and hauling of debris
- 1.6.2 All demolished/removed materials that are still usable will not be allowed to be used and shall be properly stocked, inventoried and turned over to in writing to the owner/end-user.
- 1.6.3 The Contractor shall at all-time keep the premises free from the accumulation of waste or rubbish, caused by his subordinates or work. Upon completion of each item of work, they shall remove all rubbish materials from and within the site including all his tools, scaffoldings and surplus materials. The Contractor shall leave his work "Broom and Cleaned".
- 1.6.4 Submit as-built plans signed and sealed by the concerned trade professionals in one (1) set reproducible copy and three (3) sets blueprinted copies. Also include electronic copy of the plans.
- 1.6.5 Leave premises clean, neat, and orderly. Remove stains, spots, blemishes, and other dirt from the finished work.

1.7 Project Coordination and Supervision

- 1.7.1 The Contractor is responsible in coordinating the various parts of the trades of work including approved sub-contracted work.
- 1.7.2 The Contractor must employ competent professionals to oversee the construction work.

1.8 Submittals

- 1.8.1 A list of materials and finishes sample for submittal will be provided.
- 1.8.2 Provide schedule of submittals for approval of Architect/Engineer-In-Charge.
- 1.8.3 Submit for approval the following:
 - a. Materials for testing
 - b. Shop drawings for all work requiring fabrication.
 - c. Mock-up of fabricated items
 - d. Material/finishing sample so specified with corresponding information as to the color, size, make and other pertinent data as outlined in the Technical Specifications.
 - e. Materials/Finishes not approved should not be installed

2 TEMPORARY FACILITIES

2.1 Temporary Facilities shall include but not limited to the following items:

- 0.0.1 Site/Field Office - shall be located within the lot allocated for the Bureau of Quarantine Isolation/Holding Facility located at NAIA Complex, MIAA Road, Pasay City. There shall be only one (1) site/field office for the three projects. The field office shall be provided with at least (2) office tables, (6) chairs, one

(1) whiteboard, filing cabinet, shelves for plans and office supplies, including ventilation systems.

- 0.0.2 Provision of board up/perimeter fence using 6mm thk. Ordinary Plywood on 2x2x12' and 2x4x4' wood nailers with blue sacks to seal the construction area. Provide also a temporary signage using the Department of Health and Bureau of Quarantine logoprinted on a tarpaulin mounted on the board up.

Department of Health Logo	Bureau of Quarantine Logo

- 0.0.3 Workshops, warehouse, stockpile areas and storage for materials, equipment, spares, shall be located at (location) designated by MIAA and Architect/Engineer-in-Charge. There shall only be one warehouse/storage area for the three projects. And it shall in no way pose as a hazard to the premises.
- 0.0.4 Workforce facilities including potable water supply, electrical power requirements, refuse collection, first aid, sanitation facilities.

3 PRE-CONSTRUCTION WORKS

3.1 Removal Works

- 3.1.1 Dismantle existing drywall partitions affected by the renovation works.
- 3.1.2 Dismantle existing ceiling, where indicated on the plan. See Electrical Plan for ceiling boards to be replaced.
- 3.1.3 Surface preparation of interior walls for re-painting
- 3.1.4 Unless otherwise specified by the End-User, disposal of debris and other excess materials which is of no value to the End-User shall be done by the Contractor.
- 3.1.5 Protect from damage existing utility lines within the renovation area and adjoining areas. Any existing utility line that will be damaged shall be repaired by the Contractor and utility lines which will be affected by the construction implementation shall be relocated without extra cost to the End-User. Relocate and restore utilities affected by the construction.
- 3.1.6 Protect all salvaged materials. They shall be the property of the End-User, and the Contractor shall not appropriate any of it. The Contractor shall be

responsible for the salvaged materials until the completion of construction unless removed by the End-User.

- 3.1.7 Pile neatly all salvaged materials of value in a location designated by MIAA and Architect/Engineer-in-Charge without extra compensation. Haul and dispose of unnecessary materials and debris at site.

3.2 Layout, Markings, and Elevations

- 3.2.1 Indicate layout of walls; and establish floor elevations with corresponding markings for approval by the Architect/Engineer-In-Charge before any work.
- 3.2.2 Verify actual floor area dimensions at site. Contractor shall snap chalklines at site for Architect's and End-Users approval prior to any construction.

4 ARCHITECTURAL WORKS

4.1 Assemblies – Modular Drywall Partition

- 4.1.1 Provide and install high standard modular partitions using full laminated plywood with doors, complete with all necessary hardware, accessories, and fasteners.
- 4.1.2 Check and verify measurement at site prior to fabrication to insure proper fit and installation.
- 4.1.3 All modular partitions shall be installed at locations as shown on the plan.
- 4.1.4 Provide new glass partition at the entrance using 12mm thk. x 1170mm W x 2340mm H Fixed Tempered Glass on 70mm x 150mm thk. Aluminum Framing.
- 4.1.5 Follow plans and specifications.

4.2 Finishes

4.2.1 Floor Finishes

- a) Provide 3mm x 150 x 900mm vinyl tile at areas designated on plan. Apply floor pattern.
- b) Provide zinc angle inserts at the entrance of the office. Butt both floor finishes to the zinc angle.
- c) Align top of vinyl tile flooring with the existing flooring to maintain a flush transition.
- d) Provide additional works as necessary.

4.2.2 Painting Works

- a) Prepare all walls and apply colored semi-gloss latex anti-bacterial paint to all existing wall. Remove all loose or damage existing paint coat, and make good crack and damage interior wall. Apply 1 primer coat + 2 finish coats, including necessary platform and scaffolding. Color per approved by Architect/Engineer-In-Charge.
- b) Provide additional works as necessary.

- c) Follow manufacturer's instructions for painting process.

4.2.3 Miscellaneous

- a) Clean and realign existing ceiling boards according to the new electrical lighting layout.
- b) Provide additional works as necessary.

4.3 DOORS

- 4.3.1 Provide doors and windows with complete accessories as provided for in the Schedule of Doors.
- 4.3.2 All locksets shall be mortise, satin finish, German or US brand. Door closers and stoppers shall medium duty.
- 4.3.3 All doors and jamb must be leveled with at most 3mm tolerance along hinged side and 1.5mm for the other three sides for all door types.
- 4.3.4 Provide interior and exterior seals around frames connected to wall.
- 4.3.5 Provide mock-up samples for approval prior to fabrication.
- 4.3.6 Follow plans and specifications.

4.4 SPECIALTIES

4.4.1 Signage

- a) Furnish all labor, materials, testing, submittals, tools, and equipment necessary to furnish and install signage.
- b) Check and verify measurement at site prior to fabrication.
- c) Provide built up signage using acrylic pelmet with backlit letters and logo using LED lights with water proof power supply, and complete wiring system as per fit-out plan and manufacturer's specification.
- d) All signages shall be installed at locations as shown on the plan.

4.4.2 Furnishings

- a) Provide and install new cabinets with shelvings, doors, and all necessary accessories.
- b) Provide pieces of furniture.
- c) Check and verify measurement at site prior to fabrication to insure proper fit and installation.
- d) All cabinets and pieces of furniture shall be installed at locations as shown on the plan.

5 ELECTRICAL WORKS

5.1 Scope of Works

The work under this Contract shall consist of the furnishing of all materials, labor, tools and equipment and the satisfactory performance of all

works necessary to complete the project **“RENOVATION OF BOQ OFFICE AT NAIA 1”** ready for use and legal occupancy with strict conformity to the issued plans, specifications and other related contract documents. The principal items of work are enumerated below:

5.1.1 Electrical Works

- a) Seek approval, at all times from MIAA Representative regarding tapping of electrical works.
- b) Furnish and Installation of the following:
 - b.1 Lighting System
 - b.2 Power System
 - b.3 Wiring Devices
 - b.4 Roughing-in
 - b.5 Wires and Cables
 - b.6 Auxiliary System
 - b.7 Miscellaneous
- c) Provide electrical system as indicated in the electrical plans.
- d) Provide and install new Normal panel (75AT/100AF, 3P) and connect to electrical room at fourth floor.
- e) Provide and install new Emergency (20AT/50AF, 2P) for lighting & power and connect to nearest electrical room at second floor.
- f) Provide and install new metering devices for normal and emergency panel.
- g) Provide and tap all termination of auxiliary system, telephone system, LAN system, paging system, CATV system & CCTV system. Provide standalone smoke detectors.
- h) All works herein shall be directed and supervised by a duly Registered Electrical Engineer as enforced by the New Electrical Engineering Law or R.A.7920. He shall be on site to overlook the proper implementation of the project.
- i) Provide and install directories to all panelboard. Check and balance all power and lighting loads as to their respective circuit breaker assignments as indicated in the load schedule.
- j) Follow as per plan and the specifications and the scope of work to complete the project and render it to be operational.
- k) Furnish and install other supporting materials and equipment deem necessary to complete the project.
- l) Provide required and necessary documents such as Insulation Test to all wires and cables installed, as-built electrical plans and other as may be needed prior to testing and commissioning.
- m) Testing and commissioning.

5.1.2 Other Works

- a) Cleaning and Hauling Debris
- b) All demolished/removed materials that are still usable will not be allowed to be use and shall be properly stocked, inventoried and turned over to in writing to the owner/end-user.
- c) The Contractor shall take due care to protect existing structures which will be affected and unaffected by the work to be implemented.
- d) The Contractor shall at all times keep the premises free from the accumulation of waste or rubbish, cause by his subordinates or work. Upon completion of each item of work, they shall remove all rubbish materials from and within the site including all his tools, scaffoldings and surplus materials. The Contractor shall leave his work "Broom and Cleaned".

5.2 Verification of Existing Condition

The Contractor/Electrical Engineer in charge of the project shall EXAMINE THE SITE, VERIFY & INVESTIGATE THE EXISTING CONDITIONS that may affect the work during construction.

5.3 Permits and Approval

The CONTRACTOR shall obtain at his own expense all permits required by the Government Authorities. Work shall not be started unless the plans have been approved by said authorities and a valid wiring permit has been issued. Likewise, the CONTRACTOR shall secure from the utility power company their approval of the plans prior to start of the work.

All work done in violation of the above conditions shall be at the risk of subsequent rejection. The replacement of correction of such rejected work shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR shall obtain all necessary allowances, pay all royalties and the like, in connection with the use of any patented devices or systems and save the OWNER from any claim or lawsuit arising from such use.

5.4 Intent of the Contract Documents

The Engineering documents are complementary and what is called for one shall be as binding as if called for by all. The intent of the plans and technical specifications is to prescribe a complete work, which the Contractor shall undertake to do in full compliance with the Approved Documents. The Contractor shall perform all items of work covered and stipulated in the technical specifications on the issued plans.

It is not intended that the drawing shall show every details of all such items whether mentioned or not in the specifications shown or not in the plans. Such

items shall be furnished and installed if necessary to complete the items of work.

6 SAFETY MEASURES

- 6.1** It is the Contractor's responsibility to take extra precautions in the process of implementing the project. As a matter of policy, the Contractor is required to install warning signs for the safety of the general public. The concerned Contractor will be held personally liable for any accidents that may occur during the execution of the project.

7 OTHER ITEMS

- 7.1** Contractor is required to have all members of his construction crew to wear uniform T-shirt (one color) bearing the Contractor's name and address or identification.
- 7.2** Contractor is required to have all the members of his crew wear hard hats at designated places in the construction site.

8 CONSTRUCTION CLEARANCES

- 8.1** Secure from Architect/ Engineer-in-Charge the following clearances prior to commencing requisite work:
 - 8.1.1** Wall layout clearance – verification of measurements and distances.
 - 8.1.2** Ceiling closure clearance – inspection of electrical, plumbing and mechanical connections, ceiling framing installation and other above ceiling systems.
 - 8.1.3** Final paint-coat clearance – inspection of surface leveling and absence of surface depressions or bulges prior to final painting.
 - 8.1.4** Electrical fixture, device, equipment installation clearance – verification of location, adherence to design specifications of electrical roughing-ins.
 - 8.1.5** Certificate from supplier, manufacturer, dealer indicating specifications of branded material installed in construction.
 - 8.1.6** Other clearances and requirements which may be deemed necessary

9 ADDITIONAL GUIDELINES

- 9.1** Comply with MIAA's standard operating procedures, policies, and regulations, such as but not limited to:
 - 9.1.1** All deliveries of materials must pass through MIAA Property and Supply Section – Receiving Area, duly supported by a delivery receipt/sales invoice. MIAA Engineering shall check conformity of specifications before acceptance.
 - 9.1.2** All tools and equipment to be brought in must pass through MIAA Security Office for issuance of entry pass. Pull out of tools and equipment must be with corresponding gate pass issued by the Property and Supply Section.

- 9.1.3 Tools and materials must be delivered 100% to finish the project as per plans and specifications. All excess scrap materials will become property of Procuring Entity or MIAA.
- 9.1.4 Safekeeping and safeguarding of tools, equipment, and materials shall be the accountability of the Contractor.
- 9.1.5 Avoid any act/s that will cause disruption of terminal operation. The Contractor shall be held liable for all damages incurred during construction. Restoration of damages shall at all be their own expense.
- 9.1.6 Entry and exit of workmen is subject for inspection by MIAA guard.
- 9.1.7 Secure work permit at engineering section before commencement of work.
- 9.1.8 Policies and regulations reflected on approved work permit shall be complied at all time.

10 PERMITS, LICENSES, AND TAXES

- 10.1** All permits, licenses and taxes shall be shouldered by the Contractor.
- 10.2** Carry all expenditures for temporary water, electrical and telephone connections.

11 TIME OF COMPLETION

The interior renovation works must be completed in **ONE HUNDRED TWENTY CALENDAR DAYS (120 C.D.)** as reflected in the Notice to Proceed.

Name of Project : **RENOVATION OF BOQ OFFICE AT NAIA 2**
Location : NAIA Terminal 2
Duration : Ninety (90) Calendar Days
Source of Fund : **2013, 2015 AND 2017 GAA Locally Funded Project**

SCOPE OF WORK

1 GENERAL REQUIREMENTS

1.1 Scope of Works

- 1.1.1 The Project covers the following:
- a) Interior Construction of Quarantine Office and Quarters
 - Complete Architectural Interior works
 - Complete Electrical Works
- 1.1.2 Furnish all permits and licenses for the construction, labor, materials, equipment, tools and other facilities to complete the entire works including all work necessary and render ready for use the Quarantine Office and Quarters at NAIA Terminal 1 in accordance with the plans and specifications and other contract documents.

1.2 Workmanship

- 1.2.1 Skilled and competent workers who regularly engage or specialize in the type of work specified shall do the work.
- 1.2.2 Workmanship at all phases of work shall be of the very best of trade.

1.3 Inspection of Site

- 1.3.1 Inspect site premises and all its conditions. Consider all conditions that may directly or indirectly affect work.
- 1.3.2 Measure any existing work and verify all given dimensions.
- 1.3.3 Notify the Architect/Engineer-In-Charge with any discrepancies.

1.4 Protection of Work and Property

- 1.4.1 Provide watchmen to guard the site and its premises throughout the duration of the project including during work suspension and time extensions.
- 1.4.2 Replace work damaged by failure to provide protections, without cost to the Owner.

1.5 Safety Requirements

- 1.5.1 Enforce standard safety procedures throughout the contract period.
- 1.5.2 Workers must be in proper safety attire/uniform for the duration of the project.
- 1.5.3 First aid kits must be available at the site at all times

1.6 Close-out

1.6.1 Cleaning and hauling of debris

1.6.2 All demolished/removed materials that are still usable will not be allowed to be used and shall be properly stocked, inventoried and turned over to in writing to the owner/end-user.

1.6.3 The Contractor shall at all-time keep the premises free from the accumulation of waste or rubbish, caused by his subordinates or work. Upon completion of each item of work, they shall remove all rubbish materials from and within the site including all his tools, scaffoldings and surplus materials. The Contractor shall leave his work "Broom and Cleaned".

1.6.4 Submit as-built plans signed and sealed by the concerned trade professionals in one (1) set reproducible copy and three (3) sets blueprinted copies. Also include electronic copy of the plans.

1.6.5 Leave premises clean, neat, and orderly. Remove stains, spots, blemishes, and other dirt from the finished work.

1.7 Project Coordination and Supervision

1.7.1 The Contractor is responsible in coordinating the various parts of the trades of work including approved sub-contracted work.

1.7.2 The Contractor must employ competent professionals to oversee the construction work.

1.8 Submittals

1.8.1 A list of materials and finishes sample for submittal will be provided.

1.8.2 Provide schedule of submittals for approval of Architect/Engineer-In-Charge.



1.8.3 Submit for approval the following:

- a) Materials for testing
- b) Shop drawings for all work requiring fabrication.
- c) Mock-up of fabricated items
- d) Material/finishing sample so specified with corresponding information as to the color, size, make and other pertinent data as outlined in the Technical Specifications.
- e) Materials/Finishes not approved should not be installed

2 TEMPORARY FACILITIES

Temporary Facilities shall include but not limited to the following items:

- 2.1** Site/Field Office - shall be located within the lot allocated for the Bureau of Quarantine Isolation/Holding Facility located at NAIA Complex, MIAA Road, Pasay City. shall be located at a site designated by MIAA and Architect/Engineer-in-Charge. There shall be only one (1) site/field office for the three projects. The field office shall be provided with at least (2) office tables, (6) chairs, one (1) whiteboard, filing cabinet, shelves for plans and office supplies, including ventilation systems.
- 2.2** Provision of board up/perimeter fence using 6mm thk. Ordinary Plywood on 2x2x12' and 2x4x4' wood nailers with blue sacks to seal the construction area. Provide also a temporary signage using the Department of Health and Bureau of Quarantine logoprinted on a tarpaulin mounted on the board up.

Department of Health Logo	Bureau of Quarantine Logo
	

- 2.3** Workshops, warehouse, stockpile areas and storage for materials, equipment, spares, shall be located at (location) designated by MIAA and Architect/Engineer-in-Charge. There shall only be one warehouse/storage area for the three projects. And it shall in no way pose as a hazard to the premises.
- 2.4** Workforce facilities including potable water supply, electrical power requirements, refuse collection, first aid, sanitation facilities.

3 PRE-CONSTRUCTION WORKS

3.1 Removal Works

- 3.1.1 Dismantle existing drywall partitions affected by the renovation works.
- 3.1.2 Dismantle existing ceiling, where indicated on the plan.
- 3.1.3 Surface preparation of interior walls for re-painting

- 3.1.4 Unless otherwise specified by the End-User, disposal of debris and other excess materials which is of no value to the End-User shall be done by the Contractor.
- 3.1.5 Protect from damage existing utility lines within the renovation area and adjoining areas. Any existing utility line that will be damaged shall be repaired by the Contractor and utility lines which will be affected by the construction implementation shall be relocated without extra cost to the End-User. Relocate and restore utilities affected by the construction.
- 3.1.6 Protect all salvaged materials. They shall be the property of the End-User, and the Contractor shall not appropriate any of it. The Contractor shall be responsible for the salvaged materials until the completion of construction unless removed by the End-User.
- 3.1.7 Pile neatly all salvaged materials of value in a location designated by MIAA and Architect/Engineer-in-Charge without extra compensation. Haul and dispose of unnecessary materials and debris at site.

3.2 Layout, Markings, and Elevations

- 3.2.1 Indicate layout of walls; and establish floor elevations with corresponding markings for approval by the Architect/Engineer-In-Charge before any permanent structure is constructed.
- 3.2.2 Verify actual floor area dimensions at site. Contractor shall snap chalklines at site for Architect's and End-Users approval prior to any construction.

4 ARCHITECTURAL WORKS

4.1 Assemblies – Modular Drywall Partition

- 4.1.1 Provide and install high standard modular partitions using full laminated plywood with doors, complete with all necessary hardware, accessories, and fasteners.
- 4.1.2 Check and verify measurement at site prior to fabrication to insure proper fit and installation.
- 4.1.3 All modular partitions shall be installed at locations as shown on the plan.
- 4.1.4 Follow plans and specifications.

