

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Procurement of INFRASTRUCTURE PROJECTS**

### **Completion of Five Storey Student Services Center Building II in Batangas State University Pablo Borbon Main I, Batangas City**

Government of the Republic of the Philippines

## **Batangas State University**

**Fifth Edition  
August 2016**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the “Works”) through Competitive Bidding have been prepared by the Government of the Philippines (GoP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the Government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), local government units (LGUs), and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory<sup>1</sup> use in projects that are financed in whole or in part by the GoP or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R. A. 9184).

This PBDs is intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of Bidders; (c) the expected contract duration; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDs groups the provisions that are intended to be used unchanged in Section II. Instructions to Bidders (ITB) and in Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Specifications; Section VII. Drawings; Section VIII. Bill of Quantities; and Section X. Foreign-Assisted Projects. The forms to be used are provided in Section IX. Bidding Forms.

Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific Works to be procured. In addition, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents, except for the notes introducing Section IX. Bidding Forms, where the information is useful for the Bidder. The following general directions should be observed when using the documents:

- (a) All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Project. However, they should be adapted as necessary to the circumstances of the particular Project.
- (b) Specific details, such as the “name of the Procuring Entity” and “address for proposal submission,” should be furnished in the BDS and SCC. The final documents should contain neither blank spaces nor options.

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<sup>1</sup> Unless the Treaty or International or Executive Agreement expressly provides use of foreign government/foreign or international financing institution procurement guidelines.

- (c) This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, SCC, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should contain no footnotes except Section IX. Bidding Forms since these provide important guidance to Bidders.
- (d) The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- (e) If modifications must be made to bidding procedures, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the BDS or SCC these terms shall be printed in bold type face on Section II. Instructions to Bidders, and Section IV. General Conditions of Contract, respectively.

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## *Section I. Invitation to Bid*

### **Notes on the Invitation to Bid**

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

- (a) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website and the website of the Procuring Entity concerned, if available, and the website prescribed by the foreign government/foreign or international financing institution, if applicable, for seven (7) calendar days starting on the date of advertisement; and
- (b) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned for seven (7) calendar days, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned.
- (c) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Sections 21.2.1(c) of the 2016 Revised IRR of R.A. 9184<sup>2</sup>;

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid should also indicate the following:

- (a) The date of availability of the Bidding Documents, which shall be from the time the Invitation to Bid is first advertised/posted until the deadline for the submission and receipt of bids.
- (b) The place where the Bidding Documents may be acquired or the website where it may be downloaded.
- (c) The deadline for the submission and receipt of bids from the last day of posting of the Invitation to Bid; and
- (d) Any important bid evaluation criteria.

The Invitation to Bid should be incorporated into the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents and in particular to the relevant information in the BDS.

For foreign-assisted projects, the Invitation to Bid to be used is provided in Section X- Foreign-Assisted Projects.

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<sup>2</sup> Two years after the effectivity of the 2016 Revised IRR of RA 9184 on 28 October 2016, advertisement in a newspaper of general nationwide circulation shall no longer be required. However, a Procuring Entity that cannot post its opportunities in the PhilGEPS for justifiable reasons shall continue to publish its advertisements in a newspaper of general nationwide circulation.

## SECTION I.

# Invitation to Bid for

## Completion of Five Storey Student Services Center Building II in Batangas State University Pablo Borbon Main I, Batangas City

1. The **Batangas State University**, through the **Supplemental Budget 2017 (Savings from 2016 & Prior Years, Instruction Services, Registration Fee & Other Fees) (Continuing Investment and Instruction Services)**<sup>3</sup> intends to apply the sum of **Forty Three Million Seven Hundred Seventeen Thousand Three Hundred Pesos (43,717,300.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Completion of Five Storey Student Services Center Building II in Batangas State University Pablo Borbon Main I, Batangas City**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Batangas State University** now invites bids for **Completion of Five Storey Student Services Center Building II in Batangas State University Pablo Borbon Main I, Batangas City**.<sup>4</sup> Completion of the Works is required **one hundred fifty (150) calendar days**. Bidders should have completed, within **ten (10) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act.”

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

4. Interested bidders may obtain further information from Batangas State University and inspect the Bidding Documents at the address given below from 8:00 a.m – 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested bidders from **June 2, 2017 – June 23, 2017** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty Five Thousand Pesos (Php 25,000.00)**.

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<sup>3</sup> In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of GOCCs, GFIs, and SUCs, the Corporate Budget for the contract approved by the governing Boards; in the case of LGUs, the Budget for the contract approved by the respective *Sanggunian*. (Section 5(a), R.A. 9184)

<sup>4</sup> A brief description of the scope of Works should be provided, including quantities, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the invitation.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the Batangas State University website (<http://www.batstate-u.edu.ph/>) of the provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The Batangas State University will hold a Pre-Bid Conference<sup>5</sup> on **June 9, 3:30 PM at Lecture Room 2, 2<sup>nd</sup> Floor CITE Building, GPB Campus I, Rizal Avenue Extension, Batangas City** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before to **2:00 PM on June 23, 2017**. 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 on **June 23, 2017, 2:00 PM at BAC Office Ground Floor, CITE Building Batangas State University, GPB Campus I, Rizal Avenue Extension, Batangas City**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. The Batangas State University 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:

*ATTY. EDGARD E. VALDEZ*  
*Office of the Bids and Awards Committee*  
*2<sup>nd</sup> Floor CITE Building, GPB Campus I*  
*Rizal Avenue Extension, Batangas City*  
*Telephone No.: (043) 980-0385 loc. 1549*  
*E-mail address: bids\_awards@yahoo.com*  
*University Website: <http://www.batstate-u.edu.ph/>*

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*ATTY. EDGARD E. VALDEZ*  
*BAC Chairman*

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<sup>5</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

## *Section II. Instructions to Bidders*

### **Notes on the Instructions to Bidders**

This Section of the Bidding Documents provides the information necessary for Bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on the bid submission, eligibility check, opening and evaluation of bids, and on the award of contract.

This Section also contains provisions that are to be used unchanged. Section III. Bid Data Sheet consists of provisions that supplement, amend, or specify in detail information or requirements included in this Section and which are specific to each procurement.

Matters governing the performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this Section, but rather under Section IV. General Conditions of Contract (GCC), and/or Section V. Special Conditions of Contract (SCC). If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.



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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. (a) The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index. However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.

(b) For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the **BDS**.

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

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

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

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.  <i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other</i>	Two percent (2%)



<p><i>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** Clause 31;
- (ii) fails to furnish performance security in accordance with **ITB** Clause 32.

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

- 19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IX. Bidding Forms on or before the deadline specified in the **ITB** Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2 Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4 Each and every page of the Bid Form, including the Bill of Quantities, under Section IX hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

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

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT,” and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT,” sealing them all in an outer envelope marked “ORIGINAL BID.”
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. \_\_\_ - TECHNICAL COMPONENT” and “COPY NO. \_\_\_ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. \_\_\_,” respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

- 20.4. All envelopes shall:
- (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 GOP as follows:
  - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
  - (ii) If the project is no longer necessary as determined by the HoPE; and
  - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

29.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (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>	<p>Ten percent (10%)</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 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</i></p>	

<i>financial instrument.</i>	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

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*

### **Notes on the Bid Data Sheet**

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB included in Section II, and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the Bids. In preparing this Section, the following aspects should be checked:

- (a) Information that specifies and complements provisions of Section II. Instructions to Bidders must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of Section II. Instructions to Bidders as necessitated by the circumstances of the specific procurement, must also be incorporated.

For foreign-assisted projects, the Bid Data Sheet to be used is provided in Section X- Foreign-Assisted Projects.

# Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is <b><i>Batangas State University</i></b>.</p> <p>The name of the Contract is for <b><i>Completion of Five Storey Student Services Center Building II in Batangas State University Pablo Borbon Main I, Batangas City</i></b>.</p> <p>The identification number of the Contract is <b><i>BSU Project No. 2017-124</i></b>.</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through <b><i>the Supplemental Budget 2017 (Savings from 2016 &amp; Prior Years, Instruction Services, Registration Fee &amp; Other Fees) (Continuing Investment and Instruction Services)</i></b> in the amount of <b><i>Forty Three Million Seven Hundred Seventeen Thousand Three Hundred Pesos (43,717,300.00)</i></b></p> <p>The name of the Project is <b><i>Completion of Five Storey Student Services Center Building II in Batangas State University Pablo Borbon Main I, Batangas City</i></b>.</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5.4(a)	No further instructions.
5.4(b)	For this purpose, similar contracts shall refer to contracts which have the same major categories of work. The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
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 <b><i>June 9, 2017, 3:30 P.M.</i></b> at</p> <p><b><i>Lecture Room 2, 2nd Floor CITE Building GPB Campus I, Rizal Avenue Extension, Batangas City Rizal Avenue Extension, Batangas City</i></b></p>

10.1	<p>The Procuring Entity's address is:</p> <p><b><i>2<sup>nd</sup> Floor, CITE Building Batangas State University, GPB Campus I Rizal Avenue Extension, Batangas City</i></b></p> <p><b><i>Dr. Tirso A. Ronquillo University President (043) 980-0385 local 1546</i></b></p>			
10.4	No further instructions.			
12.1	<p>The first envelope shall contain the eligibility and technical documents stated in the <b>ITB</b> Clause.</p> <p>In addition to the eligibility and technical documents enumerated in the ITB Clause 2.1, bidders should submit tax returns filed through Electronic Filing and Payment System (EFPS)</p>			
12.1(a)(iii)	No further instructions.			
12.1(b)(ii.2)	<p>The minimum work experience requirements for key personnel are the following:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 33%;"><u>Key Personnel</u></td> <td style="text-align: center; width: 33%;"><u>General Experience</u></td> <td style="text-align: center; width: 33%;"><u>Relevant Experience</u></td> </tr> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>		
12.1(b)(ii.3)	<p>The minimum major equipment requirements are the following:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 33%;"><u>Equipment</u></td> <td style="text-align: center; width: 33%;"><u>Capacity</u></td> <td style="text-align: center; width: 33%;"><u>Number of Units</u></td> </tr> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>		
13.1	Detailed estimates, including a summary sheet indicating unit prices of the construction materials, labor rates and equipment rental, and the direct and indirect cost used, in coming up with the bid, including 12% VAT applied to all items.			
13.1(b)	<p>This shall include all of the following documents:</p> <ol style="list-style-type: none"> <li>1) Bid prices in the Bill of Quantities;</li> <li>2) Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and</li> <li>3) Cash flow by quarter or payment schedule.</li> </ol>			
13.2	The ABC is <b><i>Forty Three Million Seven Hundred Seventeen Thousand Three Hundred Pesos (43,717,300.00)</i></b> . Any bid with a financial component exceeding this amount shall not be accepted.			



14.2	No further instructions.
15.4	Bid prices shall be fixed. Adjustable price proposals shall be treated as non-responsive and shall be rejected.
16.1	The bid prices shall be quoted in Philippine Peso.
16.3	No further instructions.
17.1	Bids will be valid until <b><i>One Hundred Twenty (120) calendar days</i></b> after bid opening.
18.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:  1. <i>2% of ABC</i> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;  2. <i>5% of ABC</i> ] if bid security is in Surety Bond.
18.2	The bid security shall be valid until <b>One Hundred Twenty (120) calendar days</b> after bid opening.
20.3	Each Bidder shall submit <b><i>One (1)</i></b> original and <b><i>Two (2)</i></b> copies of the first and second components of its bid.
21	The address for submission of bids is  <b><i>BAC Office Ground Floor, CITE Building, GPB Campus I Rizal Avenue Extension, Batangas City</i></b>  The deadline for submission of bids is <b><i>June 23, 2017; 1:00-2:00 PM.</i></b>
24.1	The place of bid opening is [  <b><i>BAC Office Ground Floor, CITE Building, GPB Campus I Rizal Avenue Extension, Batangas City</i></b>  The date and time of bid opening is <b><i>June 23, 2017; 2:00 PM.</i></b>
24.2	No further instructions.
24.3	No further instructions.
27.3	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.

27.4	No further instructions.
28.2	<p>Bidders should submit tax returns filed through the Electronic Filing and Payments System (EFPS).</p> <p><b>NOTE:</b> The latest income and business tax returns are those within the last six months preceding the date of bid submission.</p>
31.4(f)	<p><b><i>List of additional contract documents</i></b></p> <ol style="list-style-type: none"> <li>1. Construction Schedule and S-Curve</li> <li>2. Manpower Schedule</li> <li>3. Construction Methods</li> <li>4. Equipment Utilization Schedule</li> <li>5. Construction Safety and Health Program approved by the Department of Labor and Employment</li> <li>6. PERT/CPM or other acceptable tools of project scheduling</li> </ol>

## *Section IV. General Conditions of Contract*

### **Notes on the General Conditions of Contract**

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.

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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
- 1.18 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<sub>2</sub> 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 therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight

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

- 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 GCC Sub-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*

### **Notes on the Special Conditions of Contract**

Similar to the Section III. Bid Data Sheet, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC.

The provisions of this Section complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- (a) Information that complements provisions of Section IV. General Conditions of Contract must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV. General Conditions of Contract, as necessitated by the circumstances of the specific project, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV. General Conditions of Contract should be incorporated herein.

For foreign-assisted projects, the Special Conditions of Contract to be used is provided in Section X-Foreign-Assisted Projects.

# Special Conditions of Contract

GCC Clause	
1.17	<p>The <b>Intended Completion Date</b> is _____.</p> <p><i>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</i></p>
1.22	<p>The <b>Procuring Entity</b> is</p> <p><i>Dr. Tirso A. Ronquillo University President Batangas State University GPB Main Campus I Rizal Avenue Extension, Batangas City</i></p>
1.23	<p>The <b>Procuring Entity's Representative</b> is</p> <p><i>Engr. Antonio A. Gamboa Director, Project Management Office Rizal Avenue Extension, Batangas City</i></p>
1.24	<p>The <b>Site</b> is located at</p> <p><i>Batangas State University Main Campus I Rizal Avenue Extension, Batangas City</i></p>
1.28	<p>The <b>Start Date</b> is _____</p> <p><i>NOTE: The start date shall be the date of receipt of the Notice to Proceed.</i></p>
1.31	<p>The <b>Works</b> includes but is not limited to:</p> <p>The Scope of Work includes but is not limited to the Completion of Five Storey Student Services Center Building II in Batangas State University Pablo Borbon Main I, Batangas City with a total floor area of eleven thousand two hundred fifteen square meters (11,215.00 m2).</p> <p>4.1 The proposed Student Services Center Building II is a five (5) storey building that shall house:</p> <ol style="list-style-type: none"> <li>I. GROUND FLOOR             <ol style="list-style-type: none"> <li>1. Office of VP for Finance &amp; Resource Generation</li> <li>2. Budget office</li> <li>3. Finance office</li> <li>4. Scholarship office</li> <li>5. Accounting office</li> <li>6. Cashier's office</li> <li>7. Registrar's office</li> </ol> </li> </ol>

8.	Testing and Admission Office
9.	Records Office
10.	Electrical and Information Technology Room
11.	ID Card Services Office
12.	IACEPO
13.	Waiting Area
14.	One (1) Main Stair
15.	One (1) Ramp
16.	One (1) Main Entrance Lobby
17.	One (1) Main Lobby
18.	One (1) Information/Reception Area
19.	Four (4) Common Stair
20.	Four (4) Stockroom below Common Stairs
21.	Two (2) Fire Stairs Exit
22.	One (1) Electrical Room
23.	One (1) Mechanical Room
24.	Two (2) Elevator's Shaft
25.	One (1) Elevator Lobby
26.	Four (4) Female Public Toilet
27.	Two (2) Male Public Toilet
28.	Two (2) Male & PWD Public Toilet
29.	One (1) Corridor / Hallway
30.	One (1) Open Space for Outdoor Landscape (w/ electrical & plumbing works)
II.	SECOND FLOOR
1.	Office of VP for Administration and External Affairs
2.	Administration Services Office
3.	Human Resources Management Office
4.	Office of VP for Research and Extension
5.	Bids and Awards Committee Office
6.	General Services Office
7.	Environmental Management Office
8.	Extension Services Office
9.	Research and Extension Office
10.	Research and Extension Display Center
11.	Research & Development Center
12.	Research Management Services Office
13.	Entrepreneurial & Business and Educ. Math & Social Science
14.	Research Management and Information and Publication
15.	Analytical Laboratory and Data Processing
16.	Agriculture and Natural Science Research Center & Environment and Biodiversity
17.	Architecture, Engineering & Technology Research Center and IPMTAC
18.	Two (2) Gallery Area
19.	One (1) Main Stair
20.	One (1) Main Lobby
21.	One (1) Information / Reception Area

	22.	Four (4) Female Public Toilet
	23.	Two (4) Male Public Toilet
	24.	Four (4) Common Stairs
	25.	Two (2) Fire Stairs Exit
	26.	One (1) Electrical Room
	27.	One (1) Mechanical Room
	28.	Two (2) Elevator Shaft
	29.	One (1) Elevator Lobby
	30.	One (1) Electrical & Information Technology Room
	31.	One (1) Corridor / Hallway
	32.	Two (2) Open Spaces for Indoor Landscape with Artificial Falls (w/ electrical & plumbing works)
	III.	THIRD FLOOR
	1.	Project Management Office
	2.	National Service and Training Program Office
	3.	Office of Student Affairs Services
	4.	Concessions
	5.	Executive Lounge
	6.	Internal Assessment Office
	7.	University Professor's Office
	8.	Electrical and Information Technology Room
	9.	Office of VPAA
	10.	ICT Office
	11.	Two (2) Elevator Shaft
	12.	One (1) Electrical Room
	13.	One (1) Mechanical Room
	14.	One (1) Gallery / Exhibit Area
	15.	One (1) Reception
	16.	Four (4) Common Stair
	17.	One (1) Main Stair
	18.	Two (2) Fire Stairs Exit
	19.	Five (5) Female Public Toilet
	20.	Five (5) Male Public Toilet
	IV.	FOURTH FLOOR
	1.	President's Office
	2.	Internal Audit Office
	3.	Planning Office
	4.	Legal Office
	5.	Two (2) Storage Room
	6.	Public Relations Office
	7.	Commission on Audit Office
	8.	Office of Executive Director for Alangilan Campus
	9.	Office of Executive Director for Rosario and San Juan Campus
	10.	Office of Executive Director for Lobo and Main Campus
	11.	Office of Executive Director for Lipa and Malvar Campus
	12.	Office of Executive Director for Nasugbu, Balayan and Lemery Campus