4.2 Finishes

4.2.1 Floor Finishes

- a) Retain existing granite floor tiles at the existing Bureau of Quarantine office

- b) Provide 2 mm thick homogenous compact vinyl tiles at new quarters. Use 3mm leveling compound to receive tiles. Use contact cement for installation and connection; top with vinyl wax.
- c) Provide additional works as necessary.

4.2.2 **Painting Works**

- a) Prepare all walls and apply colored acrylic-based, semi-gloss latex anti-bacterial paint to surfaces indicated in plans and specifications. Remove all loose or damage existing paint coat, and make good crack and damage interior wall. Apply 1 primer coat + 2 finish coats, including necessary platform and scaffolding. Color per approved by Architect/Engineer-In-Charge.
- b) Follow plans and specifications.
- c) Provide additional works as necessary.
- d) Follow manufacturer's instructions for painting process.

4.2.3 **Miscellaneous**

- a) Clean and repair existing ceiling boards according to the electrical lighting layout.
- b) Provide additional works as necessary.

4.3 DOORS

- 4.3.1 Provide doors and windows with complete accessories as provided for in the Schedule of Doors.
- 4.3.2 All locksets shall be mortise, satin finish, German or US brand. Door closers shall be medium duty.
- 4.3.3 All doors and jamb must be leveled with at most 3mm tolerance along hinged side and 1.5mm for the other three sides for all door types.
- 4.3.4 Provide interior and exterior seals around frames connected to wall.
- 4.3.5 Provide mock-up samples for approval prior to fabrication.
- 4.3.6 Follow plans and specifications.

4.4 SPECIALTIES

4.4.1 Signage

- a) Furnish all labor, materials, testing, submittals, tools, and equipment necessary to furnish and install signage.
- b) Check and verify measurement at site prior to fabrication.
- c) Provide built up signage using acrylic pelmet with backlit letters and logo using LED lights with water proof power supply, and complete wiring system as per fit-out plan and manufacturer's specification.
- d) All signages shall be installed at locations as shown on the plan.

4.4.2 Furnishings

- a) Provide and install new cabinets with shelvings, doors, and all necessary accessories.
- b) Provide pieces of furniture.
- c) Check and verify measurement at site prior to fabrication to insure proper fit and installation.
- d) All cabinets and pieces of furniture shall be installed at locations as shown on the plan.

5 ELECTRICAL WORKS

5.1 Scope of Work

The work under this Contract shall consist of the furnishing of all materials, labor, tools and equipment and the satisfactory performance of all works necessary to complete the project **"RENOVATION OF BOQ OFFICE AT NAIA 2"** ready for use and legal occupancy with strict conformity to the issued plans, specifications and other related contract documents. The principal items of work are enumerated below:

5.1.1 **Electrical Works**

- a) Seek approval, at all times from MIAA Representative regarding tapping of electrical works.
- b) Furnish and Installation of the following:
 - b.1 Lighting System
 - b.2 Power System
 - b.3 Wiring Devices
 - b.4 Roughing-in
 - b.5 Wires and Cables
 - b.6 Auxiliary System
 - b.7 Miscellaneous
- c) Provide electrical system as indicated in the electrical plans.
- d) Provide and install new Normal panel (40AT/50AF, 2P) for lighting & power at the BOQ quarters and connect to station 3 electrical room. Provide and install new Emergency panel (20AT/50AF, 2P) for lighting & power at the BOQ quarters and connect to station 3 electrical room.
- e) Use existing Normal panel and install new Emergency panel (20AT/50AF, 2P) for lighting & power at the BOQ office.
- f) Provide and install new metering devices for normal & emergency panels for BOQ quarters.
- g) Provide and install new metering device for emergency panel for BOQ quarters.
- h) Provide and tap all termination of auxiliary system, telephone system, LAN system, paging system & CATV system. Provide standalone smoke detectors.
- i) All works herein shall be directed and supervised by a duly Registered Electrical Engineer as enforced by the New Electrical Engineering Law or R.A.7920. He shall be on site to overlook the proper implementation of the project.
- j) Provide and install directories to all panel board. Check and balance all power and lighting loads as to their respective circuit breaker assignments as indicated in the load schedule.
- k) Follow as per plan and the specifications and the scope of work to complete the project and render it to be operational.
- l) Furnish and install other supporting materials and equipment deem necessary to complete the project.
- m) Provide required and necessary documents such as Insulation Test to all wires and cables installed, as-built electrical plans and other as may be needed prior to testing and commissioning.
- n) Testing and commissioning.

5.2 **Other Works**

5.2.1 Cleaning and Hauling Debris

- 5.2.2 All demolished/removed materials that are still usable will not be allowed to be use and shall be properly stocked, inventoried and turned over to in writing to the owner/end-user.
- 5.2.3 The Contractor shall take due care to protect existing structures which will be affected and unaffected by the work to be implemented.
- 5.2.4 The Contractor shall at all times keep the premises free from the accumulation of waste or rubbish, cause by his subordinates or work. Upon completion of each item of work, they shall remove all rubbish materials from and within the site including all his tools, scaffoldings and surplus materials. The Contractor shall leave his work "Broom and Cleaned".

5.3 Verification of Existing Condition

The Contractor/Electrical Engineer in charge of the project shall EXAMINE THE SITE, VERIFY & INVESTIGATE THE EXISTING CONDITIONS that may affect the work during construction.

5.4 Permits and Approval

The CONTRACTOR shall obtain at his own expense all permits required by the Government Authorities. Work shall not be started unless the plans have been approved by said authorities and a valid wiring permit has been issued. Likewise, the CONTRACTOR shall secure from the utility power company their approval of the plans prior to start of the work.

All work done in violation of the above conditions shall be at the risk of subsequent rejection. The replacement of correction of such rejected work shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR shall obtain all necessary allowances, pay all royalties and the like, in connection with the use of any patented devices or systems and save the OWNER from any claim or lawsuit arising from such use.

5.5 Intent of the Contract Documents

The Engineering documents are complementary and what is called for one shall be as binding as if called for by all. The intent of the plans and technical specifications is to prescribe a complete work, which the Contractor shall undertake to do in full compliance with the Approved Documents. The Contractor shall perform all items of work covered and stipulated in the technical specifications on the issued plans.

It is not intended that the drawing shall show every details of all such items whether mentioned or not in the specifications shown or not in the plans. Such

items shall be furnished and installed if necessary to complete the items of work.

6 SAFETY MEASURES

- 6.1** It is the Contractor's responsibility to take extra precautions in the process of implementing the project. As a matter of policy, the Contractor is required to install warning signs for the safety of the general public. The concerned Contractor will be held personally liable for any accidents that may occur during the execution of the project.

7 OTHER ITEMS

- 7.1** Contractor is required to have all members of his construction crew to wear uniform T-shirt (one color) bearing the Contractor's name and address or identification.
- 7.2** Contractor is required to have all the members of his crew wear hard hats at designated places in the construction site.

8 CONSTRUCTION CLEARANCES

- 8.1** Secure from Architect/ Engineer-in-Charge the following clearances prior to commencing requisite work:
 - 8.1.1** Wall layout clearance – verification of measurements and distances.
 - 8.1.2** Ceiling closure clearance – inspection of electrical, plumbing and mechanical connections, ceiling framing installation and other above ceiling systems.
 - 8.1.3** Final paint-coat clearance – inspection of surface leveling and absence of surface depressions or bulges prior to final painting.
 - 8.1.4** Electrical fixture, device, equipment installation clearance – verification of location, adherence to design specifications of electrical roughing-ins.
 - 8.1.5** Certificate from supplier, manufacturer, dealer indicating specifications of branded material installed in construction.
 - 8.1.6** Other clearances and requirements which may be deemed necessary

9 ADDITIONAL GUIDELINES

- 9.1** Comply with MIAA's standard operating procedures, policies, and regulations, such as but not limited to:
 - 9.1.1** All deliveries of materials must pass through MIAA Property and Supply Section – Receiving Area, duly supported by a delivery receipt/sales invoice. MIAA Engineering shall check conformity of specifications before acceptance.

- 9.1.2 All tools and equipment to be brought in must pass through MIAA Security Office for issuance of entry pass. Pull out of tools and equipment must be with corresponding gate pass issued by the Property and Supply Section.
- 9.1.3 Tools and materials must be delivered 100% to finish the project as per plans and specifications. All excess scrap materials will become property of Procuring Entity or MIAA.
- 9.1.4 Safekeeping and safeguarding of tools, equipment, and materials shall be the accountability of the Contractor.
- 9.1.5 Avoid any act/s that will cause disruption of terminal operation. The Contractor shall be held liable for all damages incurred during construction. Restoration of damages shall at all be their own expense.
- 9.1.6 Entry and exit of workmen is subject for inspection by MIAA guard.
- 9.1.7 Secure work permit at engineering section before commencement of work.
- 9.1.8 Policies and regulations reflected on approved work permit shall be complied at all time.

10 PERMITS, LICENSES, AND TAXES

10.1 All permits, licenses and taxes shall be shouldered by the Contractor.

10.2 Carry all expenditures for temporary water, electrical and telephone connections.

11 TIME OF COMPLETION

The interior renovation works must be completed in **ONE HUNDRED TWENTY CALENDAR DAYS (120 C.D.)** as reflected in the Notice to Proceed.

Name of Project : **RENOVATION OF BOQ OFFICE AT NAIA 3**
Location : NAIA Terminal 3
Duration : Ninety (90) Calendar Days
Source of Fund : **2013, 2015 AND 2017 GAA Locally Funded Project**

SCOPE OF WORK

1 GENERAL REQUIREMENTS

1.1 Scope of Works

1.1.1 The Project covers the following:

a) Interior Construction of Quarantine Office and Quarters

- Complete Architectural Interior works
- Complete Plumbing Works
- Complete Electrical Works
- Complete Mechanical Works

1.1.2 Furnish all permits and licenses for the construction, labor, materials, equipment, tools and other facilities to complete the entire works including all work necessary and render ready for use the Quarantine Office and Quarters at NAIA Terminal 1 in accordance with the plans and specifications and other contract documents.

1.2 Workmanship

1.2.1 Skilled and competent workers who regularly engage or specialize in the type of work specified shall do the work.

1.2.2 Workmanship at all phases of work shall be of the very best of trade.

1.3 Inspection of Site

1.3.1 Inspect site premises and all its conditions. Consider all conditions that may directly or indirectly affect work.

1.3.2 Measure any existing work and verify all given dimensions.

1.3.3 Notify the Architect/Engineer-In-Charge with any discrepancies.

1.4 Protection of Work and Property

1.4.1 Provide watchmen to guard the site and its premises throughout the duration of the project including during work suspension and time extensions.

1.4.2 Replace work damaged by failure to provide protections, without cost to the Owner.

1.5 Safety Requirements

1.5.1 Enforce standard safety procedures throughout the contract period.

- 1.5.2 Workers must be in proper safety attire/uniform for the duration of the project.
- 1.5.3 First aid kits must be available at the site at all times.

1.6 Close-out

- 1.6.1 Cleaning and hauling of debris
- 1.6.2 All demolished/removed materials that are still usable will not be allowed to be used and shall be properly stocked, inventoried and turned over to in writing to the owner/end-user.
- 1.6.3 The Contractor shall at all-time keep the premises free from the accumulation of waste or rubbish, caused by his subordinates or work. Upon completion of each item of work, they shall remove all rubbish materials from and within the site including all his tools, scaffoldings and surplus materials. The Contractor shall leave his work "Broom and Cleaned".
- 1.6.4 Submit as-built plans signed and sealed by the concerned trade professionals in one (1) set reproducible copy and three (3) sets blueprinted copies. Also include electronic copy of the plans.
- 1.6.5 Leave premises clean, neat, and orderly. Remove stains, spots, blemishes, and other dirt from the finished work.

1.7 Project Coordination and Supervision

- 1.7.1 The Contractor is responsible in coordinating the various parts of the trades of work including approved sub-contracted work.
- 1.7.2 The Contractor must employ competent professionals to oversee the construction work.

1.8 Submittals

- 1.8.1 A list of materials and finishes sample for submittal will be provided.
- 1.8.2 Provide schedule of submittals for approval of Architect/Engineer-In-Charge.
- 1.8.3 Submit for approval the following:
 - a) Materials for testing
 - b) Shop drawings for all work requiring fabrication.
 - c) Mock-up of fabricated items
 - d) Material/finishing sample so specified with corresponding information as to the color, size, make and other pertinent data as outlined in the Technical Specifications.
 - e) Materials/Finishes not approved should not be installed



2 TEMPORARY FACILITIES

Temporary Facilities shall include but not limited to the following items:

- 0.1.1 Site/Field Office - shall be located within the lot allocated for the Bureau of Quarantine Isolation/Holding Facility located at NAIA Complex, MIAA Road, Pasay City. There shall be only one (1) site/field office for the three projects.

The field office shall be provided with at least (2) office tables, (6) chairs, one (1) whiteboard, filing cabinet, shelves for plans and office supplies, including ventilation systems.

- 0.1.2 Provision of board up/perimeter fence using 6mm thk. Ordinary Plywood on 2x2x12' and 2x4x4' wood nailers with blue sacks to seal the construction area. Provide also a temporary signage using the Department of Health and Bureau of Quarantine logo printed on a tarpaulin mounted on the board up.

Department of Health Logo	Bureau of Quarantine Logo
	

- 0.1.3 Workshops, warehouse, stockpile areas and storage for materials, equipment, spares, shall be located at (location) designated by MIAA and Architect/Engineer-in-Charge. There shall only be one warehouse/storage area for the three projects. And it shall in no way pose as a hazard to the premises.
- 0.1.4 Workforce facilities including potable water supply, electrical power requirements, refuse collection, first aid, sanitation facilities.

3 PRE-CONSTRUCTION WORKS

3.1 Removal Works

- 3.1.1 Remove obstructions at the construction site.
- 3.1.2 Dismantle existing drywall partitions affected by the renovation works. Follow plans and specifications.
- 3.1.3 Surface preparation of interior walls for re-painting
- 3.1.4 Unless otherwise specified by the End-User, disposal of debris and other excess materials which is of no value to the End-User shall be done by the Contractor.
- 3.1.5 Protect from damage existing utility lines within the renovation area and adjoining areas. Any existing utility line that will be damaged shall be repaired by the Contractor and utility lines which will be affected by the construction implementation shall be relocated without extra cost to the End-User. Relocate and restore utilities affected by the construction.
- 3.1.6 Protect all salvaged materials. They shall be the property of the End-User, and the Contractor shall not appropriate any of it. The Contractor shall be

responsible for the salvaged materials until the completion of construction unless removed by the End-User.

- 3.1.7 Pile neatly all salvaged materials of value in a location designated by MIAA and Architect/Engineer-in-Charge without extra compensation. Haul and dispose of unnecessary materials and debris at site.

3.2 Layout, Markings, and Elevations

- 3.2.1 Indicate layout of walls; and establish floor elevations with corresponding markings for approval by the Architect/Engineer-In-Charge before any permanent structure is constructed.
- 3.2.2 Verify actual floor area dimensions at site. Contractor shall snap chalklines at site for Architect's and End-Users approval prior to any construction.

4 ARCHITECTURAL WORKS

4.1 Drywall Partition

- 4.1.1 Provide high standard drywall partitions comprising of fiber cement board on steel studs to form the layout in accordance with the agreed drawing. The partitions are to be slab to slab as per fit-out plan.
- 4.1.2 Provide 12mm thk. Fiber Cement Board on both sides of the metal studs framing, complete with all necessary hardware, accessories, and fasteners. Apply spacing indicated on plan.
- 4.1.3 All wall studs shall be 75mm cold formed steel. Insulated R-30 minimum except as noted otherwise.
- 4.1.4 Provide 50mm thick thermal insulation cavity batt, installation per manufacturer's specifications. All non-glass partitions must have rock-wool or similar sound insulating material infill to full height.
- 4.1.5 Partitions must satisfy the most demanding fire, thermal and acoustic performance requirements.
- 4.1.6 Check and verify measurement at site to ensure proper fit and installation.
- 4.1.7 All drywall partitions shall be installed at locations as shown on the plan.
- 4.1.8 Follow plans and specifications.

4.2 Finishes

4.2.1 Floor Finishes and Wall Finishes

- a) Provide 600 x 600 mm premium granite tile at areas designated on plan. Gap tolerance not to exceed 2 mm. Apply floor pattern.
- b) Provide zinc angle or brass strip inserts at the entrance of the office. Butt both floor finishes to the zinc angle or brass strip.
- c) Align top of vinyl tile flooring with the existing flooring to maintain a flush transition.
- d) Provide 300 x 300 mm unglazed vitrified floor tiles at areas designated on plan. Gap tolerance must not exceed 5mm. Apply grout sealant.
- e) Provide 300 x 300 mm glazed vitrified wall tiles at areas designated on plan. Gap tolerance must not exceed 5mm. Apply colored grout.
- f) Provide additional works as necessary.

4.2.2 Painting Works

- a) Prepare all walls, apply colored semi-gloss latexantibacterial paint to all cement boards for drywall. Remove all loose or damage existing paint coat, and make good crack and damage interior wall. Apply 1 primer coat + 2 finish coats, including necessary platform and scaffolding. Color per approved by Architect/Engineer-In-Charge.
- b) Prepare all ceiling, apply colored low sheen acrylic latex paint to all gypsum boards for ceiling. Remove all loose or damage existing paint coat, and make good crack and damage interior wall. Apply 1 primer coat + 2 finish coats, including necessary platform and scaffolding. Color per approved by Architect/Engineer-In-Charge.
- c) Provide additional works as necessary.
- d) Follow plans and specifications.

4.2.3 Ceiling Finishes

- a) All ceiling shall be designed as specified on the approved drawings.
- b) Provide 12mm thk. Gypsum board on light steel framing. Follow reflected ceiling plan.
- c) Provide 6mm thk. Fiber Cement Board on shadow line of the ceiling.
- d) The clear finished ceiling height in all finished areas shall be 2.60mts.
- e) Follow plans and specifications.

4.2.4 Miscellaneous

- a) Clean existing CHB walls and apply semi-gloss latex antibacterialpaint. Remove all loose or damage existing paint coat, and make good crack and damage interior wall. Apply 1 primer coat + 2 finish coats.
- b) Provide additional works as necessary.

4.3 THERMAL AND MOISTURE PROTECTION

- 4.3.1 Apply elastomeric membrane waterproofing to all toilets.
- 4.3.2 Follow plans and specifications.

4.4 DOORS

- 4.4.1 Provide doors and windows with complete accessories as provided for in the Schedule of Doors and Windows.
- 4.4.2 All locksets shall be mortise, satin finish, German or US brand. Door closers and stoppers shall be medium duty.
- 4.4.3 All doors and jamb must be leveled with at most 3mm tolerance along hinged side and 1.5mm for the other three sides for all door types.
- 4.4.4 Provide interior and exterior seals around frames connected to wall.
- 4.4.5 Frames and doors shall be installed in accordance with plans and shop drawings in a rigid, substantial manner and shall be waterproofed, weather tight, square, plumb and level.
- 4.4.6 Provide mock-up samples for approval prior to fabrication.
- 4.4.7 Follow plans and specifications.

4.5 SPECIALTIES

4.5.1 Signage

- a) Furnish all labor, materials, testing, submittals, tools, and equipment necessary to furnish and install signages.
- b) Check and verify measurement at site prior to fabrication.
- c) Provide built up signage using acrylic pelmet with backlit letters and logo using LED lights with water proof power supply, and complete wiring system as per fit-out plan and manufacturer's specification.
- d) All signages shall be installed at locations as shown on the plan.
- e) Follow plans and specifications.