	<p>13. Dining Room (Executive Directors)</p> <p>14. One (1) Storage Room</p> <p>15. Three (3) Female Public Toilet</p> <p>16. Three (3) Male Public Toilet</p> <p>17. Two (2) Fire Stairs Exit</p> <p>18. Three (3) Common Stairs</p> <p>19. One (1) Electrical Room</p> <p>20. One (1) Mechanical Room</p> <p>21. Two (2) Elevator Shaft</p> <p>22. One (1) Elevator Lobby</p> <p>23. One (1) Main Stairs</p> <p>24. One (1) Main Lounge</p> <p>25. One (1) Information / Reception Area</p> <p>26. One (1) Corridor / Hallway</p> <p>V. FIFTH FLOOR</p> <p>1. Open Space with electrical, fire detection alarm system, telephone layout, plumbing and mechanical rough-in, fire protection system and masonry works for future offices, multi-purpose hall, utility room and restroom.</p> <p>2. Two (2) Elevator Shaft</p> <p>3. One (1) Electrical Room</p> <p>4. Seminar Rooms (4)</p> <p>5. Multi-purpose Hall</p> <p>6. Spa</p> <p>7. Gym</p> <p>8. Storage &amp; Kitchen</p> <p>9. Café Area</p> <p>10. Office</p> <p>11. Four (4) Common Stairs</p> <p>12. One (1) Main Stair</p> <p>13. Two (2) Fire Stairs Exit</p> <p>14. Three (3) Water Tanks</p> <p>15. Landscape</p> <p>4.2 The other facilities included in the project are:</p> <p>4.2.1 Fire Detection Alarm System</p> <p>4.2.2 Fire Protection System</p> <p>4.2.3 Two (2) - Conveyor System with Five (5) Flights</p> <p>4.2.4 Telephone communication system</p> <p>4.3 The building construction in general will be reinforced concrete framed structure with combination of concrete hollow blocks (CHB) and dry wall partitions as walls;</p>
2.2	<i>Not Applicable</i>
5.1	The <b>Procuring Entity</b> shall give possession of all parts of the Site to the Contractor on _____.
6.5	<p>The Contractor shall employ the following <b>Key Personnel</b>:</p> <p><i>1. Project Manager</i></p>



	<p>2. <i>Project Engineer</i></p> <p>3. <i>Materials Engineer</i></p> <p>4. <i>Foreman</i></p> <p><b>NOTE: The names of the Key Personnel and their designation shall be filled out by winning contractor prior to contract signing.</b></p>
7.4(c)	No further instructions.
7.7	No further instructions.
8.1	No further instructions.
10	Not applicable.
12.3	No further instructions.
12.5	Fifteen (15) years.
13	No additional provision.
18.3(h)(i)	No further instructions.
21.2	<p>The Arbiter is:</p> <p>Director Legal Affairs Batangas State University Rizal Avenue, Batangas City</p>
29.1	Dayworks are applicable at the rate shown in the Contractor's original Bid.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within _____ days of delivery of the Notice of Award.
31.3	<p>The period between Program of Work updates is _____ days.</p> <p>The amount to be withheld for late submission of an updated Program of Work is _____.</p>
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%)</i> .
40.1	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
51.1	<p>The date by which operating and maintenance manuals are required is _____.</p> <p>The date by which "as built" drawings are required is _____.</p>
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 _____.

## *Section VI. Specifications*

### **Notes on Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty eight (28) days prior to the date when the

Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the PRO Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

### CONTENTS

Item No.	Description	% of Total	Unit	Quantity
1	MOBILIZATION/DEMobilIZATION	0.15	lot	1.00
2	CONSTRUCTION SAFETY AND HEALTH PROGRAM	0.11	lot	1.00
3	PROJECT PHOTOGRAPHS	0.01	lot	1.00
4	PROJECT BILLBOARDS	0.02	pcs	2.00
5	TEMPORARY FACILITIES/FIELD OFFICE	0.11	lot	1.00
6	FORMS AND SCAFFOLDINGS	0.83	sq.m.	2,243.00
7	MASONRY WORKS	9.55	sq.m.	4,939.79
8	PLASTERING WORKS	2.84	sq.m.	5,382.68
9	METAL ROOFING WORKS @ 5th floor cafe area	0.23	lot	1.00
10	ARCHITECTURAL DOORS & WINDOWS	4.89	lot	1.00
11	ALUMINUM & GLASS WORKS	0.49	sq.m.	45.98
12	STAINLESS STEEL RAILING WORKS	3.71	lot	1.00
13	CARPENTRY WORKS	10.68	sq.m.	6,643.26
14	PAINTING WORKS AND LAMINATED SHEETS	1.83	sq.m.	2,421.00
15	BUILDING NAME, MARKER AND STAINLESS STEEL SIGNAGES	0.38	lot	1.00
16	GRANITE & TILEWORKS	6.33	lot	1.00
17	WATERPROOFING WORKS	0.06	sq.m.	70.00
18	AIR-CONDITIONING AND VENTILATION WORKS	8.91	lot	1.00

19	FIRE PROTECTION WORKS	10.31	lot	1.00
20	ELECTRICAL WORKS	11.61	lot	1.00
21	FIRE DETECTION AND ALARM SYSTEM	0.58	lot	1.00
22	CISTERN	2.23	cu.m.	120.00
23	FIRE PUMP HOUSE	0.44	lot	1.00
24	PLUMBING WORKS	10.43	lot	1.00
25	PLUMBING FIXTURES	6.45	lot	1.00
26	DEEP WEEL	1.62	lot	1.00
27	LANDSCAPING WORKS INCLUDING ARTIFICIAL FALLS	5.06	lot	1.00
28	HAULING OF WASTES & DEMOLISHED MATERIALS	0.15	lot	1.00
<b>CONSTRUCTION PHASE II TOTAL</b>		<b>100.0</b>		

## GENERAL

- a) All applicable provisions of the different divisions of the Specifications for each work shall apply for all items cited in this schedule.
- b) Discrepancy arising from this section of the Contract Documents must be brought to the attention of the Owner or representative Architect/Engineer whose decision shall be final.
- c) Materials deemed necessary to complete the works but not specifically mentioned in the Specification, Working Drawing, or in the Contract Document shall be supplied and installed by the Contractor. Such materials shall be of the highest quality and kind, and installed or applied in a workmanlike manner at prescribed or appropriate locations following the Standard Practice of Civil Engineering, National Building Code of the Philippines and Construction Procedures.
- d) All items with specified approved brand, manufacturer, supplier, fabricator, trademark and the like shall be strictly followed.
- e) The Contractor shall coordinate the work with the Project Management Office to expedite the implementation of the project.
- f) The Contractor shall supply all finishing accessories and furnishing fixtures as may be approved by the owner or representative and shall be installed by the Contractor whenever required by the Owner or Representative.

## 1 MOBILIZATION/DEMOBILIZATION

- 1.1 Mobilization shall include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the site and other necessary general facilities for the Contractor's operations at the site; premiums paid for performance and payment bonds, including co-insurance and re-insurance agreements as applicable.

- 1.2 Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal and site cleanup of temporary offices and other facilities assembled on the site specifically for this contract.

## **2 CONSTRUCTION SAFETY AND HEALTH PROGRAM**

- 2.1 This item includes provision of safety gadgets (belt, goggles, hard hat, working uniform and safety shoes) for all workers on the hard hat area.

## **3 PROJECT PHOTOGRAPHS.** Monthly accomplishment report shall be submitted to BatStateU complete with pictures of on-going project.

- 3.1 The Contractor must present a report on the project's progress shown through photographs.
- 3.2 Seven (7) accomplishment reports shall be submitted to BatStateU: 1) at 15% accomplishment; 2) at 30% accomplishment; 3) at 45% accomplishment; 4) at 60% accomplishment; 5) at 75% accomplishment; 6) at 90% accomplishment; and 7) at 100% accomplishment, complete with pictures of accomplished work.

## **4 PROJECT BILLBOARDS**

- 4.1 Contractor must provide two project billboards showing information about the project.
- 4.2 The two (2) Project billboards shall be strategically placed within the site vicinity; *(As provided on the General Guidelines and Legal Mandates of the Commission on Audit to promote good governance through transparency and accountability, notifications to the public and other forms of announcement and/or publicity for or otherwise relating to the Projects/Programs/Activities (PPA) shall be made at the least possible cost.) Hence, for infrastructure projects, two (2) tarpaulin signboards must be suitably framed for outdoor display at the project location, and shall be posted as the award has been made. The design and format of the tarpaulin as shown below, shall have the following specifications:*

*Tarpaulin, white, 8ft x 8ft  
Resolution: 70 dpi  
Font: Helvetica  
Font Size: Main Information – 3”  
Sub-Information -1”  
Font Color: Black*



Republic of the Philippines  
**Batangas State University**  
 Batangas City

**PROJECT MANAGEMENT OFFICE**

**Project:** COMPLETION OF FIVE-STOREY STUDENT SERVICES CENTER BUILDING II Cost: \_\_\_\_\_  
BatStateU Main Campus I,  
**Location:** Rizal Avenue Ext., Batangas City Fund Source/s: \_\_\_\_\_

**Implementing Agency/ies:** \_\_\_\_\_  
 Development Partner/s: \_\_\_\_\_  
 Contractor/Supplier: \_\_\_\_\_  
 Brief Description of Project: \_\_\_\_\_

Project Date			Project Status				Remarks
Duration	Started	Target Date of Completion	Percentage of Completion	As of (Date)	Cost Incurred to Date	Date Completed	

For particulars or complaints about this project, please contact the Regional Office or Cluster Which has audit jurisdiction on this project:

COA Regional Office No./Cluster: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact No. : \_\_\_\_\_ or Text COA Citizen's Desk at 0915-5391957

**5 TEMPORARY FACILITIES/ FIELD OFFICE**

5.1 This item includes the construction of temporary facilities to be used by the Contractor.

**6 FORMS AND SCAFFOLDING**

- 6.1 All forms for concrete works shall be properly braced or connected together so as to maintain the correct position and shapes of the concrete members. Forms shall be constructed sufficiently tight to prevent bulging and seepage of water.
- 6.2 Forms shall not be removed until the concrete has attained sufficient strength to support its own weight and any loads that may be placed on it. Sides of beams and girder may be removed earlier than the bottom forms but additional post or shoring must be placed under the beams or girders until they have attained the strength.

## **7 MASONRY WORKS**

- 7.1 All masonry works, exterior and interior walls for 3<sup>rd</sup> and 5<sup>th</sup> floors shall be done based on the approved drawings.
- 7.2 Concrete Hollow Blocks: Non load bearing type with even texture and well-defined edges, with a minimum compressive strength of 350 psi.
  - 7.2.1 Use 5" x 8" x 16" (125mm thk.) masonry units for all exterior and interior walls as indicated on the approved floor plans.
- 7.3 Masonry units shall be sound, dry, clean and free from cracks when placed and laid on the structure.
- 7.4 All concrete hollow blocks shall be extended unless otherwise specified and anchored up to the bottom of the slab, beams and columns.
- 7.5 Reinforcing bars: use 10mm in diameter vertical bars at 600mm on center and 10mm diameter horizontal bars at every third layer of CHB.
- 7.6 All reinforcing bars shall be accurately placed and secured against displacement by tying them together at each bar intersection with gauge no. 16 or 18 tie wire.
- 7.7 Mortar works: With mix and texture as required. Mortar shall be composed of one (1) part cement and three (3) parts sand.
- 7.8 Use 2" x 8" kiln dried high grade wood planks for stage flooring at 5<sup>th</sup> floor Multi-purpose Hall.

## **8 PLASTERING WORKS**

- 8.1 Plaster works: With mix and texture as required. Plaster shall be composed of one (1) part cement and two (2) parts sand.
- 8.2 Masonry wall finishes shall be smooth plaster finish.

## **9 METAL ROOFING WORKS (5<sup>th</sup> Floor (Café Area & Corridor to Restroom of Multi-Purpose Hall))**

- 9.1 The works include provision and installation of all roofing materials required by the project and as shown on plans to be approved by the Owner or authorized representative/engineer.
- 9.2 All members shall be in accordance with the approved steel framing plans and these Specifications, and to the entire satisfaction of the Owner under the direct supervision and of Architect/ Engineer-in-charge.
- 9.3 The drawings are not intended to show every bolted or welded connection. All such item whether specifically mentioned or not, or indicated on the drawings shall be done if necessary to complete the structure.
- 9.4 Sheets shall be laid with the end and side laps as indicated on the brochures or supplied drawings. Unless otherwise specified, the minimum side laps shall be connected to the purlins using the specifications supplied by the manufacturer or other approved equivalent connector.
- 9.5 Welding, shearing, gas cutting, chipping and all other works involved in the fabrication of structural steel frames shall be done with accuracy and of the highest quality of workmanship.
- 9.6 Use 2" x 3" x 1.50mm thk. and 2" x 6" x 1.50mm thk. LC Purlins with 600mm. spacing. Purlins shall be provided with 2" x 3" x 4.50mm angle bar cleats. Provide 10mm. Ø sag rod threaded both sides with standard nuts and washers installed staggered as shown on the approved plans and drawings.
- 9.7 Use 0.50mm thick Pre-painted Rib-Type Long Span Roofing Sheets. The Contractor shall provide samples to be approved by BatStateU.
- 9.8 Use 24" x 8' x 0.50mm thk. Pre-painted Ridge Roll.
- 9.9 Use 4' x 8' x 0.40mm thk. Stainless Steel Sheet (Gutter) (Type 304).
- 9.10 All steel members shall be protected against corrosion using epoxy primer, epoxy reducer & epoxy enamel.

## **10 ARCHITECTURAL DOORS AND WINDOWS**

- 10.1 The works include provision and installation of Doors and Windows required by the project and as shown on plans to be approved by the Owner or authorized representative/architect or engineer.

### **10.2 DOORS**

- 10.2.1 Door Locksets of high quality: Bronze finish. Unlock by both knobs. Provide sample for approval of Architect/Owner.

- 10.2.2 Provide and install heavy duty aluminum door closer.



- 10.2.3 For the door hinges, use full mortise hinges, plain bearing, five knuckle, reversible, removable pin with screw, high quality, use 4" x 4" size, Four (4) pieces per door leaf.
- 10.2.4 Door 1 (D-1), 2.10m x 1.60m - (2 Panel @ 2.10m x 0.80m) K.D Tanguile Panel Door on 2"x6" Yacal Door Jamb with complete accessories.
- 10.2.5 Door 2 (D-2), 2.10m x 4.52m (2.10m x 1.70m Double Egress 1/2" thick Gray Glass Door on Anodized Aluminum Frame @ top and bottom with 3/8" thick Gray Fixed Glass on Anodized Aluminum frame with complete accessories..
- 10.2.6 Door 3 (D-3), 2.10m x 8.29m (2.10m x 1.60m Double Egress 1/2" thick Gray Glass Door on Anodized Aluminum Frame @ top and bottom with 3/8" thick Gray Fixed glass on Anodized Aluminum Frame with complete accessories.
- 10.2.7 Door 4 (D-4), 2.10m x 1.60m (2.10m x 0.80M Double Egress with 1/2" thick Gray Glass Door on Anodized ALUMINUM FRAME @ top and bottom) with complete accessories.
- 10.2.8 Door 5 (D-5), 2.10m x 1.60m - (2 PANEL @ 2.10m x 0.80m) K.D Tanguile Panel Door on 2"x6" Yacal Door Jamb with complete accessories.
- 10.2.9 Door 6 (D-6), 2.10m x 1.60m - (2 Panel @ 2.10m x 0.80m) K.D Tanguile Panel Door on 2"x6" Yacal Door Jamb with complete accessories.
- 10.2.10 Door 7 (D-7), 2.10m x 2.98m (2.10m x 0.98m 1/2" thick Gray Glass Door on Anodized Aluminum Frame @ top and bottom with 3/8" thick Gray Fixed Glass on Anodized Aluminum Frame, all shall be with complete accessories.
- 10.2.11 Door 8 (D-8), 2.10m x 0.90m 1/2" thick Tempered Glass Door on Anodized Aluminum Frame @ top and bottom with complete accessories.
- 10.2.12 Door 9 (D-9), 2.10 x 2.53m (2.10m x 0.90m 1/2" thk. Tempered Glass Swing Door on Anodized Aluminum Frame @ top and bottom with 3/8" thick Gray Fixed Glass on Anodized Aluminum Frame) with complete accessories.
- 10.2.13 Door 10 (D-10), 2.10m x 0.90m - Double Acting Steel Door with Glass with complete accessories.
- 10.2.14 Door 11 (D-11), 2.10m x 0.85m - K.D Tanguile Panel Door on 2"x6" Yacal Door Jamb with complete accessories.

- 10.2.15 Door 12 (D-12), 2.10m x 0.80m - K.D Tanguile Panel Door on 2"x6" Yacal Door Jamb with complete accessories.
- 10.2.16 Door 13 (D-13), 2.10m x 0.75m - K.D Tanguile Panel Door with Louver on 2"x6" Yacal Door Jamb with complete accessories.
- 10.2.17 Door 14 (D-14), 2.10m x 0.75m - K.D Tanguile Panel Door with Louver on 2"x6" Yacal Door Jamb with complete accessories.
- 10.2.18 Door 15 (D-15), 2.10m x 0.75m - K.D Tanguile Panel Door on 2"x6" Yacal Door Jamb with complete accessories.
- 10.2.19 Door 16 (D-16), D16 - 2.10m x 0.60m - K.D Tanguile Panel Door with Louver on 2"x6" Yacal Door Jamb with complete accessories.
- 10.2.20 Door 17 (D-17), 1.60m x 2.10m Steel Door with complete accessories.
- 10.2.21 Door 18 (D-18), 2.10m x 0.80 1/2" thk. Tempered Glass Door (Double Acting) with complete accessories.
- 10.2.22 Door 18 (D19), 2.10m x 0.90m K.D Tanguile Panel Door with Louver on 2"x6" Yacal Door Jamb with complete accessories.
- 10.2.23 Door 20 (D20), 1.0m x 0.70m K.D Tanguile Panel Door on 2"x6" Yacal Door Jamb with complete accessories.
- 10.2.24 For all doors, provide sample to be approved by Owner/Architect/Engineer.

### 10.3 **WINDOWS**

- 10.3.1 Window 1 (W-1), 1.20m x 2.00m Anodized Aluminum Frame with 6mm thick Gray Glass with complete accessories 2-Panel Sliding Window frame.
- 10.3.2 Window 2 (W-2), 1.20m x 2.80m Anodized Aluminum Frame with 6mm thick Gray Glass with complete accessories 4-Panel Sliding Window.
- 10.3.3 Window 3 (W-3), 0.50m x 0.70m Anodized Aluminum Frame with 6mm thick Gray Glass with complete accessories Awning Window.
- 10.3.4 Window 4 (W-4), 1.20m x 1.50m Anodized Aluminum Frame with 6mm thick Gray Glass with complete accessories Fixed Window.
- 10.3.5 Window 5 (W-5), 1.20m x 4.00m Anodized Aluminum Frame with 6mm thick Gray Glass with complete accessories combined Sliding and Fixed Window.

- 10.3.6 Window 6 (W-6), 0.50m x 2.80m Anodized Aluminum Frame with 6mm thick Gray Glass with complete accessories 4-Panel Awning Window with complete accessories.
- 10.3.7 Window 7 (W-7), 1.20m x 3.00m Anodized Aluminum Frame with 6mm thick Gray Glass with complete accessories 4-Panel Sliding Window.
- 10.3.8 Window 8 (W-8), 1.20m x 2.40m Anodized Aluminum Frame with 6mm thick Gray Glass with complete accessories 2-Panel Sliding Window.
- 10.3.9 Window 9 (W-9), 1.20m x 4.00m Anodized Aluminum Frame with 6mm thick Gray Glass with complete accessories combined Sliding and Fixed Window.
- 10.3.10 Window 10 (W-10), 0.50m x 2.10m Anodized Aluminum Frame with 6mm thick Gray Glass with complete accessories 4-Panel Awning Window.
- 10.3.11 Window 11 (W-11), 2.65m x 8.80m Anodized Aluminum Frame with 6mm thick Gray Glass with complete accessories 11-Panel Awning window @ 4th floor, President's office.
- 10.3.12 Window 12 (W-12), 1.90m x 2.40m Anodized Aluminum Frame with 6mm thick Gray Glass with complete accessories 3-Panel Awning window.
- 10.3.13 Window 13 (W-13), 2.10m x 1.65m Anodized Aluminum Frame with 6mm thick Gray Glass with complete accessories.
- 10.3.14 For all windows, provide sample to be approved by Owner/Architect/Engineer.