4.5.2 Furnishings

- a) Provide and install new cabinets with shelvings, doors, and all necessary accessories.
- b) Provide pieces of furniture as indicated on the plan.
- c) Check and verify measurement at site prior to fabrication to insure proper fit and installation.
- d) All cabinets and pieces of furniture shall be installed at locations as shown on the plan.

5 SANITARY/PLUMBING WORKS

5.1 Scope of Work

- 1) All plumbing and sanitary works shall be done in accordance with the best practices of the industry and should be supervised by a licensed Sanitary Engineer.

- 2) Furnish all labor, materials, equipment, plant tools and other facilities to complete the entire works including Architectural, Structural, Sanitary, Mechanical and Electrical and render ready in accordance with the plans, specifications and other related documents.

5.2 Plumbing Fixtures

5.2.1.1 Provide new plumbing fixtures (BPS approved) as indicated on plan complete with trims, fittings and accessories per manufacturer's specifications.

- a. Water closet – Wall hung & in wall tank with complete fittings and accessories. Provide seat cover.
- b. Lavatory – Semi-Pedestal Type complete with complete fittings and accessories.
- c. Wash/pantry Sink – Ga #16 stainless Steel with stand 31x20x7in; with drainboard, ceramic disk type faucet, and accessories
- d. Wash Sink – Ga #16 Stainless Steel 17x14x6in; complete with ceramic disk type faucet, and accessories. Waterproof compartment/cabinet (0.85mx0.50m)
- e. Wash Sink – Ga #16 Stainless Steel 16x16x6in; complete with ceramic disk type faucet, and accessories. Waterproof compartment/cabinet (0.70mx0.60m)
- f. Provision of stainless steel spray hose/bidet.

5.3 Waterline System

- 1) Provide complete water supply pipes to plumbing fixtures.
- 2) Provide air cap chamber for every supply pipe of fixture.
- 3) Provide control/isolation valves for every group of fixtures as indicated on plan.
- 4) Tap water supply pipes to the existing water main. Verify actual location.
- 5) Install complete waterline system.

5.4 Sewerline System

- 1) Provide complete sewer line and ventilation system to all plumbing fixtures including fittings and trims.
- 2) Provide vent cap to all vent stacks installed/recessed at walls or below ceiling eaves.
- 3) Provide grease trap.
- 4) Tap sewerline from plumbing fixtures to existing sewer line; verify exact location.
- 5) Provide pipe hangers and brackets as needed.

5.5 Others

- 5.5.1.1 Provision of face mirror at the toilet.
- 5.5.1.2 Provide all hangers and floor clamps for plumbing systems and equipment supports as required.
- 5.5.1.3 Testing and commissioning of the entire system in the presence of the procuring entity's representatives.
- 5.5.1.4 Submit test results certificates e.g. leak test, prior to acceptance of the project.
- 5.5.1.5 Submit As-built plans signed and sealed by a Registered Sanitary Engineer.

6 ELECTRICAL WORKS

6.1 Scope of Works

The work under this Contract shall consist of the furnishing of all materials, labor, tools and equipment and the satisfactory performance of all works necessary to complete the project **"RENOVATION OF BOQ OFFICE AT NAIA 3"** ready for use and legal occupancy with strict conformity to the issued plans, specifications and other related contract documents. The principal items of work are enumerated below:

6.1.1) Electrical Works

- a. Seek approval, at all times from MIAA Representative regarding tapping of electrical works.
- b. Furnish and Installation of the following:
 - b.1 Lighting System
 - b.2 Power System
 - b.3 Wiring Devices
 - b.4 Roughing-In
 - b.5 Wires and Cables
 - b.6 Auxiliary System
 - b.7 Miscellaneous
- c. Provide electrical system as indicated in the electrical plans.
- d. Provide and install new Normal panel (60AT/100AF, 3P) and connect to electrical room.
- e. Provide and install new Emergency (20AT/50AF, 2P) for lighting & power and connect to nearest electrical room.
- f. Provide and install new metering devices for normal and emergency panel.
- g. Provide and tap all termination of auxiliary system, telephone system, LAN system, paging system, CATV system & CCTV system. Provide standalone smoke detectors.
- h. All works herein shall be directed and supervised by a duly Registered Electrical Engineer as enforced by the New Electrical

Engineering Law or R.A.7920. He shall be on site to overlook the proper implementation of the project.

- i. Provide and install directories to all panelboard. Check and balance all power and lighting loads as to their respective circuit breaker assignments as indicated in the load schedule.
- j. Follow as per plan and the specifications and the scope of work to complete the project and render it to be operational.
- k. Furnish and install other supporting materials and equipment deemed necessary to complete the project.
- l. Provide required and necessary documents such as Insulation Test to all wires and cables installed, as-built electrical plans and other as may be needed prior to testing and commissioning.
- m. Testing and commissioning.

6.2 Other Works

- 1) Cleaning and Hauling Debris
- 2) All demolished/removed materials that are still usable will not be allowed to be use and shall be properly stocked, inventoried and turned over to in writing to the owner/end-user.
- 3) The Contractor shall take due care to protect existing structures which will be affected and unaffected by the work to be implemented.
- 4) The Contractor shall at all times keep the premises free from the accumulation of waste or rubbish, cause by his subordinates or work. Upon completion of each item of work, they shall remove all rubbish materials from and within the site including all his tools, scaffoldings and surplus materials. The Contractor shall leave his work "Broom and Cleaned".

6.3 Verification of Existing Condition

The Contractor/Electrical Engineer in charge of the project shall EXAMINE THE SITE, VERIFY & INVESTIGATE THE EXISTING CONDITIONS that may affect the work during construction.

6.4 Permits and Approval

The CONTRACTOR shall obtain at his own expense all permits required by the Government Authorities. Work shall not be started unless the plans have been approved by said authorities and a valid wiring permit has been issued. Likewise, the CONTRACTOR shall secure from the utility power company their approval of the plans prior to start of the work.

All work done in violation of the above conditions shall be at the risk of subsequent rejection. The replacement or correction of such rejected work shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR shall obtain all necessary allowances, pay all royalties and the like, in connection with the use of any patented devices or systems and save the OWNER from any claim or lawsuit arising from such use.

6.5 Intent of Contract Documents

The Engineering documents are complementary and what is called for one shall be as binding as if called for by all. The intent of the plans and technical specifications is to prescribe a complete work, which the Contractor shall undertake to do in full compliance with the Approved Documents. The Contractor shall perform all items of work covered and stipulated in the technical specifications on the issued plans.

It is not intended that the drawing shall show every details of all such items whether mentioned or not in the specifications shown or not in the plans. Such items shall be furnished and installed if necessary to complete the items of work.

6.6 Safety Measures

It is the Contractor's responsibility to take extra precautions in the process of implementing the project. As a matter of policy, the Engineer is required to install warning signs for the safety of the general public. The concerned Contractor will be held personally liable for any accidents that may occur during the execution of the project.

7 MECHANICAL WORKS

a. Scope of Works

All mechanical works shall be done in accordance with the best practices of the industry and should be supervised by a registered Mechanical Engineer.

b. Automatic Fire Sprinkler System

- a. Provide sprinkler heads, and complete pipe network with valves and fittings.
- b. Conduct leak testing, commissioning and painting/color coding of the entire fire sprinkler system.

- c. Provide any item that might have been omitted in any part of the work or materials usually furnished, which are necessary for the completion of the works outlined.

c. Ventilation and Air conditioning

- a. Provide air conditioning units and exhaust fans.
- b. Provide air conditioning ducts, air diffuser, hangers and brackets.
- c. Provide complete electric power supply, instrumentation and control system.
- d. Provide mild steel painted finish pedestal and/or hangers for all air conditioners, exhaust fans and air ducts.
- e. Chip and restore all areas affected by the installation of the ventilation and air-conditioning system.
- f. Conduct leak testing, test run and painting/color coding of the installed ventilation and air conditioning system.
- g. Provide any item that might have been omitted in any part of the work or materials usually furnished, which are necessary for the completion of the works outlined.

d. Water Supply System

- a. Conduct leak testing, commissioning and painting/color coding of the entire cold water line system.

8 SAFETY MEASURES

- 8.1 It is the Contractor's responsibility to take extra precautions in the process of implementing the project. As a matter of policy, the Contractor is required to install warning signs for the safety of the general public. The concerned Contractor will be held personally liable for any accidents that may occur during the execution of the project.

9 OTHER ITEMS

- 9.1 Contractor is required to have all members of his construction crew to wear uniform T-shirt (one color) bearing the Contractor's name and address or identification.
- 9.2 Contractor is required to have all the members of his crew wear hard hats at designated places in the construction site.

10 CONSTRUCTION CLEARANCES

- 10.1 Secure from Architect/ Engineer-in-Charge the following clearances prior to commencing requisite work:
 - 10.1.1 Wall layout clearance – verification of measurements and distances.

- 10.1.2 Ceiling closure clearance – inspection of electrical, plumbing and mechanical connections, ceiling framing installation and other above ceiling systems.
- 10.1.3 Final paint-coat clearance – inspection of surface leveling and absence of surface depressions or bulges prior to final painting.
- 10.1.4 Electrical fixture, device, equipment installation clearance – verification of location, adherence to design specifications of electrical roughing-ins.
- 10.1.5 Certificate from supplier, manufacturer, dealer indicating specifications of branded material installed in construction.
- 10.1.6 Other clearances and requirements which may be deemed necessary

11 ADDITIONAL GUIDELINES

- 11.1 Comply with MIAA's standard operating procedures, policies, and regulations, such as but not limited to:
 - 11.1.1 All deliveries of materials must pass through MIAA Property and Supply Section – Receiving Area, duly supported by a delivery receipt/sales invoice. MIAA Engineering shall check conformity of specifications before acceptance.
 - 11.1.2 All tools and equipment to be brought in must pass through MIAA Security Office for issuance of entry pass. Pull out of tools and equipment must be with corresponding gate pass issued by the Property and Supply Section.
 - 11.1.3 Tools and materials must be delivered 100% to finish the project as per plans and specifications. All excess scrap materials will become property of Procuring Entity or MIAA.
 - 11.1.4 Safekeeping and safeguarding of tools, equipment, and materials shall be the accountability of the Contractor.
 - 11.1.5 Avoid any act/s that will cause disruption of terminal operation. The Contractor shall be held liable for all damages incurred during construction. Restoration of damages shall at all be their own expense.
 - 11.1.6 Entry and exit of workmen is subject for inspection by MIAA guard.
 - 11.1.7 Secure work permit at engineering section before commencement of work.
 - 11.1.8 Policies and regulations reflected on approved work permit shall be complied at all time.

12 PERMITS, LICENSES, AND TAXES

- 12.1 All permits, licenses and taxes shall be shouldered by the Contractor.
- 12.2 Carry all expenditures for temporary water, electrical and telephone connections.

13 TIME OF COMPLETION

The interior renovation works must be completed in **ONE HUNDRED TWENTY CALENDAR DAYS (120 C.D.)** as reflected in the Notice to Proceed.

Name of Project: : **RENOVATION OF BOQ OFFICES AT NAIA 1, 2, 3**
Location : NAIA 1, 2, 3 – Pasay City
Duration : Ninety (90) Calendar Days
Source of Fund : **2013, 2015 AND 2017GAA Locally Funded Project**

TECHNICAL SPECIFICATION

TABLE OF CLAUSES

1.0	Introduction
2.0	General Requirements
3.0	Site Conditions & Preliminary Procedures
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6.0	Doors and Windows
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9.0	Plumbing works
10.0	Electrical Works
11.0	Mechanical Works

1 INTRODUCTION

In this document the expressions “the Project”, “the Work”, “the Contractor”, “the Contract Documents” shall have the same meaning as provided in the definition section of the Form of the Contract of the Project **RENOVATION OF BOQ OFFICES AT NAIA TERMINALS 1, 2, 3**, except where the context otherwise requires.

Unless otherwise provided for, the work shall be carried out to meet the requirements of the Instruction to Bidders (Terms of Reference) issued by the **Procuring Entity**, and unless otherwise agreed or stated shall be borne to the cost and responsibility of the Contractor.

The Technical Specifications shall be deemed to incorporate all information and relevant documents issued by the **Procuring Entity**, whether particular reference is made thereto or not and which may have or may have some influence in any way whatsoever on the execution of the work.

These Technical Specifications including the appendices thereto, if any, are to be read in conjunction with the **Drawings, Bill of Quantities, and Conditions of Contract**. Any conflict between any of the terms of these documents is to be referred to the Owner/Procuring Entity for clarification or decision except as otherwise provided for.

1.1 Description of the Work

A description of the work to which the Technical Specifications apply is given in the Invitation to Bid. This description is only a guide and shall be read in conjunction with the other documents, but the inclusion of Technical Specifications texts does not always imply that the works of that nature form part of the Contract.

1.2 Terms and Definitions

1.2.1 All parts of the Technical Specifications shall be read as being interchangeable and applicable to other similar items and work covered or referred to elsewhere in the Bid Documents.

Approval or directions shall be given by the **Procuring Entity's Representatives** in writing. Unless otherwise specified in the written approval, approval is limited to the visual appearance of work, material or components involved and shall not relieve the Contractor from compliance with the Technical Specifications.

1) As Directed – as defined for “approval” above.

- 2) As Shown in the Drawings – this is an implied term deemed included with the Technical Specifications, such as everything that needs to be drawn on drawings and details as appropriate.
- 3) As Specified – shall mean that the work to which it refers is described in the Bid Documents, such as on Drawings, or in Bill of Quantities, not necessarily in the Technical Specifications.

1.3 Acts, Regulations, Other Documents

1.3.1 Compliance

In these technical specification reference is made to the standards issued by the Philippines Standards and International Organization for Standardization (ISO). Such references shall be deemed to include the latest edition or issue of such standard and by-laws including all revisions issued up to the date of invitation to bid. Any standards given are to establish or describe the minimum criteria with which the items or works are to conform. Officially recognized alternative standards may be utilized and adhered to provide such standards are not for lesser requirement than those noted and subject to their adoption being authorized by the **Procuring Entity's Representatives** in writing.

1.3.2 Provision of Documents

The Contractor shall provide any relevant part of the above documents for use on site if necessary for the efficient execution of the work, if so directed by the **Procuring Entity's Representatives**.

2 GENERAL REQUIREMENTS

2.1 General

2.1.1 Scope of Work

This section shall include mobilization and demobilization of Contractor's plant, equipment, material and employee to the site; construction of the Contractor's office and facilities; compliance with the contract requirements.

This section shall include the furnishing of labor, materials, transportation, labor and equipment and other facilities necessary to complete satisfactorily the construction of the proposed project.

The project shall require the Contractor to provide labor, materials, transportation, tools, supplies, and equipment simultaneously to all the enumerated projects. This shall mean that a different set of manpower, equipment, tools, supplies, and equipment are delegated to each project.

2.1.2 Mobilization and Demobilization

The contractor upon receipt of the notice to proceed shall immediately mobilize and transport his plant, equipment, materials and employees to the site and demobilize or remove the same at the completion of subproject.

2.1.3 Qualification

Specified work shall be done only by licensed and certified Contractor. Contractor shall be familiar with all the works involved, shall have experience in operational projects, and shall hire only skilled personnel specializing in such work description needed.

2.1.4 Guarantee and Warranty

All materials specified should entail a guarantee and a warranty from the suppliers. Guarantees and warranties not fulfilled by the supplier shall be considered unlawful; materials they carry shall automatically be waived. Continual use of the material/s shall be under the discretion of the **Procuring Entity's Representatives**.

2.1.5 Product Delivery, Handling, and Storage

The Contractor shall program the deliveries of materials to minimize site handling and deterioration. Materials specified must be delivered at least five days before its actual installation. All materials shall be handled with care. Any damage done shall not be charged to the **Procuring Entity** and must be replaced immediately. A suitable place for storage should be accommodated within the site. **The Contractor shall ensure that service**

vehicle such as pick-up trucks, elf trucks, etc., which are left to the choice of the contractor, are fit for their intended use and be provided to be used during the duration of the project until its final completion.

2.1.6 Quality Control

All materials that will be specified herein shall be under strict compliance to the quality required by the project. All materials must undergo tests. All test results shall be submitted to the **Procuring Entity's Representatives** before and after delivery of materials to the site. If tests are not needed, all materials should pass the judgement of the **Procuring Entity's Representatives**. Materials delivered to the site, which are not approved by the **Procuring Entity's Representatives**, should be returned immediately to the supplier.

Quality control services include submittals, scheduling, assisting, and implementing inspections and test and related actions including reports, performed by independent agencies, governing authorities, and the Contractor.

Independent inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility or compliance with Contract Document requirements but act as a crosscheck of the effectiveness of the activities implemented by the Contractor.

The overall system of testing by the Contractor as directed, and independent testing services are based on the premise that proper performance of its work and other component systems, and finishes depend on construction which accurately represents the design meets industry standards and meets the specifications and code requirements, such as DPWH Blue Book Standards, Supplier's Certificate, etc.

2.1.7 Plans and Specifications

It shall be the duty of the Contractor to carefully examine, compare and verify the data furnished by the plans and specifications. In case of obscurity or discrepancy in the plans and specifications, the contractor shall submit the matter to the Architect or his authorized representative for the proper explanation or necessary correction, before any adjustment shall be made.

2.2 Materials

The provisions of all materials for the works shall be deemed to be entire responsibility of the Contractor. Materials required to be incorporated in the works shall not be used in the temporary works nor for any other purpose whatsoever and only new materials and goods of the best quality available shall be used.

All materials shall be ordered and arranged to suit orderly progress of the works and particular attention shall be given to items involving long delivery periods or items not available locally. Materials shall be handled and used strictly in accordance with the manufacturer's instructions and any items damaged or incorrectly used or fixed shall be replaced by the Contractor.

2.2.1 Quality

Unless otherwise specified, all materials shall be new. The quality of materials shall be of the best grade of their respective kinds for the purpose. The work shall be performed in the best and most acceptable manner in strict accordance with the requirements of the plans and specifications. Preference will be given to articles or materials of domestic production, conditions of quality and price being equal.

2.2.2 Samples and Information on Materials

When required in the specification, or when called for by the **Procuring Entity's Representatives**, the contractor shall furnish, for approval, full information and satisfactory evidence as to the kind and quality of materials or articles they will incorporate in the work. The Contractor shall furnish, for **Procuring Entity's Representatives** approval, all samples when so directed. The work shall be in accordance with approved samples. Materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

Any failure on the part of the Contractor to conform or use materials that are not specified herein shall be under subsequent rejection. Any alteration or revision of material usage without approval from the **Procuring Entity's Representatives** shall make the contractor responsible and liable in terms of guarantee, workmanship and defects.

2.2.3 Selection

Unless otherwise specific requirements are indicated, self-finished and decorative materials and components shall be selected and approved by the **Procuring Entity's Representatives**.

2.2.4 Unspecified Items

The Contractor shall ensure that any and all materials and components, which are left to the choice of the Contractor, are good quality and fit for their intended purpose.

2.2.5 Purpose-made Components

All components shall be deemed to be purpose-made unless indicated to the contrary or readily identifiable as standard articles. Ready-made components may be provided in place of components implied to be purpose-made if they conform to the specifications.

2.3 Workmanship

2.3.1 Workmanship

All operations required under any and all parts of the specifications shall be undertaken in a neat, workmanlike manner. Only skilled personnel with sufficient experience in similar operations shall be allowed to undertake the same. Any alteration or revision on the execution of drawings without approval from the **Procuring Entity's Representatives** shall be under subsequent rejection and shall make the contractor responsible and liable for any workmanship and execution defects.