## **11 ALUMINUM AND GLASS WORKS**

- 11.1 1.10m x 12.51m (10-Panel) Registrar's Office Fixed Glass Transaction Counter with 1/4" thk. Clear on Anodized Aluminum Frame with complete accessories.
- 11.2 1.12m x 7.02m (7-Panel) Assessment Area Fixed Glass Transaction Counter with 1/4" thk. Clear on Anodized Aluminum frame with complete accessories.
- 11.3 1.12m x 7.07m (7-Panel) Cashier's Office Fixed Glass Transaction Counter with 1/4" thk. Clear on Anodized Aluminum Frame with complete accessories.
- 11.4 1.20m x 2.50m (3-Panel) IACEPO Fixed Glass Transaction Counter with 1/4" thk. Clear on Anodized Aluminum Frame with complete accessories.

- 11.5 1.09m x 3.40m (3- Panel) Scholarship Office Fixed Glass Transaction Counter with 1/4" thk. Clear on Anodized Aluminum Frame with complete accessories.
- 11.6 1.10m x 2.80m (3- Panel) ID Card Services Fixed Glass Transaction Counter with 1/4" thk. Clear on Anodized Aluminum Frame with complete accessories.
- 11.7 1.20m x 2.63m (3-Panel) Testing and Admission Office (TAO) Fixed Glass Transaction Counter with 1/4" thk. Clear on Anodized Aluminum Frame with complete accessories.
- 11.8 1.00m x 1.75m Fixed Glass with 1/4" thk. Clear on Anodized Aluminum Frame (Accounting and Cashier's Office - inside) with complete accessories.

## **12 STAINLESS STEEL RAILING WORKS**

- 12.1 Includes provision for installation of stainless railings as per plan details.
- 12.2 Use stainless steel (304) pipe.
- 12.3 Use 2" Ø x 6.00m., 1 1/4" Ø x 6.00 m., 5/8" Ø x 6.00m stainless steel pipe.
- 12.4 Use Stainless Grab Bar - 2" Ø x 0.90m. stainless steel pipe for PWD grab bar.
- 12.5 Use hacksaw and welding rod 1/8" Ø for stainless steel.

## **13 CARPENTRY WORKS**

- 13.1 The work includes the furnishing of materials, tools and equipment, methods and labor necessary to complete all carpentry work requirements.
- 13.2 Carpentry works includes construction of all dry wall partitions (3<sup>rd</sup> and 5<sup>th</sup> Floor, 5<sup>th</sup> Floor Stage) and pantry cabinets, registrar's counter, 3<sup>rd</sup> floor interior ceiling and 5<sup>th</sup> floor interior and exterior ceilings as per plan.
- 13.3 For drywall partitions, use 1/2" thk. x 4' x 8' Class "A" Marine Plywood, 0.60mm x 32mm x 75mm x 3mm metal track and metal stud, blind revit, gypsum screw, gypsum putty and mesh tape.
- 13.4 For pantry cabinets and registrar's counter, use 3/4" thk. and 1/2" thk. x 4' x 8' Marine Plywood, 4' x 8' x 1.10mm Formica (Plain White), 1" x 1/2" x 10' KD Liston, concealed hinges (C35), 18" drawer guide, stick well glue, finishing nails and stainless steel kitchen organizer.
- 13.5 For 3<sup>rd</sup> floor interior ceiling and spa ceiling, use 4.5mm thk. x 4' x 8' Fiber Cement Board, 0.40mm x 19mm x 5.0m. double furring channel, 0.50mm x 25mm x 25mm x 3.0m wall angle, 1mm x 12mm x 38mm x 5m C-Channel, w-clip (double), suspension clip with rod jointer, 1 1/4" screw and mesh tape.
- 13.6 For 5<sup>th</sup> floor interior and exterior ceilings, use 4.5mm thk. x 4' x 8' Gypsum Board, 0.40mm x 19mm x 5.0m. double furring channel, 0.50mm x 25mm x

25mm x 3.0m wall angle, 1mm x 12mm x 38mm x 5m C-Channel, w-clip (double), suspension clip with rod jointer, 1 ¼" gypsum screw and mesh tape.

13.7 See plan and details Provide sample for approval by architect/Owner.

13.8 Accordion Door for the Seminar Rooms with the following specifications:

13.8.1 Movable Sliding partition wall (Top hung heavy duty system, with magnetic strips set to attract each panel automatically;

13.8.2 Good seal and acoustic performance,

13.8.3 Each panel weight limit is 450kg;

13.8.4 Top and bottom telescopic range are 22.5mm base surface is MDF Board (installation included).

13.8.5 Provide sample for approval by architect/Owner.

13.9 Use high quality pest control.

#### **14 PANTING WORKS AND LAMINATED SHEETS**

14.1 All painting materials shall be approved by the architect/owner, unless otherwise specified. Use first class neutralizer, primer and sealer, putty, tinting color (gloss, wood stain and flat) and thinning solvents.

14.2 Prior to painting works, all exposed finish hardware, electrical plates & fixtures, plumbing fixtures, toilet accessories, glasses and the like shall be adequately insulated/protected that these are not stained with paint and stain materials. All other surfaces which stain would endanger paint marks should be taped and covered with paper or equal.

14.3 Apply the proper number of coats to affect a painted surface which is not transparent, looks full bodied when dried, and generally as recommended by the manufacturer for the respective paint types.

14.4 For all areas specified for moisture protection shall be coordinated with painting procedures shown on brochures from manufacturers.

14.5 Painting of all drywalls, pantry cabinets, registrar's counter, 3<sup>rd</sup> floor interior ceiling, 5<sup>th</sup> floor interior and exterior ceilings and all interior and exterior concrete walls.

14.6 Installation of 4' x 8' laminated sheets, scratch proof and fire retardant for high officials drywall and reception desk (accent).

#### **15 BUILDING NAME, MARKER AND STAINLESS STEEL SIGNAGES**

15.1 This work includes the supply and installation of :

15.1.1 1pc. Stainless Steel BatStateU Marker 0.70m x 0.90m;

15.1.2 31pcs. Stainless Steel Letters – **STUDENT SERVICES CENTER BUILDING II** (93 in<sup>2</sup> / letter – 0.30m height).

15.2 Supply and installation of Stainless Steel Room Signage's:

**15.2.1 Ground Floor Stainless Signage Works @ 1.50m Height**

- a. Restrooms
  - PWD - 2 pcs., 6" x 8" (48 in<sup>2</sup>)
  - Male Restrooms – 2 pcs., 6" x 8" (48 in<sup>2</sup>)
  - Female Restrooms – 4 pcs., 6" x 8" (48 in<sup>2</sup>)
- b. Elevator
  - Elevator – 2 pcs. 6" x 8" (48 in<sup>2</sup>)
  - Electrical Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Mechanical Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- c. Testing and Admission Office (TAO)
  - Testing and Admission Office – 2 pcs., 2" x 9" (18 in<sup>2</sup>)
  - Director – 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Testing – 2 pcs., 2" X 9" (18 in<sup>2</sup>)
- d. Registrar's Office
  - Registrar's Office – 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - University Registrar - 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Registrar's Office Stock Room – 3 pcs., 2" X 9" (18 in<sup>2</sup>)
  - Encoding - 1pc., 2" X 9" (18 in<sup>2</sup>)
  - Public Help Desk – 1pc., 2" X 9" (18 in<sup>2</sup>)
- e. Record's Office
  - Record's Office - 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Records Office & HR Office Stock Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Electrical & IT Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- f. ID Card Services
  - ID Card Services - 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Photo Lab - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- g. IACEPO
  - Industry Academe Cooperating Education Placement Office – 2pcs., 3" X 12" (36 in<sup>2</sup>)
  - Director – 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Interview Room – 1 pc., 2" X 9" (18 in<sup>2</sup>)
- h. Accounting Office
  - Accounting Office - 1pc., 2" X 9" (18 in<sup>2</sup>)
  - Stockroom – 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Accounting - 1 pc., 2" X 9" (18 in<sup>2</sup>)

- i. Cashier's Office
  - Cashier's Office – 2pcs., 2" X 9" (18 in<sup>2</sup>)
  - Cashiering - 1pc., 2" X 9" (18 in<sup>2</sup>)
- j. Scholarship's Office
  - Scholarship Office – 2pcs., 2" X 9" (18 in<sup>2</sup>)
  - Stockroom – 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Director – 1 pc., 2" X 9" (18 in<sup>2</sup>)
- k. Finance Office
  - Finance Office - 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Director – 1 pc., 2" X 9" (18 in<sup>2</sup>)
- l. Budget Office
  - Budget Office - 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Pantry - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- m. Finance and Resource Generation Office
  - Finance and Resource Generation Office - 2pcs., 3" X 12" (36 in<sup>2</sup>)
  - Vice President – 1pc., 3" X 12" (36 in<sup>2</sup>)
  - Conference Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Records - 1 pc., 2" X 9" (18 in<sup>2</sup>)

### **15.2.2 Second Floor Stainless Signage Works @ 1.50m Height**

- A. Restrooms
  - Male Restrooms – 4 pcs., 6" x 8" (48 in<sup>2</sup>)
  - Female Restrooms – 4 pcs., 6" x 8" (48 in<sup>2</sup>)
- B. Elevator
  - Elevator – 2 pcs. 6" x 8" (48 in<sup>2</sup>)
  - Electrical Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Mechanical Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- C. Reception - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- D. Research and Extension Display Center
  - Research and Extension Display Center – 1pc., 2" x 12" (24 in<sup>2</sup>)
  - Storage - 1pc., 2" x 12" (24 in<sup>2</sup>)
- E. Research and Development Center
  - Research and Development Center Office - 1 pc., 2" X 12" (24 in<sup>2</sup>)
  - Director – 1 pc., 2" X 9" (18 in<sup>2</sup>)
- F. Research and Management Center

- Research and Management Center Office - 1 pc., 2" X 12" (24 in<sup>2</sup>)
  - Director – 1 pc., 2" X 9" (18 in<sup>2</sup>)
- G. Extension Services Office
- Extension Services Office – 3 pcs., 2" X 9" (18 in<sup>2</sup>)
  - Director – 1 pc., 2" X 9" (18 in<sup>2</sup>)
- H. Bids and Awards Committee Office
- Bids and Awards Committee Office – 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Bidding and Awards Room – 2 pcs., 2" X 9" (18 in<sup>2</sup>)
  - Director – 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Meeting Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- I. Entrepreneurial & Business and Education, Math and Social Science Office – 1 pc., 3" x 12" (36 in<sup>2</sup>)
- J. Research Management and Information and Publication Office– 1 pc., 3" x 12" (36 in<sup>2</sup>)
- K. Analytical Laboratory and Data Processing Office – 1 pc., 3" x 12" (36 in<sup>2</sup>)
- L. Agriculture and Natural Science Research Center and Environment and Biodiversity - 1 pc., 3" x 12" (36 in<sup>2</sup>)
- M. Architecture, Engineering and Technology Research Center and IPMTAC Office - 1 pc., 3" x 12" (36 in<sup>2</sup>)
- N. Research and Extension Office
- Research and Extension Office - 3 pcs., 2" X 9" (18 in<sup>2</sup>)
  - Vice President - 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Conference Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Record's Office - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- O. Environmental Management Office
- Environmental Management Office - 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Director - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- P. General Services Office
- General Services Office – 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Director - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- Q. Human Resource Management Office
- Human Resource Management Office – 2 pcs., 2" x 12" (24 in<sup>2</sup>)
  - Records – 1 pc., 2" x 9" (18 in<sup>2</sup>)
- R. Administration Services Office
- Administration Services Office – 1 pc., 2" x 9" (18 in<sup>2</sup>)



- Director - 1 pc., 2" X 9" (18 in<sup>2</sup>)

S. Administration and External Affairs Office

- Administration and External Affairs Office – 2pcs., 3" x 12" (36 in<sup>2</sup>)
- Vice President - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- Conference Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)

**15.2.3 Third Floor Stainless Signage Works @ 1.50m Height**

A. Restrooms

- Male Restrooms – 5 pcs., 6" x 8" (48 in<sup>2</sup>)
- Female Restrooms – 5 pcs., 6" x 8" (48 in<sup>2</sup>)

B. Elevator

- Elevator – 2 pcs. 6" x 8" (48 in<sup>2</sup>)
- Electrical Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- Mechanical Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)

C. Reception - 1 pc., 2" X 9" (18 in<sup>2</sup>)

D. Gallery / Exhibit Area - 1 pc., 2" X 9" (18 in<sup>2</sup>)

E. National Service and Training Program Office

- National Service and Training Program Office – 1pc., 3" x 12" (36 in<sup>2</sup>)
- Director - 1 pc., 2" X 9" (18 in<sup>2</sup>)

F. Project Management Office (PMO)

- Project Management Office - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- Conference Room - 2 pcs., 2" X 9" (18 in<sup>2</sup>)
- Director - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- Plotting Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- Blue Printing - 1 pc., 2" X 9" (18 in<sup>2</sup>)

G. Office of Student Affairs Services (OSAS)

- Office of Student Affairs Services – 1pc., 2" x 12" (24 in<sup>2</sup>)
- Conference Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- Director - 1 pc., 2" X 9" (18 in<sup>2</sup>)

H. Concessions - 2 pcs., 2" X 9" (18 in<sup>2</sup>)

I. Executive Lounge – 1 pc., 2" X 9" (18 in<sup>2</sup>)

J. Internal Assessment Office (IAO)

- Internal Assessment Office – 1pc., 2" x 12" (24 in<sup>2</sup>)
- Director - 1 pc., 2" X 9" (18 in<sup>2</sup>)

K. University Professor's Office - 1pc., 2" x 12" (24 in<sup>2</sup>)

- L. Electrical and I.T. Room – 1 pc., 2” x 12” (24 in<sup>2</sup>)
- M. Office of Vice President for Academic Affairs
  - Office of Vice President for Academic Affairs – 2 pcs., 3” x 12” (36 in<sup>2</sup>)
  - Records – 1 pc., 2” x 9” (18 in<sup>2</sup>)
- N. Information and Communication Technology
  - ICT Office – 1pc., 2” x 9” (18 in<sup>2</sup>)
  - Conference Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)

#### **15.2.4 Fourth Floor Stainless Signage Works @ 1.50m Height**

- A. Restrooms
  - Male Restrooms – 3 pcs., 6” x 8” (48 in<sup>2</sup>)
  - Female Restrooms – 3 pcs., 6” x 8” (48 in<sup>2</sup>)
- B. Elevator
  - Elevator – 2 pcs. 6” x 8” (48 in<sup>2</sup>)
  - Electrical Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Mechanical Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- C. Executive Directors
  - Executive Director (Nasugbu, Balayan, Lemery) – 1pc., 3" X 12" (36 in<sup>2</sup>)
  - Executive Director (Lipa, Malvar) – 1pc., 3" X 12" (36 in<sup>2</sup>)
  - Executive Director (Main I, Lobo) – 1pc., 3" X 12" (36 in<sup>2</sup>)
  - Executive Director (Rosario, San Juan) – 1pc., 3" X 12" (36 in<sup>2</sup>)
  - Executive Director (Alangilan) – 1pc., 3" X 12" (36 in<sup>2</sup>)
  - Executive Director (Dining) – 1pc., 2" X 9" (18 in<sup>2</sup>)
- D. Commission on Audit
  - Commission on Audit – 2 pcs., 2" X 9" (18 in<sup>2</sup>)
  - Storage – 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Auditor – 1 pc., 2" X 9" (18 in<sup>2</sup>)
- E. Public Relations Office
  - Public Relations Office - 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Director – 1 pc., 2" X 9" (18 in<sup>2</sup>)
- F. Office of the University President
  - Office of the University President – 1 pc., 2” x 12” (24 in<sup>2</sup>)
  - Boardroom – 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Board Secretary - 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Dining Hall - 1 pc., 2" X 9" (18 in<sup>2</sup>)
  - Printer/Xerox - 1 pc., 2" X 9" (18 in<sup>2</sup>)

- Male Restroom – 1 pc., 6' x 8' (48 in<sup>2</sup>)
- Female Restroom – 1 pc., 6' x 8' (48 in<sup>2</sup>)
- Storage Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- Staff - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- Conference Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- Electrical and I.T. Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- Press Con Hall – 2 pcs., 2" X 9" (18 in<sup>2</sup>)

G. Legal Office – 1 pc., 2' x 9' (18 in<sup>2</sup>)

H. Planning

- Planning - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- Director - 1 pc., 2" X 9" (18 in<sup>2</sup>)

I. Internal Audit Office

- Internal Audit Office - 1 pc., 2" X 9" (18 in<sup>2</sup>)
- Director - 1 pc., 2" X 9" (18 in<sup>2</sup>)

#### **15.2.5 Fifth Floor Stainless Signage Works @ 1.50m Height**

A. Restrooms

- Male Restrooms – 2 pcs., 6' x 8' (48 in<sup>2</sup>)
- Female Restrooms – 2 pcs., 6' x 8' (48 in<sup>2</sup>)

B. Elevator

- Elevator – 2 pcs. 6' x 8' (48 in<sup>2</sup>)
- Electrical Room - 1 pc., 2" X 9" (18 in<sup>2</sup>)

C. Seminar Room – 8pcs., 2" X 9" (18 in<sup>2</sup>)

D. Open Multi-Purpose Hall - 3 pcs., 2" X 9" (18 in<sup>2</sup>)

E. SPA – 2 pcs., 2" X 9" (18 in<sup>2</sup>)

F. GYM - 1 pc., 2" X 9" (18 in<sup>2</sup>)

G. Storage and Kitchen - 1 pc., 2" X 9" (18 in<sup>2</sup>)

H. Water Tank - 1 pc., 2" X 9" (18 in<sup>2</sup>)

I. Café Area – 1 pc., 25' x 55' (1375 in<sup>2</sup>)

J. Office - 1 pc., 2" X 9" (18 in<sup>2</sup>)

15.3 Font shall be Century Gothic.

15.4 Provide sample for approval by Owner/Architect/Engineer.

## **16 GRANITE AND TILEWORKS**

16.1 Tile works include the provision of all necessary fixtures and facilities required by the project and as shown on plans to be approved by the Owner or authorized representative/engineer.

16.2 Appropriate cement, adhesive, grout, and all necessary tile accessories to be approved by the Owner or Authorized Representative/Architect/Engineer.

16.3 Tile works cover floors for 3<sup>rd</sup> and 5<sup>th</sup> floor areas, elevator lobby entrance (façade) @ all floors, public restrooms, office restrooms and spa and pergola (5<sup>th</sup> floor café area/rear hallway near spa & restroom). Installation height for comfort rooms is as per details.