2.3.2 Contractors Field Office and Facilities

The Contractor shall provide and maintain adequate weather-tight temporary facilities with water, light, and toilet facilities. He shall keep such places clean and free from flies, mosquitoes, and other pests; remove all connections and appliances connected there with prior to the completion of the Contract; and leave the premises perfectly clean. The Contractor shall furnish all temporary lights and power and shall pay all expenses in connection therewith. Furthermore, the Contractor shall provide and pay for all water expenses for building purposes that are required by all trades.

a) 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 field office shall be subject upon the approval of MIAA. Construction shanties, sheds and temporary facilities provided as required for the Contractor's convenience shall be maintained in good condition and neat appearance including finishes as required.

b) Temporary Light and Power

The Contractor shall provide and maintain temporary electrical service including installation of temporary power and lighting within the construction site. The electrical service shall be adequate in capacity to supply power to construction tools and equipment without overloading the 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 work, all temporary wiring, lighting, equipment and devices shall be removed.

c) Temporary Toilet

The Contractor shall provide and maintain its sanitary condition enclosed toilet for the use of all construction personnel located within the contract limits, complete with fixtures, water and sewer

connections and all appurtenances. Installation shall be in accordance with all applicable codes and regulations of the local authorities having jurisdiction thereof. Upon completion of the work, temporary toilet and their appurtenances shall be removed.

d) Temporary Water Service

The Contractor shall provide and maintain temporary water supply services, complete with necessary connections and appurtenances. Installed water supply lines shall be used as a source of water for construction purposes subject to the approval of the **Procuring Entity's Representatives**. The Contractor shall pay the cost of operation, maintenance and restoration of the water system. All temporary water service including equipment and piping shall be removed upon completion of work and all worn out and damaged parts of the permanent system shall be replaced and restored in first class condition equal to new.

e) Security

The Contractor shall provide sufficient security in the construction site to prevent illegal entry or work damaged during nights; holidays and other period when work is not executed; and during working hours. The Contractor shall take ample precautions against fire by keeping away flammable materials, and ensure that such materials are properly handled and stored. Fires shall not be built within the area of construction, except when permitted by the **Procuring Entity's Representatives**.

k) Safety

The Contractor shall allow for and provide all requisite and necessary safety barriers, guardrails to voids and openings and around vulnerable equipment as appropriate, and generally ensure that all works are carried out within a safe zone. Fully stocked and accessible first-aid facilities shall be provided in locations to suit the progress of works.

The Contractor shall be totally responsible for all reasonable precautions against fire in respect to the work, temporary works, offices, stores, and other places and things connected therewith.

The Contractor shall comply with all rules, regulations which have been enacted by the national and local government and shall maintain in good order a sufficient and efficient fire-fighting equipment together with personnel trained in its use.

2.3.3 Protection of Work and Property

The Contractor shall put up and continuously maintain adequate protection of all his work from damage and shall protect the Procuring Entity's property and adjoining property, as well as all materials furnished and delivered to him by the Procuring Entity. He shall make good any such damage, injury or loss, except such as may be caused by agents or employees of the Procuring Entity, or due to causes considered as an Act of God.

2.3.4 Compliance with Contract Requirements

a) Control of on Site Construction

Prior to start of any definable feature of the work, the Contractor must perform the necessary inspection to include as follows:

1. Review of Contract Documents to make sure that material, equipment and products have been tested, submitted and approved.
2. Physical examination of materials and equipment to assure its conformity to the specification, plans, shop drawing and other data.
3. As soon as the work has been started the Contractor shall conduct initial inspection to check and review the workmanship in compliance with the contract requirements for a particular item of work.
4. The Contractor shall perform these inspections on a regular basis to assure continuing compliance with the contract requirements until completion of a particular type of work.

2.3.5 Pre-Construction Meetings

Prior to the start of construction, Contractor's material men whose presence is required must attend pre-construction meetings as directed for the purpose of discussing the execution of work. In this conference, the Contractor determines the necessary precautions in mitigating the effect of construction on environmental aspect and medical services.

2.3.6 Progress Meetings

Progress meetings shall be called upon by the following for the purpose of discussing the implementation of the work:

- a. When called upon by the **Procuring Entity's Representatives** for the purpose of discussing the execution of work, Contractor's material men whose presence is necessary or requested must attend progress meetings. Each of such meeting shall be held at the time and place designated by the **Procuring Entity's Representatives**. Decisions and instructions agreed in these meetings should be binding and conclusive

- on the contract. Minutes of these meetings shall be recorded and reasonable number of copies shall be furnished to the Contractor for distribution to various materials men and vendors involved.
- b. The Contractor may also call for progress meetings, safety meetings, and pre-installation meetings, for the purpose of coordinating, expediting and scheduling the work. In such meetings, Contractor's material men or vendors, whose presence is necessary is requested to attend.
 - c. The Contractor shall coordinate closely with the Procuring Entity's Representatives to establish design and existing conditions reconciliations, construction schedules, sequencing of work, submittals, and other work identified in the drawings and specifications, including Procuring Entity's activities, through Weekly Coordination Meetings, so as not to delay.

2.3.7 Progress Report

The Contractor shall prepare and submit progress reports to the Procuring Entity's Representatives every fourteen (14) days 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, as stipulated in Section IV, Clause 31 Program of Work of the General Conditions of Contract.

2.3.8 Survey Data

The Contractor shall layout his work from established base 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 base lines and bench mark. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks until he is authorized to remove them. If the Contractor, through his negligence prior to the authorized removal destroys such marks, they shall be replaced at the expense of the Contractor.

2.3.9 Shop Drawing

The Contractor shall submit and furnish shop drawings and samples accompanied with the provision of the Conditions of Contract. The term "Shop Drawing" as used herein shall be understood to include detailed design calculations, construction drawings, lists, graphs supplemental specifications and others.

- a) Transmittal forms shall be filled out in typewritten or ink with no alterations or inter line actions unless initialized dates before submittal. Shop drawings shall be submitted as the same size as the contract drawing when practicable, but in no case it shall exceed dimension of

the contract drawings. The Contractor shall make preliminary check of all shop drawings for compliance with the contract documents and he shall stamp each print with statement of compliance with the requirements. The contractor may authorize his supplier to deal with the **Procuring Entity's Representatives** with regard to the shop drawings, however ultimate responsibility for accuracy and completeness in the submittal shall remain with the Contractor.

b) The said shop drawing and transmittal shall be submitted at a time sufficiently early, to allow review of the same by the **Procuring Entity's Representatives** and to accommodate the rate of construction progress required under the contract. The Contractor shall submit print copies of shop drawing with transmittal forms, and copies of brochures with transmittal forms as required by the **Procuring Entity's Representatives**.

c) Any shop drawing and samples submitted, not accompanied by transmittal forms of all applicable items on the forms or are not completed would be returned for resubmission. The **Procuring Entity's Representatives** who will check and evaluate mentioned shop drawing would retain print copy for his file and return the rest to the Contractor with notation. Returned shop drawing marked "No Exceptions Taken" or "Make Corrections Noted", means formal revision of said drawings will not be required. If it is remarked "Amend Resubmit" or "Rejected-Resubmit", the Contractor shall revise said drawing and shall submit revised drawing to the **Procuring Entity's Representatives**.

d) The **Procuring Entity's Representatives** shall process the submission and indicate the appropriate action on the shop drawing and transmittal forms. Construction of an item shall not commence before the **Procuring Entity's Representatives** has reviewed the pertinent shop drawing and returned it to the Contractor, marked as mentioned above. Revisions indicated on shop drawing shall be considered as changes necessary to meet the requirements of the contract drawings and specifications, and shall not be taken as the bases of claims of extra work. The Contractor shall have no claim for damages or extension of time due to any delay, resulting from having Contractors make the required revisions, unless review by the **Procuring Entity's Representatives** was delayed beyond reasonable period of time and unless the Contractor can establish that such delay in revision resulted in the delay of the project.

e) Resubmitted procedure shall follow the same procedure as the initial submittal.

2.3.10 Construction Photographs

The Contractor shall take photographs during the process of the work once a month, all taken where directed by the **Procuring Entity's Representatives**. At the completion of the project final photographs shall be sent to the **Procuring Entity's Representatives**. The photographs shall be neatly labeled, dated and identified in a little box in the lower right hand corner, showing the date of exposure, project name, location and direction of view.

All softcopies shall be retained by the Contractor until completion of the work at which time they shall become the property of the **Procuring Entity**.

2.3.11 Cleaning-up

The Contractor shall at all times keep the construction area including storage area used by him free from accumulations of waste material or rubbish. The Contractor, prior to the turn-over of the work to the **Procuring Entity**, shall remove any rubbish from the premises and all tools, scaffolding, equipment, and all materials not property of the **Procuring Entity**. Upon completion of construction, the Contractor shall leave the work and premises in clean, neat workmanlike conditions satisfactory to the **Procuring Entity**.

2.3.12 Documents to be submitted

The Contractor shall submit the following documents prior to final payment and before issuance of final certificate of payment in accordance with the provisions of the conditions contract.

- a) The guarantee required by the Conditions of Contract and any other extended guarantees stated in the technical sections of the specifications.
- b) A set of As-Built drawings (3 sets each - CAD, soft copies saved in CDs, and hard copies plotted in 20x30) shall be submitted showing accurate record of changes or deviations from the contract documents and the shop drawings indicating the work as actually installed. Records shall be arranged in order, in accordance with various sections of the specifications and properly indexed with certifications of endorsement thereof, that each of the revised print of drawings and specifications are complete and accurate. Prior to the application for final payment, and as a condition to its approval by the **Procuring Entity's Representatives**, the Contractor shall deliver the records, drawings and specifications arranged in proper order, indexed and endorsed herein specified.

2.3.13 Method of Measurement and Basis of Payment

Cost incurred in providing and maintaining Contractor's field office, temporary light and power, temporary toilet, water and security services,

including cost mobilization and demobilization, and cost incurred in the compliance of contract requirements shall not be measured and paid separately, same shall be deemed to be included in the cost of other items work, as part of the Contractor's construction overheads.

2.4 Inspections

2.4.1 Authorized Representative

Whenever the Contractor is not at the site, orders maybe given by the **Procuring Entity** to his authorized representative - **Procuring Entity's Representatives**, and shall be accepted and complied with by the Project Engineer, superintendent or foreman of the Contractor.

2.4.2 Inspection of Work

The **Procuring Entity's Representatives** shall, at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide facilities for such access for inspection.

2.4.3 Disputes

Refer to GCC – Clause 21.

2.4.4 Clean Up

The Contractor, prior to the turn-over of the work to the Procuring Entity, shall remove any rubbish from the premises and all tools, scaffolding, equipment, and all materials not property of the Procuring Entity.

3 SITE CONDITIONS AND PRELIMINARY PROCEDURES

3.1 Scope

The section means all matters pertaining to the structure and nature of the site and local resources required for the works and shall include the nature of the soil, subsurface conditions, and any factors which may affect earthworks including excavation works all of which must be taken into consideration when pricing.

The aforementioned is not by way of limitation of the conditions which the Contractor must take into account in preparing his tender and the Contractor shall allow everything necessary in these respect as he foresees or which arise subsequently or however he may be restricted during the carrying out of the work.

The Contractor must study the site conditions carefully before submitting his tender.

3.1.1 Site Inspection

The Contractor shall visit the site of the work and examine to fully understand all existing conditions relative to the work.

No increase in cost or extension of time will be considered for failure to know its conditions.

3.1.2 Permits

Secure and pay for the necessary permits needed for work.

3.1.3 Protection

- a) Workmen: Provide adequate measure to protect workmen and passersby in the site.
- b) Surrounding Area: adjacent property shall be fully protected throughout the operations.

3.1.4 Dimension and Levels

The dimensions and levels are shown on the Drawings but the Contractor shall carry out a site level survey, and record same on a Drawing, to verify them and all other particulars of the contract relevant to the site. The Contractor shall notify the **Procuring Entity's Representatives** of any discrepancy, error or omissions, giving him the opportunity of verifying the same. Shop drawings shall be prepared and supplied to the **Procuring Entity's Representatives** as and when he may require them.

3.2 Preliminary Procedures

3.2.1 Benchmarks

Site benchmarks shall be permanently and safely established, all to the satisfaction of the **Procuring Entity's Representatives**. The benchmark shall be shown on the Contractor's site level survey which shall be related thereto.

3.2.2 Setting Out

The contractor shall accurately set out the whole of the works to the lines, levels and profiles indicated on the drawings and shall be responsible for any errors in setting out and costs of rectifying the same. Setting out markers shall be properly established on a grid or contour system and in a manner such that the markers will not be disturbed by the work. The position or height of any marker so disturbed shall be re-oriented and replaced. The contractor shall maintain a log book recording all the marker points which shall be related to the bench mark set up for the site.

The Contractor shall snap chalk lines at the site for the Procuring Entity's Representatives approval prior to any construction. Should any discrepancy arise between scaled drawings and written dimensions, the Contractor shall verify with the Procuring Entity's Representatives immediately. Final location for fabricated modules are for Procuring Entity's Representatives approval before any installation.

3.2.3 Before Commencing Work

The Contractor shall liaise with all trades and interest concerned. The contractor shall not start or continue any part of the work until the conditions of the environment are suitable for the type of the work involved.

4 CARPENTRY AND JOINERY

4.1 Scope of Work – Rough and Finish Carpentry

This section includes all rough and finish carpentry and joinery works, as shown in the drawings and in accordance with this specification.

- a) Furnish materials and equipment and perform labor required to complete framing sheathing and related rough carpentry work as indicated on the drawings and/or specified herein.
- b) Include in the work, plates, straps, joints hangers, rods, dowels, rough hardware, fasteners and other miscellaneous iron and steel items pertinent to rough carpentry work.
- c) See drawings and details for location of framing, sheathing and related rough carpentry work required.

4.2 Storage and Protection

- a) Stack framing lumber and plywood to insure against deformation and maintain proper ventilation.
- b) Protect lumber and plywood from elements.
- c) Protect millwork against dampness during and after delivery.
- d) Lumber in contact with concrete or masonry shall be coated with asphalt or any approved preservative.
- e) Do not bring in interior finish, including doors, into building until plaster is thoroughly dry.

4.3 Material Requirements

4.3.1 Lumber

All lumber shall be in accordance with the accepted commercial standard and shall be of the approved quality of each kind and shall be of the following species and grades as shown in the drawings.

<u>Use</u>	<u>Species</u>	<u>Grade</u>
Wood trims, wooden		
Planks and wood vent		
And Door frames	Tanguile	Clear

a. Quality of Lumber

All lumber shall be of the approved quality of each kind required for the various parts of the work, well-seasoned, thoroughly dry and free from large, loose or unsound knots, saps, shakes and other imperfections impairing its

strength, durability and appearance. Jambs, transoms, mullions, headers, sills, frames and wood base shall be air dried and well-seasoned for at least two (2) months before use. Lumber must be sound, thoroughly seasoned, well cut and free from warp.

b. Substitutions

Any lumber equally appropriate for the purpose may be substituted for the kinds specified, provided that the substitution shall be acceptable to the Procuring Entity's Representatives.

c. Moisture Content

Except where otherwise specified, lumber shall be sun-dried, or kiln-dried. At time of installation, the maximum moisture content, expressed as a percentage of the oven-dry wood, shall be as follows:

d. Rough Carpentry and Framing

Framing lumber 2 inches and less in thickness: 19 percent

Framing lumber over 2 inches thick: 25 percent

Boards: 19 percent

Interior millwork, finish and trim: 17 percent

e. Grade and Trade Mark – required on each piece of lumber

f. Preservative and Pressure Treatment – all lumber shall be pressure impregnated with waterborne preservative like wolman salt, boiled salt, and tantalite H.R. Surface, cut after treatment, shall be brush coated with same preservative.

4.3.2 Plywood/Fiber Cement Board

Ceiling and partition shall be to 6-mm thick marine plywood or 4.5mm fiber cement board as specified in the plans or in the scope of work.

For interior walls or partitions as shown in the plans or as required, fiber cement board shall be installed in accordance with the manufacturers' specifications:

Wall Framing (galvanized steel section) Standard materials are C-Stud, U-Track, Rivet or wafer screw, expansion bolt 6mm, drywall screw 25, 38, 40mm, corner metal bead or corner super bead.

Pressure Treatment: All plywood shall be pressure treated.

Fixing: Fiber Cement boards can be fixed to steel frames (at least 0.55 mm thickness). The board must be supported at the edge, at intermediate positions with centers not exceeding 600 mm. Screws must be located more than 12 mm from edges and 50 mm from board corners.

Jointing: Since fiber cement board is subject to slight dimensional changes, a butt joint can be used in dry partitioning areas or where an exposed joint appearance is acceptable. For better water protection, either flexible acrylic or polyurethane based sealant can be used to seal gaps of 3-5mm.

For interior plywood, use Class A Plywood. The specie and thickness shall conform to the Drawings. All plywood shall be pressure treated.

4.3.3 Fasteners

Fasteners shall be of the type and size best suited for the purpose as shown in the drawing. Fasteners shall be zinc coated regular commercial size as indicated and shall conform to ASTM specification A307.

For metal screws, the size and length of the screw depends on the thickness of the board and the gauge of framing. Pre-drilling the board is a must unless self-embedding, self-drilling head screws (for fixing 8 – 12 mm board to steel frame), (for fixing 4 – 6 mm board to galvanized steel frame) and (for fixing 15 – 20 mm board to steel frame) are used.

Other rough hardware and metal fasteners such as plates, straps, nails, spikes, screws, bolts, joists, hangers, rods, dowels, fasteners, and miscellaneous iron and steel items shall be of size and types to rigidly secure members in place.

4.4 Construction Requirements

4.4.1 Installation

Framing shall be cut square on bearings, closely fitted, accurately set to required lines and levels and rigidly secured in place. Plans and dress side of frames that will receive wallboards or sidings.

Wood furring and nailers shall be in accordance with detailed drawings. Where not indicated on the drawings or mentioned herein, furring trips shall be 2.5 centimeters by 5 centimeters (1"x 2") spaced at 40 centimeters (16 inches) on center both ways. Fasten wood furring securely by expansion bolts or other approved device at every 60 centimeters (2 ft.) on center. Wood plugs shall not be used.

4.4.2 Measurement and Coordination

Check and verify measurement at site prior o fabrication.

Coordinate work with all other related trades.

4.4.3 Workmanship

Rough Carpentry

Lumber for framing and other carpentry or metal framing shall be fitted closely, set accurately to the required lines and levels, and shall be secured in a place in a rigid and substantial manner. Spiking, nailing and bolting shall be done in an approved manner. Spikes, nails and bolts shall be of the proper size, and care shall be taken so as not to split the members. All frames coming in contact with concrete or masonry shall be anchored by means of nails, metal screws with toxspaced sufficiently apart all around the contact surfaces. Bolt holes shall be drilled accurately and shall have a diameter of 3 mm more than the bolt size. All exposed wood surfaces shall be smoothly dressed and if so required, shall be well sand papered to an even smooth surface ready for finishing.

Finish Carpentry

All wood finish, millwork and built-in cabinet work shall be true to details, clean, and sharply defined. Panels must be set to allow for free movement in case of swelling or shrinkage. Means of fastening various parts together shall be concealed.

Scope

Furnish materials and equipment and perform labor required to complete built-in cabinetry and countertops and related finish carpentry work as indicated on the drawings and/or specify herein.

Storage and Protection

Protect millwork against dampness during and after delivery. Do not bring in interior finish, including doors, into building until plaster is thoroughly dry.

Measurement and Coordination

Check and verify measurement at site prior to fabrication. Coordinate work with all other related trades.

Lumber

Kiln-dried quarter saws containing not more than 14% moisture, free from imperfections impairing its strength and finish.

4.4.4 Finish Framing

Grades and species of wood shall be as specifies. Interior finish shall be set plumb, level, square and in true alignment and joints shall be tight and formed to conceal shrinkage. All finish framing, shall be done as much as possible with carefully fitted mortise and tendon joints as much as possible, if not possible locate them in inconspicuous places where nailing is permitted on wood surfaces. Nailing and blocking shall be provided as necessary.

Finish

Mill, fabricate and erect interior finish as indicated on the drawings. Machine-sand at the mill and hand-sand smooth at the job. Interior trim set against concrete, masonry or wood shall be separated with 6 millimeter (1/4 inch) stone cut joints. Intersecting plywood veneers or plywood panels shall be finished with a corner trim of wood with same specie and finish as the plywood. Make joints tight and in a manner to conceal shrinkage. Secure trim with fine finishing nails, screws, or glue where required. Set nails for putty stopping. Window and door trim shall be single length. Mites molding at corner, cope at angles.

For word door, jambs, and head, set door frames plumb and level and brace until built-in. Anchor wood frames to masonry with approved metal anchors on each side of jamb. Place top and bottom anchors 20 centimeter (8 inches) from head and floor.

For wood shelving, each shelf shall be supported on a continuous wood cleat at walls. Secure cleats to masonry walls by expansion bolt or approved fastening device.

For built-in cabinets and countertops (mill made), fabricate counter and cabinets in accordance with details. Only sound kiln-dried lumber or plywood shall be used. Erect cabinet straight, level and plumb, and securely anchor in place. Scribe and closely fit cabinets to adjacent work. Provide necessary grounds and anchors for securing cabinet work in place.

For fixed glass on wood frames, where fixed glass is set on wood frames, thoroughly prime rabbets and wood stops. Fit screw and secure in place loosely with chrome oval-head screws.

4.4.5 Rough Framing

Framing and other rough carpentry shall be fitted closely and set accurately to the required line and levels and shall be secured in place in a rigid and substantial manner. Framing members shall not be spliced between bearing points and shall be provided as necessary for the proper completion of the work. Nailing shall be done in an approved manner, so as not to split the framing members.

4.4.6 Hardware Installation

Accurately fit and install all finish hardware items required. In surface-applied hardware is fitted and applied before painting, remove all such items, except butts, and reinstall after painting is completed.

4.5 Protection of Work

The Contractor shall protect all finished woodwork and millwork from injury after it has been set in place until completion and final acceptance.

4.6 Hardware/Miscellaneous Items and Other Consumables

Items of hardware to be installed shall be as directed or as shown in the drawings and fitted carefully, attached securely. Care shall be exercised not to mar or injure the work.

Accurately fit and install all finish hardware items required. If surface-applied hardware is fitted and applied before painting, remove all such items, except butts, and reinstall after painting is completed.

4.7 Basis of Payment

The accepted quantities measured as prescribed in the bill of quantities shall be paid for at the appropriate contract unit price for the pay item listed as shown in the bid schedule, which price and payment shall be full compensation for placing all materials, labor, equipment, tools and incidentals to complete the work.

5. MOISTURE & THERMAL PROTECTION

5.1 Scope of Work

The section includes the furnishing and installation of the Contractor of all materials and labor required to provide waterproofing, including miscellaneous works, on designated locations.

WATERPROOFING

Furnish materials and equipment and perform labor required to complete:

- a) Cold Fluid-Applied Waterproofing
- b) Latex-rubber waterproofing (Liquid-applied waterproofing membrane)
- c) Elastomeric water proofing membrane shall be liquid applied single component and made by a reputable manufacturer.

5.2 Submittals

Manufacturer's Literature: Submit two copies

Product Data: For each type of product indicated

Shop Drawings: Show locations and extent of waterproofing. Include details for substrate joints and cracks, penetrations, inside and outside corners, tie-ins with adjoining waterproofing, and other termination conditions.

Product test reports

5.3 Guarantee

Materials and workmanship shall be guaranteed for at least five (5) years from date of Substantial Completion.

5.4 Description

Liquid Waterproofing

Waterproofing compound of elastomeric or other substances applied in liquid form and cures to an impervious membrane.

5.5 Execution

Liquid Waterproofing

All surfaces to be waterproofed should be clean, sound and dry. Concrete surfaces should have a light steel-trowel followed by a fine hair-broom or equivalent finish that is dry and free from dust, oil and other contaminants. Remove all high spots. Moss and lichen must be removed physically followed by treatment with fungal

wash down through and allowed to dry. Laitance should be removed from concrete by grit blasting, wire brushing or wet jet blasting and allowing to dry.

a. Surface Preparation:

1. All floor surfaces to which flooring is to be applied shall be dry, clean, smooth and free from oil or grease and from projections that might puncture the coatings.
2. Mask off adjoining surfaces not receiving waterproofing to prevent spillage or overspray affecting other construction.
3. Remove grease, oil, bitumen, form-release agents, paints, curing compounds, acid residues, and other penetrating contaminants or film-forming coatings from concrete.
4. Final cleaning method shall be treating the concrete surfaces with 10% to 15% solution of muriatic acid to remove laitance and impurities.
5. Prepare vertical and horizontal surfaces at terminations and penetrations through waterproofing and at expansion joints, drains, and sleeves according to ASTM C 898 and ASTM C 1471 and manufacturer's written instructions.
6. After acid has stopped foaming or boiling immediately rinse thoroughly with water.

b. Application:

1. Apply waterproofing according to ASTM C 898 and ASTM C 1471 and manufacturer's written instructions.
2. Apply a primer coat of elastomeric coating standard of the manufacturer at the rate of 1.3 liters per 10 square meters (1/3 gallon per 100 square meter) over surfaces.
3. After the primed surfaces has dried, apply 35 dry mills of coating at the rate of 10 square meter per 3.79 liters for three (3) coatings to all surfaces by brush or roller.
4. Allow three (3) hours or longer between coatings if relative humidity is above 70%.
5. When using roller application method, the material shall not be rolled excessively.
6. Right quantity of material and proper application strokes shall be made to produce a uniform firm thickness and to prevent undue sagging.
7. The coat must flow into all cracks, control joints and pores. For clean-up purposes, use water.

5.6 Basis of Payment

The accepted quantities measured as prescribed in the bill of quantities shall be paid for at the appropriate contract unit price for the pay item listed as shown in the bid

schedule, which price and payment shall be full compensation for placing all materials, labor, equipment, tools and incidentals to complete the work.

6. DOORS AND WINDOWS

6.1 Scope of Work

This section calls for the furnishing, fabrication and installation of doors and windows in accordance with the plans and specifications.

Furnish materials and equipment and perform labor required to complete the doors, windows, and frames.

See drawings and details for sizes, locations, and other requirements.

6.2 Shop Drawings

Submit shop drawings of fabricated items showing sizes of all members and method of joining and anchoring.

6.3 Samples

Submit sample corner sections of doors, or jambs.

6.4 Schedule

Refer to the Schedule of Doors and Windows

6.5 Protection

- a. Before shipment from factory, cover the doors and windows with heavy building paper or other adequate covering to protect finish surface from mortar, plaster, finger prints, scratches or stains.
- b. Surfaces in contact with concrete, plaster, steel or other dissimilar parts shall be given a coat of suitable alkali-resistant bituminous paint.
- c. Doors and windows shall have hard, smooth satin finish and shall receive a coating of methacrylate lacquer as an additional protection.
- d. Shop paint with two coats of air dried zinc chromate rust inhibitive primed all items except aluminum brass or stainless steel.

6.6 Material Requirements

6.6.1 Doors

(1) General

Doors schedule, color and design shall be in accordance with the plans. Door panels shall have 44-mm thickness, unless otherwise specified or shown on plans, except for counter doors, which shall be 31 mm thick.

(2) Door Types

(a) Hollow Core Doors

Except as otherwise specified, flush door shall be done in accordance with the detail as shown on the plans. The plywood edge protection shall

be around and into the outside frame of the door in order to prevent “peeling off” of the plywood veneers at the edges.

Flush Doors (Wooden Hollow-core Flush Doors)

Wooden Hollow-Core Flush Doors shall be 44 mm. thick. And use 6 mm thick marine plywood. Provide paint finish.

Wood Doors

1) Materials

- a. Plywood: first quality plywood grain and color suitable for painted finish.
- b. Framing: Kiln-dried Tanguile treated lumber for interior framing.

2. Fabrication

- a. Assemble joints in doors with water-resistant glue. Keep doors under pressure until glue has thoroughly set.
- b. Sand smooth finished door. Door must have tiger joints and clear-cut mouldings.
- c. Faces shall be free from defects or machine marks that will show through the finish.
- d. Wood flush doors hollow core:
 - 1. Size, design and thickness shall be as indicated on the drawings.
 - 2. Doors shall have cross banding, and faces of two or more plies with a combined minimum thickness of 2.5 millimeters (1/10 inch) after sanding. Face veneer shall be first class quality selected plywood either rotary-cut or sliced-cut.
 - 3. Provide lock blocks of size required for hardware use. Rails and side edge bands shall be of hardwood same as face veneer.
 - 4. Doors shall be rimmed square and factory pre-fit to standard sizes.

3. Installation

- a) Each door shall be accurately cut, trimmed and fitted to its frame and hardware.
- b) Give allowance for painter's finish and possible swelling or shrinkage.
- c) Clearance at lock and hanging stiles and at top shall not exceed 3 millimeters (1/8 inch). At bottom, not bigger than 6 millimeters (1/4 inch).
- d) All corners shall be rounded to 1.5 millimeters (1/16 inch radius). Lock and rail edges shall be slightly leveled.
- e) The screws for hardware shall not be driven, but merely started by driving and then screwed home.

- f) All doors shall operate freely and with all hardware properly adjusted and functioning.

(b) PVC Doors

PVC doors for interior shall be of best quality. PVC doors shall be 44mm thick. and shall also be provided with bottom louvered portions as indicated in the plans.

(c) Metal Flush Doors

Double-swing Metal Flush Doors shall be 44 mm. thick steel door with standard honeycomb insulation, with ga.20 galvanized door skin and ga. 16 galvanized bended plain rabbet jamb for double-swing doors, with paint finish of epoxy enamel spray and provided with 6 mm thick clear half or narrow lite glass panels as indicated in the plans. Also provide heavy-duty door pivots or thin-slab floor hinges and other required accessories such as stainless steel door handles, standard duty deadbolt lock, and stainless steel push plate for stretchers. Details and sizes shall be in accordance with the plans and supplementary drawings.

Metal Doors

1. Materials

Aluminum:

- a) Extruded sections - alloy 6063-T5
- b) Fastening device - cadmium plated
- c) Anchor bolts - pressed or rolled and galvanized
- d) Shimming material - chemically treated wood

2. Fabrication

Aluminum Works:

- a) Wall Panel Assembly - Accurately mate vertical and horizontal pieces flush at intersections. Assembled dimensions shall conform to the drawings.
- b) Door Assembly - Door stiles and top rails for swing doors shall be from solid extrusions. Fit members of hairline joints.

3. Installation

- a) All frames shall be erected, plumb, square, and true to line and level, with secure fastening to structures and anchors. Formed steel stiffeners and reinforcement shall be installed within frames at all points where tap screw fastenings are used in connection with embedded strap anchorage.

- b) Doors shall be installed by authorized representative of the manufacturer, but not before all plastering is completed.
- c) All glazing beads and bars shall be tap screw set and let loose. All items of hardware shall be adjusted for proper functioning.

4. Hardware

All metal doors and frames shall be mortised, reinforced, drilled and tapped for mortise hardware in accordance with templates or hardware finished under "Finish Hardware."

5. Inspection

Carefully examine and clear all aluminum surfaces and test all framing and hardware. Make all repairs and adjustment to the work, leaving it in a satisfactory condition.

6. Schedule

Refer to Schedule of Doors

6.6.2 Metal Windows

1. Scope

- a. Furnish materials and equipment and perform labor required to complete all metal windows shown on the drawings.
- b. See drawings and schedules for size, type and details of metal windows required.

2. Shop Drawings and Samples

- a. Submit shop drawings.
- b. Submit sample corner sections, hinges, handles and other accessories.

3. Protection

After fabrication and before delivery to job site shop paint steel windows with two coats of air-dried zinc chromate rust inhibitive primer.

4. Materials

- a. Sections of steel windows shall be solid hot-rolled shaped made from new billed steel and be straight and smooth on exposed surfaces.
- b. For light casement: Frame and ventilator members shall be set-shaped and have a combined weight of not less than 2.95 kilogram per linear meter (2 pounds per linear foot).

Frame, meeting rail and ventilator for members shall not be less than 25 millimeters (1 inch) in depth front to back and not less than 3 millimeters in thickness.

- c. For intermediate casements: Frame sections shall have two equal length outstanding legs not less than 10 millimeters (3/8 inch) high or be of modified channel shape with unequal than 12 millimeters (1/2 inch) against the masonry, concrete or metal work of openings.

Frame, meeting rails and ventilator members shall not be less than 32 millimeters (1-1/4 inch) depth front to back and not less than 3 millimeters (1/8 inch) in thickness. Combined weight of outside frame and ventilator sections shall be 4.1 kilogram per linear meter (2.75 pounds per linear feet).

- d. For heavy casements: Frame sections shall have two equal length outstanding legs not less than 10 millimeters (3/8 inch) high or be a modified channel shape with unequal length legs to provide a continuous flat bearing of not less than 12 millimeters (1/2 inch) against the masonry, concrete or metal work of opening.

Outside frame, meeting rail and ventilator members shall not be less than 38 millimeters (1-1/2 inch) deep front to back and not less 3 millimeters (1/8 inch) thick.

Combined weight of frames and ventilator shall be 5.6 kilogram per linear meter (3.80 pounds per linear foot).

5. Fabrication

- a. Fabrication corners, joints and intersection of members by mitering or coping and welding. Make all welds solid. Remove excess metal exposed and contact surfaces and dress smooth.
- b. Ventilator for all windows shall form continuous two point flat weathering contact with frames. For intermediate and heavy casements, metal to metal contact between ventilator and frame shall be such that when ventilator is locked, it will not be possible to insert without forcing a metal fooler gauge 25 millimeters (1 inch) wide 0.8 millimeter (1/32 inch) thick at any point in the perimeter.
- c. Provide continuous drip mould on transom bars immediately above ventilators and at heads where ventilators are at full height of opening.

For continuous combinations of fixed and ventilator sections, extend drip across entire window head.

Drips may be integral with frames or applied.

Applied drips shall not be less than gauge 16 cold rolled steel for light and intermediate type and gauge 14 for heavy type.

6. Hardware

- a. Hinges - Friction type extension steel hinges with bronze pins.
- b. Handles - Solid bronze can type locking handle.

7. Installation

- a. Set and anchor windows as shown on details and approved shop drawings.
- b. Set windows plumb and square and brace where necessary to prevent distortion.
- c. Window set in prepared openings shall be wedged clean of masonry 4.8 millimeters (3/16 inch) to 6 millimeters (1/4 inch) to allow for caulking.

8. Adjustments

- a. Adjust windows and attach hardware before glazing.
- b. Leave windows in water-tight conditions with movable ventilators and hardware operating free and easy.
- c. Adjust friction hinges to proper tension.

6.6.3 Glass

Scope

- a. Furnish glass free from imperfections and watermarks and other materials and equipment and perform labor required to complete all glass and glazing work.
- b. See drawings for size, location and details.

Samples

Submit samples of glass panel.

Protection

Protect materials from loss, injury, staining, and breakage. Lost and damaged materials shall be replaced by the Contractor at his own expense.

Products

Materials

- a. Plate Glass - mechanically round and polished after rolling resulting in parallel, distortion-free surfaces. Use where good vision is required.

b. Float Glass - manufactured by "floating continuous ribbon of molten glass onto a bath of molten tin where it is reheated to obtain a flat, fire-polished finish. It is then allowed to cool to a degree permitting it to be drawn on rollers in a long oven and then annealed.

Commonly used in windows, sliding doors, and window walls.

Grade AA - intended for use where superior quality is required.

Grade A - intended for selected glazing.

Grade B - intended for general glazing.

Glazing

Glazing materials for glass installation may be:

a. Bull compounds such as:

Mastics - elastic compounds and non-skinning compound.

Puttied - wood sash putty, metal sash putty.

Sealant - one component, two components.

b. Performed sealant such as:

Synthetic polymer - bass sealant - resilient or non-resilient type.

Performed gaskets - compression type, structural type.

Execution

Glazing

a. Prevent glass from all contact with metal or any hard or sharp materials by use of resilient shims placed at quarter points.

b. Use resilient sealant.

c. Use stops in sizes permitting a "good grip" of the glass.

d. Install glass only in openings that are rigid, plumb and square.

- e. Allow sufficient clearance at edges of glass to compensate for its expansion or for some settlement of the building. Clearance should be 6 millimeters (1/4 inch) from edge to frame and 3 millimeters (1/8 inch) for face.
- f. Markings, banners, posters, and other decay shall not be applied directly to glass surface as these could cause thermal stress.
- g. Removal of putty or glazing compound smears from glass shall be performed by the glazing contractor during the materials normal work life. Failure to do so may result in damage to the glass.

6.6.4 Hardware

Hardware for doors and windows shall be acceptable foreign and local products of the types, materials, sizes and mechanism as indicated on the drawings, and shall be free from any mark or other defect. Submit samples for Construction Officer's or Architect's approval.

Hinges and door closer shall be the type size and capacity as indicated on the drawings, however, the Contractor shall verify each hardware item as to weight and other load of doors and windows, and minor modifications may be made without change in construction cost.

Each vent shall be a solid bronze, polished, cam locking handle and strike.

6.6.5 Shop Finish

All doors shall be given one shop coat of approved rust inhibitor of the standard type with the steel window manufacturer.

6.6.6 Painting

Refer to the Section entitled PAINTING.

6.6.7 Protection and Cleaning

The Contractor shall be responsible for protecting the windows during construction and for cleaning at the completion of the building.

6.6.8 Samples and Submittals

Submit samples of panel glass not less other than 2" x 3" and glazing materials in lengths not less than 6" for Construction Officer's approval.

Submit manufacturer' specifications and recommendations for glazing conditions specified herein. Submit certificate of compliance, certifying conformity with the requirements of this specification.

6.6.9 Delivery

All glass shall carefully packed for transportation, exercising reasonable precaution to insure avoidance of damage during transit. Care shall be insured in unloading, unpacking and storage on arrival at jobsite to avoid damage. Deliver all glazing accessory materials in manufacturer's original unopened containers, clearly marked as to their contents.

6.6.10 Storage

Store all materials at the jobsite, in a manner assuring its safety from all forms of damage. Protect glass from soiling, condensation, etching, etc., Follow manufacturer's recommendations properly.

6.6.11 Glazing

Prevent glass from contact with metal or any hard or sharp materials by use of resilient shims placed at a quarter points. Use resilient sealants. Use stops in sizes permitting a "good grip" onto glass. Install glass only in opening that are rigid, plumb and square. Allow sufficient clearance at edges of glass to compensate for its expansion or for some settlement of the building. Clearance should be ¼ inch from edge to frame and 1/8 inch for face, markings, banners, posters and other decal should not be spelled directly to glass surface as these could cause thermal stresses. Removal of part of glazing compound smears from glass shall be performed by the glazing contractor during the materials normal work life. Failure to do so may result damage to the glass.

6.7 Construction Requirements

6.7.1 Installation of Doors

Doors shall be installed only after the completion of other works, which may affect the moisture content of the door. Doors shall be fitted and trimmed as required by the opening they will cover. Doors shall have a clearance of 3 mm at the side and top and shall have a bottom clearance of 6 mm over thresholds or as shown on details. The lock edge shall be leveled at the rate of 3-mm in 50 mm. Cuts made on the jambs shall be sealed immediately after cutting, using a clear water-resistant varnish or sanding sealer.

Doors with surfaces receive paint finish may be furnished factory primed, and doors with natural finish may be furnished factory pre-finished. Final furnishing shall be done in site in accordance with painting and varnishing specifications.

6.7.2 Installation of Window

Window framing and aluminum and steel frame shall be fitted closely, set accurately to the required lines and levels, and secured and place in a rigid manner with the use of appropriate fasteners. Frame corners shall be mitered and mechanically locked to attain extreme rigidity.

Steel casement and aluminum frames and glass shall be of the design, size and thickness as indicated. Steel casement and aluminum framing and clip shall be shop fabricated and shall be loosely pivoted to allow free movement. The leaves shall be secured. Movable section of the window shall allow easy operation either to close or open operation.