**16.4 Third Floor Tile Works:**

16.4.1 Use 60cm x 60cm outdoor granite tiles for Hallway/Corridor;

16.4.2 Use 60cm x 60cm polished granite tiles:

- Project Management Office;
- Executive Lounge;
- Concessions;
- OSAS;
- Internal Assessment Office;
- University Professor's Office;
- Office of VPAA;
- ICT Office;
- NSTP Office;
- Electrical/Mechanical Room

**16.5 Fifth Floor Tile Works:**

16.5.1 Use 60cm x 60cm polished granite tiles:

- Seminar Room 1, 2, 3 & 4;
- Electrical Room;
- Hallway/Corridor

16.6 For elevator lobby entrance (façade) @ all floors (hallway/corridor), use 60cm x 60cm polished granite tiles.

**16.7 Restroom Finishing:**

16.7.1 Public Restrooms : Use 60cm x 60cm polished granite floor and wall tiles ;

16.7.2 Office Restrooms:

- Use 30cm x 30cm unglazed ceramic floor tiles for male, female and PWD restrooms;
- Use 30cm x 30cm glazed ceramic wall tiles for male, female and PWD restrooms;

16.7.3 For public and office restrooms, installation of :

- Granite for restroom counters;
- Granite for office counters (Scholarship Office, Accounting, Cashier's, TAO, IACEPO, ID Card Services)

16.8 Use of other materials such as: Italian granite slab for male/female restrooms counters and front face of elevator wall, cement, tile adhesive, river sand and tile grout.

**17 WATERPROOFING WORKS**

17.1 This work includes the application of water proofing materials required by the projects and as shown on plan to be approved by the owner and authorized Representative/Architect/Engineer.

17.2 Cementitious Waterproofing shall be used on all restroom floors (third floor, fifth floor) .

**18 AIR - CONDITIONING AND VENTILATION WORKS**

18.1 All air conditioning and ventilation units to be installed shall be of approved quality and shall be presented through original catalogue/s and/or physical presentation of units to the Owner/Representative or consultant for mechanical works of the Project Management Office of BatStateU for approval prior to installation.

18.2 Air conditioning and ventilation units and/or brand/s shall be presented and approved by owner/representative prior to installation.

18.3 Supports and hangers for air conditioning units, both indoor and outdoor, shall be provided.

18.4 Supply and Installation of Four (4) sets of 1.0 HP inverter split-type hi-wall air conditioning units, Four (4) sets of 1.5HP inverter split-type hi-wall air conditioning units, Three (3) sets of 2.0HP inverter split-type hi-wall air conditioning units, Six (6) sets of 2.5HP inverter split-type hi-wall air conditioning units, One (1) set of 3.0TR inverter split-type suspended ceiling air conditioning units, Twelve (12) sets of 5.0TR non-inverter split-type suspended ceiling air conditioning units, and Four (4) sets of 5.0TR non-inverter split type cassette air conditioning units. Each *set* consists of a pair of indoor unit and outdoor unit. The ACUs shall comply with the following specifications:

<b>Nominal Capacity</b>	<b>1.0 HP</b>	<b>1.5 HP</b>	<b>2.0 HP</b>	<b>2.5 HP</b>	<b>3.0 TR</b>	<b>5.0 TR</b>	<b>5.0 TR</b>
<b>Number of Sets to be Supplied and Installed</b>	<b>4 sets</b>	<b>4 sets</b>	<b>3 sets</b>	<b>6 sets</b>	<b>1 sets</b>	<b>12 sets</b>	<b>4 sets</b>
<b>Unit Type</b>	<b>Inverter Split-</b>	<b>Inverter Split-Type</b>	<b>Inverter Split-Type</b>	<b>Inverter Split-Type</b>	<b>Inverter Split-Type</b>	<b>Non-Inverter</b>	<b>Non-Inverter</b>

	Type Hi-Wall	Hi-Wall	Hi-Wall	Hi-Wall	Suspend ed Ceiling	Split-Type Suspe nded Ceilin g	Split-Type Cassett e Type
<b>Power Supply</b>	220-230 V, 60 Hz, Single Phase	220-230 V, 60 Hz, Single Phase	220-230 V, 60 Hz, Single Phase	220-230 V, 60 Hz, Single Phase	220-230 V, 60 Hz, Single Phase	220-230 V, 60 Hz, Three Phase	220-240 V, 60 Hz, Three Phase
<b>Refrigerant</b>	R-410a	R-410a	R-410a	R-410a	R-410a	R-22	
<b>Sound Level</b>	54dBA	31 dBA	39 dBA	39 dBA	46 dBA	48 dBA	43 dBA
<b>Cooling Capacity</b>	7,250-12,000 kJ/h	7,500-14,440 kJ/h	9,200-18,750 kJ/h	12,000-24,500 kJ/h	12,050-38000 kJ/h	63,300 kJ/h	63300k J/hr
<b>System Power Input</b>	490-1,170 W	490-1,190 W	625-1,520 W	685-1,900 W	695-3,500 W	5400 W	5150W
<b>Energy Efficiency Ratio (EER)</b>	10.3-14.8 kJ/W-h	11.8-15.3 kJ/W-h	12.3-14.7 kJ/W-h	12.9-17.5 kJ/W-h	10.9-17.3 kJ/W-h	11.7 kJ/W-h	12.3 kJ/W-h
<b>Piping (Liquid)</b>	φ 6.35m m (1/4")	φ 6.35mm (1/4")	φ 6.35mm (1/4")	φ 9.52mm (3/8")	φ 9.52mm (3/8")	φ 9.52m m (3/8")	-
<b>Piping (Gas)</b>	φ 12.7m m (1/2")	φ 12.7mm (1/2")	φ 12.7mm (1/2")	φ 15.88m m (5/8")	φ 15.88m m (5/8")	φ 19.0 5mm (3/4")	-
<b>Connection Type of Piping</b>	Flare	Flare	Flare	Flare	Flare	Flare	Flare

\* - Specifications shall be submitted for the approval of the Mechanical Consultant.

18.5 Copper tubings and all necessary materials for the completion of the system shall be provided and installed accordingly.

18.6 All other materials whether indicated on plans or not, shall be provided if necessary for the system to operate.

18.7 Twenty-three (23) units of 8” (200mm) ceiling mounted exhaust fans and Fifty (50) units of 10” (250mm) ceiling mounted exhaust fans shall be supplied and installed. Each of the units shall be installed following the connections of air pipes shown on the plans. The exhaust units shall comply with the following specifications:

<b>Nominal Size</b>	<b>8" (200mm)</b>	<b>10" (250mm)</b>
<b>Number of Units to be Supplied and Installed</b>	<b>23 units</b>	<b>50 units</b>
<b>Unit Type</b>	<b>Ceiling Mounted</b>	<b>Ceiling Mounted</b>
<b>Power Supply</b>	220-230 V, 60 Hz, Single Phase	220-230 V, 60 Hz, Single Phase
<b>Motor Rating</b>	20 W	30 W
<b>Air Delivery</b>	286 cfm	424 cfm
<b>Nominal Diameter of Air Pipe</b>	4" (100mm)	4" (100mm)

- 18.8 Necessary hangers and supports for the air pipe of the exhaust system shall be provided and installed accordingly for the full operation of the system.
- 18.9 Stainless bull nose vent louvers shall be supplied and installed on every vent for the exhaust systems. Specifications of the material shall be submitted and shall be approved by the assigned project architect from Project Management Office of BatStateU.
- 18.10 All exhaust fan units shall be connected to the nearest lighting circuits.
- 18.11 Testing and commissioning shall be performed with the member/s of technical working group as witness/es prior to turn-over and acceptance.

## **19 FIRE PROTECTION WORKS**

- 19.1 The Contractor shall furnish all materials, labor and equipment necessary for the installation of Fire Protection System of the Five Storey Higher Education Building.
- 19.2 The drawings are not intended to show every pipe, fittings, valves and accessories. All such items whether specifically mentioned or not, or indicated on the drawings shall be finished and installed if necessary to complete the system in accordance with the best practice of the Mechanical Trade and to the satisfaction of the Owner/Representative.
- 19.3 Shop drawings shall be submitted for approval to the mechanical consultant prior to any installation.
- 19.4 A set of as-built drawings of the entire system, including the layout and diagram accurately showing the connections and all the contents of the fire pump house

shall be submitted to the Project Management Office as a requirement for turn-over and acceptance of the building.