Doors and windows screen shall be installed by well experienced installer and shall be in accordance with the instruction of the Procuring Entity's Representatives.

6.7.3 Installation of Builders Hardware

(1) Door knobs, lock and larch strikes

All lock and latch strike shall be installed in door frames at the same height from the floor. Door knobs shall be so located that the center of the knob is 0.90 m from the finished floor.

(2) Butt Hinges

Each panel of hinged door shall be provided with two (2) butts for doors 1.50 m or less in height; three (3) butts, over 1.50 m high and not over 2.10 m in height. Doors of a greater height than 2.10m, unless otherwise specified, shall be provided with an additional one- (1) butt for each 0.65-m or fraction thereof.

Size of the Butt Hinges required as follows:

Thickness of Door	Width of door	Size of Butt Hinges
21 mm or 25 mm (7/8" or 1")		63 mm (2-1/2")
28 mm (1-1/8")		75 mm x 75 mm (3" x 3")
44 mm (1-3/4")		100mm x 100mm

		(4" x 4")
56 mm x 63 mm (2-1/4" x 2-1/2")		125 mm x 125 mm (5" x 5")

6.8 **Method of Measurement and Basis of Payment**

- (1) The quantities for doors to be paid for shall be the number of square meter and/or number of units of door panel completed and accepted. Payment of this item shall be deemed to include the cost of jambs, heads, door frames, nailers, glass pane (if any) and finish hardware.
- (2) The quantities accomplished for steel or aluminum casement windows shall be measured in square meters of area and/or number of units completed and accepted. Payment of this item shall be construed to include the cost of window jambs, sill, transom, mullions, aluminum frames and finished hardware.
- (3) The quantities accomplished for each type of steel window shall be paid in square meters of area and/or number of units completed and accepted for each item of work. Payment for these items shall be considered to include the cost of steel frames, glass panels, finished hardware and glazing and incidental works.
- (4) The quantities accomplished for doors/windows screen shall be paid in square meters of area and/or number of units completed and accepted for each item of work. Payment for this item shall include the cost of aluminum frames, screen, accessories and other incidental works necessary to complete the work.

The quantities measured as stipulated above, shall be paid for at the contract unit price for each item, which price and payment shall be fully compensation for furnishing and placing all materials, labor, equipment, tools and incidentals necessary to complete the work described on this section.

7. FINISHES

7.1 Scope of Work

This section covers all works required in connection with surface finished on wood, metal, masonry and concrete surfaces in accordance with this specification and as shown in the drawings.

Furnish materials and equipment and perform labor required to complete ceramic glazed and vitrified ceramic tile work.

See drawings and details for location and extent of work required.

7.2 Samples

Submit sample of floor and wall tiles including all required beads and moldings.

7.3 Delivery of Materials

Deliver all materials in original cartons and container with labels intact and seals unbroken.

7.4 Protection of Finished Work

- 1) Cover floor with heavy building paper before foot traffic is permitted over finished tile floors.
- 2) Lay board walkways on floors to be used as passageways.

7.5 Products

7.5.1 Floor Tiles – Tiles shall be standard grade, unglazed vitrified tiles, and 6 mm thick. Color and pattern shall be as specified in the drawing or as approved by the Architect.

For all other floor finishes not indicated below, refer to schedule or call-out specifications of finishes indicated in the plan.

- 3 mm thick x 150 mm x 900 mm Vinyl Tiles/Planks in Traditional Wood Patter (Terminal 1)
- 2.5 mm thick x 150 mm x 900 mm Vinyl Tiles (Terminal 2)
- 600 mm x 600 mm Granite tiles to match with Airport Flooring (Terminal 3 Main Office Space)
- 300 mm x 300 mm Vitrified Floor Tiles (Terminal 3 Toilet Floor Tiles)

Glazed Wall Tiles – standard glaze bright or matte glazed. Square edge or cushion edge with integral spacers approximately 8 mm (5/16 in.) thick.

Vitrified Unglazed Floor Tile – standard grade unglazed natural clay type dust-pressed or extruded approximately 6millimeters (¼ inch) thick.

Trim – compatible with type, color, thickness, face size and finish as specified wall tiles.

Accessories – soap holders and paper holders shall be recessed type to follow color specified.

Vinyl floor tile wherever indicated in the drawing shall be 3.0mm thick or otherwise specified in the plans. Verify color, design and pattern.

7.5.2 Grout Materials

As required by the Procuring Entity's Representatives or as follows:

Portland Cement Grout:

Scratch Coat: 1 part Portland cement to 5 parts damp sand to 1/5 part hydrated lime.

Mortar Bed: 1 part Portland cement to 5 parts sand to ½ part hydrated lime.

Bond Coat: neat Portland cement paste.

7.5.3 Wall Tiles

It shall be 6-mm thick, standard grade, glazed vitrified tiles. Color and pattern shall be as shown in the drawing or as approved by the Procuring Entity's Representatives. Tiles shall be free from lamination, serrated edges, chipped off corners and other imperfections affecting their quality, appearance and strength.

- 200 mm x 300 mm Vitreous Ceramic Wall Tiles (at Utility Room and all Toilets and Baths)

1) Execution

a. General

The work consists of furnishing all materials, labor and performing all operations in connection with tile finishing of floors and walls, complete including mortar beds for the tile. Tile work shall not be started on portions where embedded lines crossed over the area until roughing-ins for plumbing and electrical work has been completed and tested. The work of all other trades in the areas where the work is to be done shall be protected from damage in a workmanship manner as directed by the **Procuring Entity's Representatives**.

b. Mortar for Tiles

A scratch coat for wall tile shall consist of one part Portland cement, ¼ part lime putty and 3 parts sand by volume. Scratch coat shall have a

minimum thickness of 9mm. The buttering mortar for setting wall tiles and mortar setting bed for floor tiles shall have the same proportion as that of scratch coat.

c. Floor Tiling

(a) Preparation of Surfaces

Before tile is applied with a dry-set mortar bed, the structural floor shall be tested for levelness or uniformity of slope by flooding it with water. Areas with ponds shall be filled, leveled and reset before the setting bed is applied. The slab shall be soaked thoroughly with clean water on the day before the setting bed is applied. Immediately preceding the application of the setting bed, the slab shall again be wetted thoroughly but, no free water shall then be applied not more than 1.5 mm thick. The mortar shall be spread until its surface is true and even and thoroughly compacted, either level or sloped uniformly for drainage, where required. A setting bed, as far as can be covered with the tile before the mortar have reached its initial set, must be placed in one (1) operation, but in the event that more setting mortar has been placed that can be covered, the unfinished portion shall be removed and cut back to a clean leveled edge.

(b) Application of Floor Tile

All tiles shall be soaked in clean water to a minimum of one (1) hour before they are installed. Placing tile on a wetted cloth in a shallow pan before installing shall damp absorptive mounted tile. Before the initial set has taken place in the setting bed, a skim of Portland cement mortar 75 mm to 1.5 mm thick may be hand dusted uniformly over the setting bed and worked lightly with a trowel or brush until thoroughly damp. The tiles shall then 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. Tapping and leveling shall be completed within one (1) hour after placing tiles. Borders and defined lines shall be laid before the field or body of the floor. Where floor drain is provided, the floor shall be sloped properly to the drains. Cutting of tiles, where necessary, shall be done along the outer edges of the tile against trim, base, thresholds, pipes, built-in fixtures and similar surfaces and shall be geared and joined carefully. Tiles shall be secured firmly in place, and loose tiles or tiles sounding hollow shall be removed and replaced to the satisfaction of the **Procuring Entity's Representatives**. All lines shall be kept straight, parallel and true all finished surface brought to true and even planes.

Floor Tile Installation on Mortar Bed

- 1) Before spreading the setting bed, establish line on borders and center the fieldwork in both directions to permit the pattern to be laid with a minimum on cut tiles.
- 2) Clean concrete sub-floor then moisten but not soak. Afterwards sprinkle dry cement over the surface and spread the mortar on the setting bed.
- 3) Mix mortar 1 part Portland cement to 3 part sand. Tamp to assure good bond over the entire area and screed to provide a smooth and level bed at proper height and slope.
- 4) Pitch floor to drain as required.
- 5) After setting bed has set sufficiently to be worked over, sprinkle dry cement over surface and lay tile.
- 6) Keep tile joints parallel and straight over the entire area by using straight edges.
- 7) Tamp the tile solidly onto the bed, using wood block on size to ensure solid bedding free from depressions.
- 8) Lay tiles from centerlines outward and make adjustment at walls.

d. Wall Tiling

(a) Preparation of Surfaces

Scratch coat shall be applied on prepared surface to serve as backing for wall tiles, not less than 24 hours or more than 48 hours before starting the tile setting. Temporary screeds shall be applied to the scratch coat to provide a true and plumb surface to the proper distance back from the finished wall. The setting bed shall be applied, rotted and floated flushed with the screeds over an area greater than will be covered with the tile while the bed remains plastic. The thickness of the setting bed shall not exceed 20 mm and the mortar shall not be tempered.

(b) Application of Wall Tile

Tiles shall be soaked in clean water for a minimum of one (1) hour before they are installed. A skim coat of Portland cement mortar shall be mixed with water to the consistency of thick cream. 75 mm thick shall be applied to the mortar setting bed, or to the back of each tile. The tiles shall then be pressed firmly upon the setting bed and tapped until flush and even plane of the other tiles. The tiles shall be applied before the mortar bed has taken its initial set. Intersections and returns shall be formed accurately. All lines shall be kept straight and true; and all finished corners rounded. Horizontal joints shall be maintained level and vertical joints plumb alignment.

Wall Tile Installation on Mortar Bed

- 1) Before application of mortar bed, dampen the surface on scratch coat evenly to obtain uniform suction.
- 2) Use temporary or spot ground to control the thickness on the mortar bed. Fill out the mortar bed even with the grounds and rob it to a true plane.
- 3) Apply the mortar bed over an area no greater than can be covered with tiles while the coat is still plastic.
- 4) Allow no single application of mortar to be 19 millimeter (3/4 inch.) thick.
- 5) Completely immerse glazed wall tile in clean water and soak it at least 1/2 hour. After removal, stack tile on edge long enough to drain off excess water. Resoak and drain individual tiles that dry along edges.
- 6) Allow no free moisture to remain on the back of the tile during setting.
- 7) Apply a bond coat 0.8 millimeter to 1.6 millimeter (1/32 to 1/16 inch) thick to the plastic setting bed or to the back of each shell of tile.
- 8) Press tile firmly into the bed and beat into place within 1 hour.
- 9) Lay tile fields in rectangular block area not exceeding 60 centimeter x 60centimeter (24 by 24 inches). Cut the setting bed through its entire depth along the edge on each block area after placement and before subsequent block are installed.
- 10) Within 1 hour after installation on tile, remove strings from string-set tile and wet the face on face-mouthed tile and remove the paper and glue. Avoid using excess water. Adjust any tile that is out of alignment.

Setting Tile on Adhesive Two Methods

Note: There are two methods of setting tiles with adhesive:

1. Spreading it on the back of each tile at set is called the "Buttering" method.
2. Combine adhesive over the entire foundation surface is called the "Floating method.

The "Floating method is generally preferred because it is faster, gives a more uniform appearance, used less adhesive and gives better waterproofing treatment to the wall.

The "Buttering" method is recommended where tile must be cut and fitted around plumbing and electrical fixtures.

a. Floating Method:

1. Apply gobs on adhesive to wall and comb out adhesive with a trowel or scraped having notched and flats as recommended by manufacturer.
2. Hold trowel at 30 - 45 angle to the wall surface for easy spreading and maximum coverage.
3. Set tile using a slight twisting motion and press down to give a final adhesive thickness on 1.5 millimeter (1/16 inch).
4. Do not allow spread adhesive to stand over 45 minute before setting tile.

b. Buttering Method:

1. Apply sufficient adhesive to the back on each tile to produce a spot of approximately 75 centimeter (3 inches) in diameter, when bonded.

Press down adhesive thickness to 1.5 millimeter (1/16 inch) using a slight twisting motion.

e. Jointing

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

f. Grouting

Grouting shall be done using the approved materials of the **Procuring Entity's Representatives**. Grouting shall be done as soon as the mortar beds have sufficiently set. All cement shall be Portland cement, colored or white, as required. Where light colored mortar is required in joints, mixture of white cement and non-fading mineral oxide shall be used to produce the desired color. The quantity of mineral oxides shall not exceed 10% of the volume of the cement in any case.

Grouting

- 1) After tile has sufficiently set, force a maximum of grout into joints by trowel, squeeze, brush on finger application.
- 2) Before grout sets, strike on tool the joints of cushion-edges tile to the depth of the cushion.
- 3) Fill all joints of square edges tile flush with the surface of the tile. Fill all gaps of skips.

- 4) During grouting clean all excess grout of with clean burlap, other clothes or sponges.

g. Cleaning

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

Cleaning

Sponge and wash tile thoroughly with clean water after the grout has stiffened. Then clean by rubbing with damp clothes on sponge and polish clean with dry cloth.

7.5.4 Vinyl Tiles

a. Scope

- 1) Furnish materials and equipment and perform labor required to complete vinyl floor tiles work.
- 2) See drawings and details for location and extent of work required.

b. Samples

Submit samples for color and pattern.

c. Inspection

The concrete floor to be finished with vinyl tiles shall be trowel finished leaving a smooth, even finish, free of visible joints on marks and other imperfections.

d. Preparation of Surface

Where possible, concrete should be permitted to dry for several months by providing it with good ventilation. Clean the floor thoroughly of all dirt, grease, paint drops, etc., leaving a surface suitable for the installation of the vinyl tiles. The resulting concrete surface, therefore, shall be smooth, even, thoroughly dry and clean, before a layer of the contact cement of approved adhesive is laid to receive the tile in accordance with the manufacturer's instructions.

If the Engineer so requires, because of concrete surface conditions, the concrete surface shall be primed with the manufacturer's Primer.

e. Workmanship

Vinyl floor tiles or roll form, locally available, shall be 2.5 mm or 3mm gauge and shall be of the dimensions and color approved by the Architect. The vinyl tile shall be laid according to details approved by the Architect and shall be carefully matched and the same cut. All seams and edges shall be cemented carefully snug fit with adhesive

for this purpose. The surface of the finished floor shall be left smooth, clean and in first class condition.

Do not begin work until work of other trades, including painting has been completed.

f. Cleaning, Waxing, Polishing

- 1) At completion of the work, the Contractor shall clean all vinyl tile work; and remove all cement, dirt or other foreign substances.
- 2) Apply two coat of "Liquid Complete Wax" or approved equivalent; and polish each coat to produce a well-polished finish.
- 3) Do not permit traffic on finished floor unless they are protected with heavy papers.

g. Adjustments

- 1) The installation shall be thoroughly inspected and all necessary adjustments shall be made within one month of time.
- 2) Tiles showing broken corners or fracture lines entirely across their surface shall be removed. Substitute new tile of same color and thickness.

7.5.5 Paints

This item shall consist of furnishing all paints, materials, and other products to be used including labor, tools and equipment required as shown on the Plans and in accordance with this Specifications to complete painting works.

See drawings for location, quantity, and extent of surfaces to receive paints.

a. General

The work covered by this section consists of furnishing all labor, equipment, tools and materials in performing all operations in connection with painting and finishing, including protective coating of metal surfaces, complete in accordance with the specifications and the applicable drawings.

b. Color and Samples

The Procuring Entity's Representatives shall, in accordance with the color schemes shown in the drawings or as directed, follow all colors. Sample panels of selected colors, as least (1) meter square in area shall be prepared for approval by the Procuring Entity's Representatives prior to the application.

c. Material Requirements

- 1) All paint materials shall meet the requirements of the Standard Specifications of the Standardization Committee on supplies.
- 2) All paint materials shall be delivered on the job-site in their original containers with labels intact and seals unbroken.
- 3) Manufacture or brand of painting materials to be used shall be any of the leading brands or approved certified by the design Architect.
- 4) Submit to Procuring Entity the manufacturer's certificate of origin and quality of paints including quantity purchased.

d. Delivery of Materials

- a. Deliver at jobsite in original container with labels intact and seals unbroken.
- b. Submit to Procuring Entity the manufacturer's certificate of origin and quality of paints including quantity purchased.

e. Workmanship

Skilled workers shall do all work in a workmanlike manner. Paints shall be evenly applied and free from sags, runs, crawls and other defects. All coats shall be of proper consistency and well brushed out or rolled on so as to show a minimum brush or rolled marks. Brushes or rollers shall be clean and in good condition.

All coats shall be thoroughly dry before the succeeding coat is applied. Allow at least twenty-four (24) hours or more between applications of coat. For exterior painting during rainy season, allow one (1) week drying time before the succeeding coat is applied.

Painting coats as specified are intended to cover surfaces perfectly, if its surfaces are not fully covered, further coats shall be applied to attain the desired evenness of the paint application. All finishes shall be uniform as to sheen, color and texture. Paint may be applied by spray method, except when, in the opinion of the Procuring Entity's Representatives, spraying in any particular application would produce unsatisfactory results. The Contractor shall provide all drop cloths and other covering requisite to the protection of the floors and other work.

Each surface shall be inspected carefully before applying any finish; and if surface is not in proper condition, they shall be notified to that effect in writing, otherwise the Contractor shall be held responsible for any defects in the finishes arising there from. Should a coat of paint be applied to a certain area with defects, it shall be knocked out and re-plastered by the Contractor and repainted to the satisfaction of the Procuring Entity's Representatives.

f. Test Panels

Sample panels of selected color or shade shall be prepared on 60 centimeters (2 feet) plywood panel for approval by the Procuring Entity's Representatives.

g. Protection

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

h. Schedule

The types of paint specified are taken from paint catalogue equivalent materials from manufacturers listed herein and are intended to illustrate the expected quality of material. Where the contractor desires to use those other than what has been specified, a formal request in writing for approval of the Procuring Entity's Representatives should accompany such proposal. After the award, no substitution of materials for those mentioned in the accepted proposal will be permitted.

- 1) Interior Work – Concrete or Masonry (Rolled Painted)
 - a) 1 priming coat flat washable paint
 - b) 2 finish coat semi-gloss paint.
- 2) Interior Work -Plywood/gypsum/fiber cement boards Walling use: (Roller Painted)
 - a) 1 priming coat flat washable paint
 - b) 2 finish coat semi-gloss paint.
- 3) Interior Work - Plywood/gypsum/fiber cement boards Ceiling use: (Roller Painted)
 - a) 1 priming coat flat washable paint
 - b) finish coat flat paint.
- 4) Cabinets - Ducco or semi-ducco finish or as specified in the plans
2 coats automotive lacquer

i. Inspection of Surfaces

The Contractor shall inspect all surfaces to be painted and all defects shall be remedied before starting the work. No work shall be started unless the Contractor has made certain the dryness of the surfaces. Test shall be made, in the presence of the Procuring Entity's Representatives to verify the dryness of surfaces to be painted.

j. General Workmanship

- 1) All paints shall be evenly applied. Coats shall be of proper consistency and well brushed out so as to show a minimum of brush marks.
- 2) Thoroughly stir paint to keep pigment evenly in suspension when paint is being applied.
- 3) All coats shall be thoroughly dry before the succeeding coat is applied. Allow at least 24 hours between application of coats.
- 4) If surface are not fully covered or cannot be satisfactorily finished in the number of coats specified, such preparatory coats and subsequent coats as may be required shall be applied to attain the desired evenness of the paint without extra cost to the Owner.
- 5) If surface is not in proper condition to receive paint, the Project Inspector shall be notified immediately. Work on the questioned portion shall not commenced until receipt of order to proceed from the Project Inspector.
- 6) Hardware, hardware accessories, plates, lighting fixtures and other similar items shall be removed or otherwise protected during the painting operations and reinstalled after completion of work.

k. Preparation of Surfaces

- 1) Inspect all surfaces in regard to their suitability to receive a finishing. In the event that imperfection due to materials or workmanship appear on any surfaces after the application of the paint, the coat of any correction shall be borne by the contractor. Damage to any painted finish due to carelessness or negligence of other shall be corrected.
- 2) Neutralizer shall be quality surface conditioner to be diluted with water, neutralize lime activity in new exterior and interior concrete surfaces to improve paint adhesion and durability.
- 3) Touch all knots, pitch streaks and sappy spots with shellac or other approved sealer. Putty nail holes cracks, etc., after the first coat with non-shrinking putty of a color to match that of the finish.
- 4) Prepare masonry works surfaces to be painted by removing all dirt, dust, oil and grease stain, sand efflorescence. Masonry surfaces to be painted shall be free from alkali and thoroughly dry before paint is applied.
- 5) Before applying succeeding coats, primers and undercoats shall be completely integral and performing the function for which they are specified. Properly prepare and touch up all scratches, abrasions, or any other disfigurement and remove any foreign matter before proceeding with following coat.

- 6) Do not apply final coat on interior work until after other trades are finished with their work in any given area in normal sequence and all materials and debris removed and the premises left in satisfactory broom clean condition as approved.
- 7) Remove or protect hardware accessories, plates, lighting, fixtures and similar items placed prior to paintings, reposition or remove protection upon completion of each space. Disconnect equipment adjacent to walls, where necessary, move to permit painting wall surfaces and following completion of painting, replace and reconnect.
- 8) Except where otherwise noted or specified, all paints shall be applied in three (3) coats (priming body and finish coats). Each coat shall be roller applied (except as otherwise noted) spread evenly and in full covering body.

I. Concrete Surfaces

(a) Surface Preparation

Before applying paint, concrete and cement surfaces shall be allowed to dry thoroughly. Clean surfaces of all dirt, alkali and grease before commencing work. Treat all surfaces with a solution of two (2) kilos of zinc sulfate to four (4) liters of water and sufficient phenolphthalein to act as color warning. Presence of alkali is indicated when phenolphthalein turns red and further treatment is required to neutralize it. Allow the surface to dry at least three (3) days and remove loose crystals from the surface before finishing.

(b) Finishing:

For exterior and interior concrete surfaces and all other surface with cement plaster finish, use flat concrete paint with the specified brand approved by the Procuring Entity's Representatives.

First Coat- Apply flat concrete paint thinned with ½ liter water per 4 liters of paint; tint with latex tinting color to closely match color of topcoat or use premixed paint. Dry for 3 to 6 hours.

Intermediate Coat- Repair all minor surface imperfection with paint putty made by mixing paint with patching compound powder. Let it dry for 24 hours, and then smoothen the surface with sand paper, before applying the final coat.

Final Coat- Apply semi-gloss or gloss paint tinted with latex tinting color to the shade specified.

Ducco or semi-ducco finish shall be applied using the appropriate paint sprayer by a well experienced painter.

Procedure for Ducco Finish

- a. Sand surface thoroughly
- b. Apply primer surface white or gray by brush or spray
- c. Apply lacquer paint spot putty in thin coat. Allow each coat to become thoroughly dry before applying next coat.
- d. Apply primer surfacer, Allow 2 hours drying time before applying the next coat.
- e. Apply one (1) coat of flat tone semi-gloss enamel as per Architect's color scheme.

(c) Wood Surfaces

(1) Surface Preparations

Plane the surface of wood with sandpaper to remove roughness, loose edges, slivers, splinters then clean to remove dust. All frames in contact with concrete or plaster shall be treated with an anti-termite solution or equivalent before applying paints. Set the nail heads into the wood, fill holes, cracks and defects. Dry for three (3) hours and clean surface with sandpaper to smoothen the surface.

(2) Finishing

For all wood work, use gloss latex house paint with the specified brand approved by the Procuring Entity's Representatives.

First Coat- Apply paint thinned with ½ liter water per 4 liters of paint.

Second Coat- Apply latex thinned with latex tinning colors to the shade specified for 4 to 6 hours.

m. Patching Compound

Patching compound shall be fine powder material that can be mixed into putty consistency with oil base primers and paints to fill minor surface dents and imperfections.

n. Natural Wood Paste Filler

Wood paste filler shall be quality filler ready mixed in can for filling and sealing open grains of interior wood. It shall produce a level finish for succeeding coats of paints, lacquer and other related products.

7.6 Method of Measurement and Basis of Payment

The finished area to be paid for under each item shall be measured by the number of square meter painted surfaces accepted in accordance with the plans and specifications. The cost of tinting color, thinner, sand paper, putty including mixing, application, curing, false work and protection work shall be deemed to be included in the contract unit price for each pay item as shown in the bid schedule.

The accepted quantities measured as stipulated above shall be paid for at the contract unit price for each of the particular pay item listed below, which price and payment shall be full compensation for furnishing and placing all materials, labor, equipment, tools and incidentals necessary to complete each work item.

8 GUARANTEE

All materials and workmanship shall be guaranteed for a period of one (1) year from date of completion at any time within the period of guarantee and upon notification, the Contractor shall repair and rectify the deficiencies, including replacement of parts or entire units. Under such guarantee, the Contractor shall make good any defect due to faulty materials or workmanship caused by him without any additional cost to the Procuring Entity for the period specified.

NOTE: Contractors' proposal covers all items and other incidental works necessary to complete each item of works mentioned above.

9 PLUMBING WORKS

9.1 Scope of Work

This item shall consist of furnishing all materials, tools, equipment and fixtures required as shown on the Plans for the satisfactory performance for the entire plumbing system including installation in accordance with the latest edition of the National Plumbing Code, and this Specification.

9.2 Material Requirements

- 9.2.1 For cold water lines, PN 25 Fusion Weld Polypropylene Pipes. Provide coal tar with burlap for embedded pipe.
- 9.2.2 UPVC Extra Heavy Duty or S-1000 conforming to ASTM D-2729 for all downspouts and sewer, waste & vent lines. Waste pipes for Laboratory shall be HDPE pipes.
- 9.2.3 Water Closets shall be Tank Type Dual type/ Flush, elongated, Free Standing Combination round front bottom outlet siphon vortex or wash-down bowl with jet round front with close coupled tank with cover with complete fittings and mounting accessories.
- 9.2.4 Toilet lavatories shall be Semi-Pedestal Type or Wall hung lavatory plus concealed flush tank, with rear overflow and cast-in soap dishes pocket hanger and integral China Brackets complete with twin faucets, supply pipes, P-trap and mounting accessories.

9.3 Installation

- a) Align & mark flange holes for drilling, the top of the flange must be 20" from the floor
 - b) Bolt knee control assembly flanges to the wall.
 - c) Connect UNION fitting to in house water source pipe.
 - d) Bolt in sink brackets 36" from the floor. Keep it centered with the knee controls and drain pipe.
 - e) Connect flexible plastic hose to showerhead water supply.
 - f) Install Drain and "P" trap.
 - g) Install showerhead assembly.
- 9.4 Where indicated in the plans, the counter top model make and color shall be approved by the **Procuring Entity's Representative (Architect/Engineer)**.
- 9.5 Stainless steel working sink shall be used to all working counters, it shall be made of stainless steel self-riming, single compartment complete with supply fittings, strainer traps, dual control lever and other accessories, fitted to actual requirement as shown in the plans.
- 9.6 Pipes, plumbing fixtures, water lines, clean out and vents shall be supplied and installed in accordance with the approved workmanship.

9.7 Water Supply Pipes and Fittings

- a. Pipes shall be PN 25 Fusion Weld Polypropylene Pipe conforming to specification requirements including Trims and Fittings.
- b. Valves for water supply shall be bronze body with threaded ends rated 21.0 kgf/cm square. All valves are gate valves unless otherwise specified. Gate valves shall have solid wedge body and discs conforming to specification requirements defined in ASTM B-62. Globe valves shall have plug type discs with ferrule-threaded ends and bronze body.
- c. Unions in ferrous pipe 50 mm in diameter and smaller shall be malleable iron.

9.8 Approved Alternate Pipes and Fittings

Pipes and fittings for sanitary and potable water lines as approved alternative shall be High Density Polyethylene (HDPE) pipes and fittings, Chlorinated Polyvinyl Chloride Pipes and Fittings (CPVC) and Unplasticized Polyvinyl Chloride Pipes and Fittings (UPVC). Pipes and fittings shall be made of virgin materials conforming to specification requirements defined in ASTM D-2241 and PNS 65: 1986. Fittings shall be molded type and designed for solvent cement joint connection for water lines and rubber O-ring seal joint for sanitary lines or Fusion weld.

9.9 Construction Requirements

The Contractor before any installation work is started shall carefully examine the Plans and shall investigate actual structural and finishing work condition affecting all this work. Where actual condition necessities a rearrangement of the approve pipe layout for approval by the **Procuring Entity's Representative (Architect/Engineer)**.

9.9.1 Installation of Waste and Vent Pipes

- a) Horizontal lines shall be secured strongly by hooks to the building frame and suitable brackets or chairs shall be provided at the floor which they start.
- b) Vent pipes in roof spaces shall run as close as possible to underside of roof with horizontal piping pitched down to stacks without forming traps. Vertical vent pipes connected into one main vent riser above the highest vented fixtures.
- c) Where an end circuit vent pipe from any fixtures is connected to a vent line serving other fixtures, the connection shall be at least 1.20 m above the floor on which the fixtures are located.
- d) Horizontal waste line receiving the discharge from two or more fixtures shall be provided with end vents separate venting of fixtures is noted on the plans.
- e) All changes in pipe size on soil and waste lines shall be made with reducing fittings or recessed reducers. All changes in direction shall be made by appropriate use of 45 degrees, wyes, half wyes, quarter bends or

elbows in waste lines where the change in direction of flow is the horizontal to the vertical and on the discharge from waste closets. Where it becomes necessary to use short radius fittings in other location, the approval of the **Procuring Entity's Representative (Architect/Engineer)** shall be obtained prior to installation of the same.

- f) Vent pipe shall be provided with Vent Cap (Studor) and flashed and made watertight at the roof with ferrule lead. Flashing shall be turned down into pipes.

9.9.2 Water Pipes, Fittings and Connections

All water piping inside the building and underground, 100-mm in diameter and smaller shall be PPR PN25 pipes fittings.

- a) The water piping shall be extended to all fixtures, outlets and equipment from the gate valves installed in the branch neat the rise.
- b) The cold water system shall be installed with a fall towards a main shut off valve band drain. Ends of pipes and outlet shall be capped or plugged and left ready for future connections.
- c) Mains and Branches

All pipes shall be cut accurately to measurements and shall be worked into place without springing or forcing. Care shall be taken so as to not to weaken the structural portions of the building.

All piping above the ground shall run parallel with the lines of the building unless otherwise indicated on the plans.

All service pipes, valves and fittings shall be kept at sufficient distance from other work to permit finished covering on the different services.

No water piping shall be buried in floors, unless specifically indicated on the Plans and approved by the **Procuring Entity's Representative (Architect/Engineer)**.

- d) Changes in pipes shall be made with reducing fittings.
- e) Drain Cocks

Pipe drain indicated on the drawing shall consist of 12-mm globe valve with renewable disc and installed at low points on the cold water piping so that all piping shall slope 100mm in 30.5 m.

- f) Threaded Pipe Joints

All pipes shall be reamed before threading. All screw joints shall be made with graphite and oil or with an approved granite compound applied to make threads only. Threads shall be cut not more than three threads on the pipe shall remain exposed.

g) Expansion and Contraction of Pipes

Accessible contraction-expansion joints shall be made whenever necessary. Horizontal runs of pipe over 15 m length shall be anchored to the wall to the supporting structure about midway on the run to force expansion and contraction equally toward the ends or as shown on the Plans.

Valves shall be provided on all supplied fixtures as herein specified.

The cold water connection to the return circulation connection shall have a gate valve and a check valve.

All connection to domestic hot water heaters shall be equipped with unions between valve and tanks.

Valve shall not be installed with its stem below the horizontal. All valves shall be gate valves unless otherwise indicated on the Plans.

Valves 50-mm diameter shall have threaded ends, rough bodies and finished trimmings, except those on chromium plated brass pipe.

Valves 63 mm in diameter and larger shall have iron bodies, brass mounted and shall have either screws or flange ends.

Hose bibs shall be made of brass with 12.5-mm inlet threads, hexagon shoulders and 19 mm male.

9.9.3 Fixtures, Equipment and Fastenings

- a) All fixtures and equipment shall be supported and fastened in a safe and satisfactory workmanship as practiced.
- b) Fixtures that are wall mounted on concrete or concrete hollow block wall should be fastened with brass and expansion bolts. Expansion bolt shall be 6-mm diameter with 20-mm threads to 25 mm into solid concrete, fitted with loose tubing to sleeves of proper length to acquire extreme rigidity.
- c) All fixtures that are wall mounted on drywall should be securely fastened as per supplier's specifications.
- d) Insert shall be securely anchored and properly flushed into the walls. Inserts shall be concealed and rigid.
- e) Bolts and nuts shall be horizontal and exposed. It shall be provided with washers and chromium plate finish.

9.9.4 Plates and Flashing

- a) Plates to cover exposed pipes passing through floor finished walls or ceiling shall be fitted with chromium plated cast brass plates or chromium plated cast iron steel on ferrous pipes.
- b) Plates shall be large enough to cover and close the hole around the area where pipes pass. It shall be properly installed to insure permanence.
- c) Roof areas penetrated by vent pipes shall be rendered watertight by lead sheet flashing and condor flashing. It shall extend at least 150 mm above the pipe and 300 mm along the roof.

9.9.5 Bathroom and Toilet Accessories

- a) Shower head (low water consumption) and fittings shall be movable, cone type with escutcheon arm complete with stainless steel; shower valve and control lever (ceramic disk type). All exposed surface to be chromium finish.
- b) Grab bars shall be made of tubular stainless steel pipe provided with safety grip and mounting flange for disabled people or ABS Material U-type or L-type.
- c) Concealed floor drains shall be made of steel beehive type, measuring 10cm x 10 cm and provided with detachable stainless strainer, expanded metal lath type.
- d) Toilet paper holder and soap holder shall be vitreous china or approved equal wall mounted. Color shall reconcile with the adjacent fixture and facing tiles.
- e) Faucets shall be made of stainless steel for interior use (gooseneck type). Ceramic disk type.
- f) Hose bibs shall be made of stainless steel finish. Ceramic disk type.
- g) Cleanout shall be made of counter sunk plug brass.

9.10 Drainage System Test

- 9.10.1 The entire drainage and venting system shall have all necessary openings, which can be plugged to permit the entire system to be filled with water to the level of the highest water or a full 30 minutes during which time there shall be no drop greater than 102 mm.
- 9.10.2 Where only a portion of the system is to be tested, the test shall be conducted in the same manner as described for the entire system except that a vertical stack 3.00 m highest horizontal line to be tested may be installed and filled with water to maintain sufficient pressure or water pump may be used to supply required pressure.
- 9.10.3 If and when the Procuring Entity's Representative (Architect/Engineer) decides that an additional test is needed, such as an air to smoke test on the

drainage system, the Contractor shall perform such test without any designated representative.

9.11 Water Test on System

9.11.1 Upon completion of the roughing-in and before connecting fixtures the entire cold water piping system shall be tested at a hydrostatic pressure 1 ½ times the expected working pressure in the system during operation and remain tight and leak-proofed.

9.11.2 Where piping system is to be concealed the piping system and in the presence of the Engineer of his duly designated representative.

9.12 Defective Work

9.12.1 All defective materials replaced and tested will be repeated until satisfactory performance is attained.

9.12.2 Any material replaced for the satisfactory performance of the system made shall be at the expense of the Contractor.

9.12.3 Caulking of screwed joints or holes will not be permitted.

9.13 Disinfection

9.13.1 The entire water distribution system shall be thoroughly flushed and treated with chlorine before it is operated for public use.

9.13.2 Disinfection materials shall be liquid chlorine or hydro-chloride and shall be introduced in a manner approved as practice or potable water.

9.13.3 Valves for the water distribution system shall be opened and closed several times during the 16 hours chlorinating treatment is done.

9.14 Method of Measurement and Basis of Payment

The work done under this item shall be quantified per length and/or number of units as provided in the Bill of Quantities, tested and accepted to the satisfaction of the **Procuring Entity's Representative (Architect/Engineer)**. The accepted quantities measured shall be paid at the contract unit price and payment shall be full compensation including labor, materials and incidentals necessary to complete this Item.

10 ELECTRICAL WORKS

10.1 Work Included

- a. To secure and pay for the electrical permits, certificates, and other related permits.
- b. To secure and pay for the service charges and other fees required by the local electric utility company for the energization of the proposed transformer bank.
- c. To secure and pay for the service charges and other fees required by the local telephone and MATV companies for the proposed MATV and telephone lines for the project.
- d. To secure and pay for the insurance required for the project.
- e. Roughing-in and wiring for lighting, power, telephone, MATV, fire alarm, nurse call, CCTV and paging system.
- f. Supply, installation, testing, and commissioning of distribution transformer and construction of elevated transformer pad.
- g. Supply, installation, testing and commissioning, of generator sets and grounding system.
- h. Supply and install/cause to install primary metering.
- i. Supply and install/cause to install wood pole and accessories at mid-span of the existing distribution line to be used as tapping point for the proposed transformers.
- j. Supply, installation, and testing of automatic transfer switches, manual transfer switches, panel boards, and disconnect switches.
- k. Supply and installation of underground feeder system included in the plan to powerhouse.
- l. Construction of concrete pedestal and underground service entrance feeder for telephone and TV systems.
- m. Supply and installation of boxes, pull boxes, auxiliary gutters, wire gutters, bus bar gutters, circuit breaker gutters and the like.
- n. Supply and installation of lighting fixtures, switches, ceiling fans, and power outlets.
- o. Supply and installation of complete telephone system including PABX control unit, telephone handsets, and other accessories.

As per regulations of the local telephone company, the electrical contractor shall secure and pay for the required fees for the installation of the service entrance wires and its subsequent connection.

- p. Supply and installation of Master TV system. TV sets and mounting brackets are not included.
- q. Supply, installation, termination, testing and commissioning of complete CCTV system, nurse call system, paging system, and fire alarm system.
- r. Supply and installation of hangers and supports of conduits for power, feeder and sub-feeder system and auxiliary system.

- s. Painting of electrical works covering conduits, boxes, hangers, gutters, and the like.
- t. Testing for electrical system:
 - Insulation resistance test
 - Ground resistance test
 - Continuity test
 - Operational test
 - Polarity check
 - Phase balancing check
- u. Anything that has been omitted in any of work or materials usually furnished which are necessary for the completion of the works as outlined herein shall be undertaken or supplied by the Contractor included in this division of work and must be included in the bid proposal.

10.2 Code Regulations

All materials and equipment to be used in the electrical installations and construction shall be in accordance with the provisions of the latest edition of the Philippine Electrical Code and the pertinent ordinances of the municipality wherein the project is located.

All work shall comply with the rules and regulations of the local power utility company in so far as they are concerned in providing the respective permanent services to the building.

10.3 Drawings and Specifications

The electrical plans and these specifications are meant to be complementary to each other, and what is called for in one shall be as binding as if called for by both.

Any permanent conflict between the electrical plans and these specification and any unclear points of controversial matter in either shall be referred to the assigned **Procuring Entity's Representative (Architect/Engineer)** for final decision.

Upon final completion of the work herein described, the Contractor shall furnish the **Procuring Entity** two (3) copies of the "As-built" plans for future reference and maintenance purposes (*See Technical Specifications 2.3.12*).

The electrical plans indicate the general layout of the complete electrical system, arrangement of feeders, circuit outlets, switches, controls, panel boards, service equipment and other work. Field verification of the scale dimensions on the plane

must be made, since actual locations, distances and levels will be governed by actual field conditions.

The Contractor shall check architectural, structural and plumbing plans if necessary to resolve such conflicts. The Contractor shall notify the **Procuring Entity's Representative (Architect/Engineer)** and secure approval and agreement on necessary adjustments before installation is started.

10.4 Permits and Inspections

The Contractor shall obtain all necessary permits and certificates of electrical inspection from the proper government authorities concerned, required both for the performance of the work involved and the operation of the system upon completion of the work.

The Contractor shall pay all the fees necessary to secure the above-mentioned permits and certificates.

The Contractor shall at his own expense, reproduce the electrical plans to the necessary scale and size, complete them with all the necessary information and requirements as maybe required by the government authorities concerned with the approval of plans.

The Contractor shall coordinate with the local power company regarding the power facilities and secure approval of the power requirements.

10.5 Materials and Workmanship

All materials to be used shall be brand new, with trade name, unused, and shall in every case be the best where such standards have been established for the particular type of materials used.

Trade/brand name of materials indicated in the specifications are recommendatory in nature and are included for the purpose of uniformity in bids. If trade/brand names other than those indicated are to be used during construction, brochures and samples shall be submitted to the **Procuring Entity's Representative (Architect/Engineer)** for approval.

Only skilled workmen using proper tools and equipment shall be employed during the entire course of the installation work. All workmanship shall be of the best quality and all works shall be done in accordance with the best engineering practice of the trade involved.

10.6 Wiring Method

Lighting and Power Branch Circuit – uPVC pipes concealed in ceilings and double walls and/or embedded in concrete walls/slabs. All uPVC pipes ran underground outside of buildings shall be buried not less than 40mm below natural grade line and enclosed in concrete envelope. All concrete envelopes passing under roadways or

areas accessible to vehicles shall be steel reinforced up to 1.0m from the edge of the roadway.

Fire Alarm System Layout – rigid steel conduit concealed in ceiling and double walls and/or embedded in concrete walls/slabs.

Low Voltage Service Entrance and All Feeders – rigid steel conduit, exposed/concealed in ceiling/double walls, embedded in concrete walls/slabs or ran underground encased in concrete.

All Other Auxiliary Layout – uPVC pipes concealed in ceilings/double walls and/or embedded in concrete walls/slabs.

Use flexible metal pipe for connection between junction boxes inside ceiling and lightings and other fixtures using approved fittings.

All boxes, cabinets and other equipment shall be flush-mounted unless specified/approved otherwise.

All boxes for lighting outlets, convenience outlets, tumbler switches and other devices shall be galvanized pre-painted and approved products of reputable manufacturers. Cut ends of conduits shall be reamed and cleaned to remove burr and sharp edges. Threads cut on conduits shall be the same thread dimensions as factory cut conduit threads. Conduits joints shall be made straight and true. Elbows and offsets and changes in direction and runs shall be uniform. Bends shall be made without kinking or destroying the cross-sectional contours of the conduits. Conduit terminals shall be provided at outlet boxes and cabinets with locknuts and bushing. Conduits shall be continuous from outlet and from outlet to pull boxes and cabinets in the manner that the conduit system shall be electrically continuous.

Where conduit runs are exposed, they shall be supported at an interval of not more than 0.75 m maximum with proper clamps and bolts or expansion shields or other means of support.

All splices, taps, junction in wires larger than 8.0 sq.mm shall be done with solderless connectors of suitable sizes and properly insulated with rubber tapes and protected by friction tapes, so that the insulation strength shall at least be equal to the insulation of the conductors they join.

Unless otherwise specified, the type of wires to be used shall either be THW or THHN. Smallest size of wire to be used for lighting and power unless otherwise indicated shall be 3.5 sq.mm.

10.7 Feeders

Feeders shall be laid out in accordance with the riser diagram shown in the electrical plans.

Unless otherwise specified type THW or THHN wires shall be used for feeder lines. The wires and conduits sizes shown in the electrical plans shall be the minimum sizes to be used.

10.8 Wall Switches and Receptacles

All wall switches shall be flush type and mounted 1.40 meters above finish floor line unless otherwise specified.

Convenience outlets shall be grounding type, wall flushed, mounted 0.30 meter above finished floor line or finished counters unless otherwise specified in the plan. Ground fault circuit interrupter protected convenience outlets shall be used in bathrooms, lavatories, sinks, laundry areas and the like.

10.9 Main Switches, Transfer Switches and Panelboards

The cabinets for the above shall be of standard sizes and shall be gauge #16. Circuit breakers shall be 250 Volts, AC, rated 75C, interrupting ratings specified in the plan shall be followed at all times.

10.10 Lighting Fixtures

Install all lighting fixtures and lamps as specified and as shown on plans. Fluorescent lamps shall either be 48 inches/40 watts or 24 inches/20 watts, standard cool white or daylight with the minimum light output of 3,000 lumens. Use high power factor ballast.

All fluorescent fixtures housing shall be of US Gauge 22 minimum.

Submit one sample of each type of fixtures to the **Procuring Entity's Representative (Architect/Engineer)** for approval prior to manufacturing and installation.

10.11 Auxilliary Systems

The Contractor shall supply, install, test, and commission a complete system for closed circuit TV, nurse call, paging, and fire alarm system as specified in the plan.

The Contractor shall supply and install a complete system for Master TV, and PABX/Telephone system, and at his expense shall coordinate with the local telephone and cable TV providers to ensure the complete operation and connection of the said systems.

The Contactor shall, after completion, submit a complete schematic wiring diagram of the above to the **Procuring Entity's Representative (Architect/Engineer)**.

11 MECHANICAL WORKS

11.1 Air Conditioning and Refrigeration System

This item shall consist of furnishing and installation of air conditioning, refrigeration and ventilation systems, inclusive of necessary electrical connections, ductworks, grilles, pipes and condensate drains and all other necessary accessories, ready for service in accordance with the Plans and Specifications.

The types, sizes, capacities, quantities and power characteristics of the compressor, evaporator, condenser chilled water pump and condenser water pump shall be as specified or as shown on the Plans.

11.1.1 Refrigerant Pipes

Refrigerant pipes shall be copper tubing, type L or K black steel pipe, Schedule 40 for size of 100mm diameter and smaller. Pipe over 100mm shall be black steel pipe Schedule 40.

Black steel pipes shall be standard seamless, lap-welded, or electric resistant welded for size of 50mm diameter and larger, screw type for size 38mm diameter and smaller, fittings for copper tubing shall be cast bronze fitting designed expressly for brazing.

11.1.2 Pipes for Cooling Water

Chilled and condenser cooling water pipes shall be black steel pipe, Schedule 40. Pipes and fittings for size 50mm diameter and smaller shall be screwed type. Pipes and fittings for size 62mm diameter and larger shall be welded or flanged type.

11.1.3 Pipe Insulation

Insulation shall be performed fiberglass or its equivalent. The insulating materials shall be covered with 100mm x. 13mm thick polyethelene film, which shall be overlapped not less than 50mm. Pipe insulation shall be adequately protected at point of support by means of suitable metal shield to avoid damage from compression. Insulated pipes, valves and fittings located outdoors shall be provided with metal jackets.

11.1.4 Ductworks

Ducts shall be galvanized sheet steel of not less than the following gauges:

1. No. 26 for 300mm wide and smaller
2. No. 24 for 350mm to 750mm wide
3. No. 22 for 775mm to 1500mm wide

4. No. 20 for 1525mm to 2250mm wide
5. No. 18 for 2275mm to 2500mm or larger
6. For aluminum sheets use one gage higher.

Joints and stiffeners if ducts using slip joints shall be as follows:

- a. 300 mm wide and smaller, without bracing
- b. 325 mm to 750 mm wide, brace with 25mm x 25mm x 3mm steel angles.
- c. 775 mm to 1500 mm, brace with 31mm x 31mm x 3mm steel angles
- d. 1525 mm up, brace with 38mm x 38mm x 3mm steel angles

Stiffeners shall be located not more than 1200mm from each joint.

11.1.5 Ductwork Insulation

The application insulation materials shall be rigid board made of styropor or equivalent 25mm thick for ground and top floor, 13mm thick for intermediate floor.

Galvanized metal bands for ducts shall be secure and spaced 300mm minimum center to center and corners shall be protected with galvanized metal angles.

11.1.6 Dampers

Dampers shall be of same materials as duct, at least one gauge heavier and shall have accessible location, complete with locking device for adjusting and locking damper in position.

Where necessary, splitters, butterflies and louvers damper deflecting vanes for control of air volume and direction and for balancing the system shall be provided whether or not they are indicated on the Plans.

11.1.7 Fire Damper

Main duct shall be provided with proper fire dampers of the fusible link actuated type.

Access door shall be provided in ductwork for renewal of fusible link and to reset damper.

11.1.8 Equipment Foundation

Foundation shall be provided and shall conform to the recommendation of the manufacturers of the equipment. Equipment shall be leveled on foundation by means of jacks or steel wedges. All spaces between equipment bases and concrete foundation shall be filled with cement mortar.

11.1.9 Electrical Works

Power supply shall be provided by the Contractor at the pull box installed inside the machine room and shall furnish and install the main circuit breaker and starter with suitable ratings and capacities, conduits, wiring, fittings, devices and all other equipment and electrical connections needed to complete the electrical installation of the system. All electrical works shall comply with the latest edition of the Philippine Electrical Code, with the applicable ordinance of the local government and all the rules and requirements of the local power company.

11.1.10 Construction Requirements

The air conditioning system shall be entirely automatic in operation and shall not require the presence of an attendant except for periodic inspection for lubrication. All equipment and materials shall be inspected upon delivery and shall be tested after installation. Piping shall not be buried, concealed, or insulated until it has been inspected, tested and approved. Walls, floors and other parts of the building and equipment damaged by contractor in the prosecution of the work shall be replaced as shown on the Plans.

11.1.11 Operating Tests

Refrigerating equipment shall be tested for 8-hours per day for three consecutive days or longer when so directed, under the supervision of manufacturers qualified and authorized representative, who will make necessary adjustment and instruct designated plant operating personnel for each operation and maintenance of refrigerating equipment and controls.

Operating test of complete air conditioning system shall be 6 hours minimum for each system. Tests of air flow, temperature and humidity shall be made to demonstrate that each complies with the requirements of the Plans and Specifications.

11.1.12 Miscellaneous

The Procuring Entity shall be provided with three (3) bound copies "AS BUILT" diagram, shop drawings, parts lists, serial number and inventory of equipment including manufacturers and maintenance manuals (*See Technical Specifications 2.13.12*).

All standard tools and equipment shall be furnished for proper and regular maintenance of installed equipment.

11.1.13 Method of Measurement

The work under this Item shall be measured either by set, piece, length, square meter actually placed and installed as shown on the Plans.

Compressor, condenser and evaporator shall be measured by set; grilles, diffusers and valve by piece, pipe by length, duct and insulation by square meter.

11.1.14 Basis of Payment

All work performed and measured and as provided for in the Bill of Quantities shall be paid for the Unit Bid of Contract Unit Price which payment shall constitute full compensation including labor, materials, tools and incidentals necessary to complete this Item.

11.2 Automatic Water Sprinkler System

This Item shall consist of furnishing and installation of Automatic Water Sprinkler System, inclusive of all piping and pipe fittings connections, valves, controls, electrical wiring connection and all other accessories ready for service in accordance with the Plans and Specifications.

11.2.1 Materials Requirements

The type, size, capacity and quantity and power characteristics shall be specified or as shown on the plans.

11.2.2 Sprinkler Head

- a) Type-spray unit, pendant and upright unit
- b) Flow capacity, 83 LPM per head
- c) Pressure rating
- d) Residual pressure - 103 kPa minimum
- e) Maximum pressure - 1035 kPa
- f) Temperature rating - fusing at 57.5 C to 74C
- g) Finish - chrome - pendant - chrome or brass upright
- h) Pipe Thread - 13mm nominal
- i) Stock of extra heads and tools required

- 1) Pendant and upright - 6 pcs for 300 sprinkler, 12 pcs. for 300 to 1000 sprinkler, 24 pcs. for 1000 sprinkler above.
- 2) Sprinkler tongs - 2 pcs.
- 3) Sprinkler wrench - 2 pcs.

11.2.3 Pipes and Fittings

Pipes shall be B.I. Schedule 40. Screw fittings shall be used for inside piping. Welding and torch cutting shall not be permitted. Piping shall be painted with red enamel paint.

11.2.4 Siamese Twin

The Siamese twin shall be 64 mm x 64 mm x 102 mm, 90C female coupling national standard thread, swivel type, with protective coupling cap and joint lug.

11.2.5 Pipe Hangers

Pipe hanger shall be a steel bar, 3mm minimum thickness, with corrosion protection.

- a) Anchorage in concrete - expansion shield should preferable be used in a horizontal position in the sides of concrete beams.
- b) Expansion shield in vertical position. When pipes 102mm and larger are supported entirely by expansion shield in the vertical position, the supports shall be spaced not more than 3m apart.
- c) For pipe running through concrete beams use sleeves at least two (2) sizes larger than the piping.

11.2.6 Foundation

Refer to sub-section 10.1.8 Air Conditioning System

11.2.7 Electrical Work

Refer to sub-section 10.1.9 Air Conditioning System

11.2.8 Construction Requirements

Acceptance Tests

System operation and maintenance chart shall be submitted to the Procuring Entity upon completion of the Contract. This shall include the locations of control valves and care of the new equipment.

Marked instruction and identification sign boards: These sign boards shall be made of #14 gauge B.I. sheet with baked enamel finish paint and letter instruction are shown on the Plans. Additional signboards as may be required and not specified herewith shall be furnished at no extra cost. Signboards shall be mounted on the equipment or wall nearest the equipment or wall nearest the equipment for easy identification and reading. Paints shall be basically gloss fire red and white.

1. Conduct of Tests - shall be by the Sprinkler System Contractor in the presence of an inspector or Authority having jurisdiction.
2. Flushing of Underground Connections - To remove foreign materials, which may have entered the piping during installation of same as required before, sprinkler piping is connected.
3. Hydrostatic Test

- 3.1 The Pressure - All systems, including piping shall be tested hydrostatically at not less than 1378 kPa pressure for two (2) hours, or at 344.5 kPa in excess of 1033.5 kPa.
- 3.2 Operating Test - All control valves shall be fully closed and opened under water pressure to insure proper operation. Use clean, non-corrosive water.
- 3.3 Fire Department Connection - Piping between the check valve in the fire department inlet pipe and the outside connection shall be tested the same as the balance of the system.
4. Test of Drainage Facilities - Test of drainage facilities shall be made while the control valve is wide open. The main drain valve shall be opened and remain open until the system pressure stabilizes.
5. Test Certificate - Upon completion of work, inspection and test made by the Contractor's representative and witnessed by an **Procuring Entity's Representative (Architect/Engineer)**, a test certificate shall be filled out and signed both representative.

11.2.9 Maintenance Service

The Contractor shall provide free of charge, maintenance service of the system for a period of at least one (1) year reckoned from the date of acceptance of the work by the **Procuring Entity's Representative (Architect/Engineer)**.

Upon completion of the work and all tests, the services of one or more qualified engineers shall be provided by the Contractor for period of not less than five (5) working days to instruct and train the representative of the owner in the operation and maintenance of the fire protection system.

11.2.10 Miscellaneous

Refer to sub-section 10.1.12, Air Conditioning System

11.2.11 Method of Measurement

The work under this Item shall be measured either by set, piece, length actually placed and installed as indicated on the Plans. Fire pump and jockey pump shall be measured by set, sprinkler heads, valves and fittings by piece, pipes by length.

11.2.12 Basis of Payment

All work performed and measured and as provided for in the Bill of Quantities shall be paid for at the Unit Bid or Contract Unit Price which payment shall constitute full compensation including labor, materials, tools and incidentals necessary to complete this item.

Section VII. Drawings

(Please see separately compiled Pre-Construction Drawings)

Section VIII. Bill of Quantities

(Please see separately compiled Bill of Quantities)

Section IX. Bidding Forms

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Bid Form

Date: _____
 Invitation to Bid No: PB 19-157-5

To: PROCUREMENT SERVICE

*Bids and Awards Committee V
 2nd Floor, PS Complex, RR Road
 Cristobal St., Paco, Manila*

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;

Item No.	Qty	Item / Description	Price
1	1 Lot	RENOVATION OF BOQ OFFICE AT NAIA 1	
		RENOVATION OF BOQ OFFICE AT NAIA 2	
		RENOVATION OF BOQ OFFICE AT NAIA 3	
TOTAL PRICE:			

TOTAL PRICE IN WORDS:

- (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.
10. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.: _____
Fax No/s.: _____
E-mail Add/s.: _____
Mobile No.: _____

It is understood that notices/s transmitted in any of the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

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 exhibited to me his/her [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with 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. _____

Note:

“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay

certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

Invitation to Bid: *Public Bidding No. 19-157-5*

RENOVATION OF BOQ OFFICES IN NAIA 1, 2 & 3

To: PROCUREMENT SERVICE

Bids and Awards Committee V

2nd Floor, PS Complex, RR Road

Cristobal St., Paco, Manila

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 exhibited to me his/her [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with 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 Attorney's No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

****The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.***

“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

LIST OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT

“Annex E”

Business Name : _____
Business Address : _____

	Project Manager	Registered Electrical Engineer / Master Electrician	Safety Officer (DOLE Accredited)	Construction Foreman
1. Name				
2. Address				
3. Date of Birth				
4. Employed Since				
5. Relevant Experience (Description and Number of Years)				
6. Previous Employment				
7. Education				
8. PRC License/ Accreditation from DOLE-OHSC <i>(for the Health and Safety Officer)</i>				
9. Cost of Biggest Project Handled				
10. Years of Experience in Proposed Position				

Note: This List must be supported by individual resumes the following documents:

1. Individual resumes to show proof of the following:
 - a. that the proposed personnel meets the required relative experience
 - b. list of projects handled with the corresponding position and its inclusive years of experience (e.g. Construction of Drainage System, Project Manager, 2012-2017)
2. Photocopy of PRC Licenses/DOLE-OHSC/DPWH Accreditation.

Submitted by : _____
(Printed Name & Signature of Authorized Representative)
Designation : _____
Date : _____

LIST OF EQUIPMENT, OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENT, PLEDGED TO THE PROPOSED CONTRACT

Business Name : _____
 Business Address : _____

Description	Model/Year	Capacity/Performance/Size	Plate No.	Motor No./ Body No.	Location	Condition	Proof of Ownership/ Lessor/Vendor
A. Owned							
i.							
ii.							
iii.							
iv.							
v.							
B. Leased							
i.							
ii.							
iii.							
iv.							
v.							
C. Under Purchase Agreement							
i.							
ii.							
iii.							
iv.							
v.							

Note: This List must be supported by proof of ownership, lease and/or purchase agreement. For lease and purchase agreement, proof of ownership from the lessor or certification of availability of equipment from the vendor for the duration of the project.

Submitted by : _____

(Printed Name & Signature of Authorized Representative)

Designation : _____

Date : _____

“Annex G”

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

*(For this purpose, similar contracts shall refer to Building or Industrial Plant with a contract amount of at least **Three Million Seven Hundred Twelve Thousand Pesos (Php3,712,000.00)**)*

Business Name : _____
Business Address : _____

Name of Contract	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Amount at Award b. Amount at Completion	a. Date Awarded b. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported by:

1. Any of the following (Notice of Award/ Contract /Notice to Proceed); and
2. Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating (minimum Satisfactory Rating).

Submitted by : _____
(Printed Name & Signature of Authorized Representative)
Designation : _____
Date : _____

“Annex H”

STATEMENT OF ALL ONGOING GOVERNMENT & PRIVATE CONSTRUCTION CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name : _____
Business Address : _____

Name of Contract/Location Project Cost	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		V alue of Outstanding Works
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
Total Cost:								

Note: This statement shall be supported by:

1. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
The day before the deadline of submission of bids.
2. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.

Submitted by : _____
(Printed Name & Signature of Authorized Representative)
Designation : _____
Date : _____