- 19.5 All BI pipes, all types of valves and B.I. fittings, and all materials to be installed within the system shall be presented and approved by owner/representative/mechanical consultant prior to installation.
- 19.6 Use schedule 40 B.I. pipes and B.I. fittings for all fire protection pipelines.
- 19.7 Use elbows with 25mm diameter and 50mm diameter; straight tee 25mm and 50mm diameter; reducing tee with 50x25x50 and reducing elbow 50x25. All fittings shall be black iron (B.I.).
- 19.8 Use sprinkler heads, pendent type. All pendent types sprinkler heads shall be concealed with the approval of the Project Architects of BatStateU.
- 19.9 Isolation valve shall come with supervisory switch, and shall be presented and approved by owner/representative/mechanical consultant prior to installation.
- 19.10 Fire pump house shall be equipped with complete set of fire pump capable to deliver a capacity of 25.0 li/s ( $\approx 396$  GPM  $\approx 1.5\text{m}^3/\text{min}$ ) at 48 meters TDH (total dynamic head). Fire pump shall be made with cast iron casing, bronze casting impeller and stainless steel shaft, and shall be driven by a 30kW diesel engine. The diesel-engine-driven pump shall have the following standard accessories: engine panel box, muffler, fuel tank, battery charger, 2 sets of pressure switches, foot valve, odometer, and control panel.
- 19.11 The fire pump house shall also be equipped with a 22kW electric motor. The electric fire pump shall be capable to deliver a capacity of 25.0 li/s ( $\approx 396$  GPM  $\approx 1.5\text{m}^3/\text{min}$ ) at 48 meters TDH (total dynamic head). Fire pump shall be made with cast iron casing, bronze casting impeller and stainless steel shaft. The electric pump shall be of complete set with the following standard accessories: 2 sets of pressure switches, foot valve, priming tank, control panel, flow meter and main relief valve.
- 19.12 A jockey pump shall also be provided within the fire pump house. The jockey pump shall have a capacity to deliver 2.50 li/s ( $\approx 40$  GPM  $\approx 0.15\text{m}^3/\text{min}$ ) at 60 meters TDH. Jockey pump shall be made with cast iron pump head and base plate, stainless steel impeller, shaft, chamber, base, pump head cover, and outer sleeve. It shall have a cartridge type mechanical seal. Jockey pump shall be coupled with electric 3.0kW motor, 220V, 3 $\phi$ , 60Hz at 3600RPM.
- 19.13 The pumps shall be arranged and connected such that the diesel-engine-driven fire pump will automatically start whenever power shortage or interruption (thus, making the use of the electric fire pump impossible) takes place while the service of the fire pump for the fire protection system is needed.
- 19.14 Fire pump must be equipped with automatic priming assembly to ensure that the pump will be fully primed at all times.



- 19.15 The entire sprinkler system shall undergo leak testing and shall stand the pressure of 20 bars (approximately 300psi).
- 19.16 Testing and commissioning of the entire fire protection system (including sprinkler system, fire pumps and accessories) shall be performed with the member/s of technical working group as witness/es prior to turn-over and acceptance. Representative/s of Bureau of Fire Protection shall be invited to witness the Testing and Commissioning of the Fire Protection System. Acceptance of the system shall be dependent on the comment/s of the Mechanical Consultant and/or Representative of the Bureau of Fire Protection.

## **20 ELECTRICAL WORKS**

- 20.1 All works shall be in accordance with the governing codes and regulations of the latest edition of the Philippine Electrical Code, with the rules and regulations of the National and Local Authorities concerned in enforcement of electrical laws and ordinance and with the rules and regulation of the utility companies concerned.
- 20.2 Contractor shall furnish all labor, equipment and materials as may be approved by the owner or his/her representative and shall perform all operations with electrical system shown I the drawings, their test and inspection complete in accordance with specifications and drawings and subject to terms and conditions of the contract and materials not specifically mentioned to bring the electrical system to operating condition and ready for use by the owner.
- 20.3 Electrical works shall be under the full supervision of a duly licensed and registered electrical engineer.
- 20.4 Submit and secure approval by the Architect/Engineer or by duly authorized representative of the owner before procurement, fabrication or delivery or installation of items to the jobsite. Submittal shall include the sample, manufacture's name, trade name, place of manufacture, catalog model or number, nameplate data, size, layout dimensions, ratings and capacity.
- 20.5 Electrical materials shall be as specified in the electrical drawing details as shown in the plans.
- 20.6 Panel Board shall conform to UL 50 and UL 67. Custom built Panel boards as detailed in drawing shall be NEMA-1 Enclosure, wall mounted, 3 pole. All panels shall be finished in light gray enamel (ANSI #61) over a rust inhibitor. Where "space only" is indicated, make provisions for the future installation of a breaker sized as indicated. Provide a separate ground bus marked with white stripe along its front and bonded to the steel cabinet for connecting grounding conductors.
- 20.7 All Panels shall be required by 2 pole/3 pole circuit breaker on main and 2 pole/3 pole circuit breakers in the branch circuits as detailed in drawing. Circuit breaker shall be of approved top brands in the market today. Circuit breaker shall comply with Underwriter's Laboratories (UL) standards as follows; UL

489, "Molded-Case Circuit Breakers, Molded-Case Switches and Circuit-Breaker Enclosures,"; UL 1699, "Arc-Fault Circuit Interrupters."; and UL 1998 "Software in Programmable Components". Submit UL Certificate of Compliance for approval. Use only one (1) brand of circuit breaker.

20.8 Panels and cabinets shall be fabricated by reputable fabricators as approved by the owner. Secure approval of shop drawing/ the Architect/Engineer or by duly authorized representative of the owner prior to fabrication of panels.

20.9 All wires and cables shall comply with the requirements of the Underwriter's Laboratories, the ASTM and IPCEA as they apply in the particular.

20.10 Wires and cables for lighting, power and auxiliary systems shall be nylon, jacketed, plastic insulated for 600 volts working pressure, type THHN/THWN-2 unless otherwise noted. Type TW, colored white for grounding. Cables shall be of approved top brands in the market today. Cables shall comply with Underwriter's Laboratories (UL) standards as follows; UL 83 "Thermoplastic Insulated Wires and Cables (THHN/THWN-2)"; UL 758 "Appliance Wiring Materials (AWM)"; UL 1063 "Machine Tool Wire (MTW) (stranded conductors only)"; and PNS 35 "Thermoplastic Insulated Copper Wires and Cables 600 Volts". Submit UL Certificate of Compliance for approval.

20.11 All feeder cables/wires shall be color coded. Color coding or wires are as follows:

Line A - Red	Ground wire - white
Line B - Yellow	Line C - Black
Control wire #01 - Brown	Control wire #02 - Blue

20.12 Method of wiring shall be as follows; or unless otherwise specified in drawing.

- For embedded in concrete. Use uPVC schedule 40 conduit.
- For not embedded in concrete. Use EMT for conduits not larger than 25mm diameter. Use IMC with size larger than 25mm diameter.
- Minimum size of wire shall be 3.5mm<sup>2</sup> THHN/THWN-2. (AWG No. 12 stranded) unless otherwise specified in the drawing.
- No conduits shall be used in any system smaller than 20mm diameter, electric trade size, Location and sizes of pull boxes shall be cleared to the Engineer prior to fabrication and installation.
- EMT conduit fitting shall be compression type.

20.13 Metallic conduits for interior and exterior systems shall be a standard weight, mild, steel, hot dip galvanized with an interior. Metallic conduits shall be of approved top brands in the market today. Metallic conduits shall comply with Underwriter's Laboratories (UL) standards as follows; for EMT UL 797 "Electrical Metallic Tubing - Steel"; for IMC UL 1242 "Standard for Electrical Intermediate Metal Conduit - Steel"; and for RSC "Electrical Rigid Metal Conduit - Steel". Submit UL Certificate of Compliance for approval.

20.14 uPVC non metallic conduit pipe, junction box, utility box and fittings embedded in concrete slabs, concrete wall and partitions shall be high-impact. uPVC non metallic conduit shall be of approved top brands in the market today and shall

follow these specifications: Impact Strength of **80 Joules**, Tensile Strength of **55 MPa**, Flattening of **NO BREAKING at 100%** and Vicat softening temperature, °C, min. of **85.5 °C min.**

20.15 Convenience Receptacle shall be rated 16 amperes, 240 volts, parallel blade with grounding slot. All outlets of whatever kind, for all systems, shall be provided with suitable fittings, which shall be either a box or other devices especially designed to receive the type of fittings to be mounted thereon.

20.16 Wall switches shall be rated at 16 amperes, 300 volts, one way, two pole, three way or four way as required with ground slot. Certain combinations shall be furnished with pilot lights as required and where indicated on the drawings

20.17 Wiring devices shall be of approved top brands in the market today.

20.18 Safety Switches and Disconnect Switches shall be of approved top brands in the market today. Safety Switches and Disconnect Switches shall comply with Underwriter's Laboratories (UL) standards as follows; UL 508 "Standard for Industrial Control Equipment"; and UL 98 "Enclosed and Dead-front Switches". Submit UL Certificate of Compliance for approval.

20.19 The lighting system shall be complete in every aspect, all as indicated on the plans as specified. All wiring shall be installed in µPVC schedule 40 of specified brand or as indicated in the plans and in general shall be concealed in the structure. Mounting heights of devices shall be as detailed on the plans or as follows:

Local switches	-	1370mm from center of device to finished floor line.
Receptacles C.O.	-	300mm above floor or 150mm above counters,
or as shown on in		Architectural details.

20.20 All lighting fixtures (indoor & outdoor) shall be new and approved type. See plan for specification.

20.21 All metallic conduits, cabinets and equipment shall be properly grounded and bonded by means of copper straps. The conduits of each system shall be grounded by connecting to the ground. Ground rod shall be of approved top brands in the market today.

20.22 Telephone and Data system shall consist of an interior system of conduits, outlets boxes, junction boxes and terminal cabinets, smart switches and manage switch as shown on the plans. UTP/Category 6, 24 AWG x 4 pairs cable complete with RJ45 connector shall be used or as indicated on the plans. All work materials shall be brand new, free from defects, installed and constructed in a workmanlike manner according to prevailing standard practice. Voice & Data cable shall be of approved top brands in the market today.

20.23 Other items not mentioned in the specifications but are included in the installation shall be subjected to be pre-approved by the owner.

## 21 FIRE DETECTION AND ALARM SYSTEM

- 21.1 The local combination box shall consist of red-colored indication lamp, manual pull station and fire alarm bell. This shall be flush-mounted and the exact location
- 21.2 Use high quality smoke detectors. **Smoke Detectors:** Designed for detection of abnormal smoke densities by the photoelectric principle. Necessary control and/or power panels required for operation of the device shall be provided either as individual units or integral with the main control panel. Detectors and associated panel must be compatible with main control panel being provided and be suitable for use in a supervised circuit, malfunction of the electrical circuitry to the detector or its control or power shall result in the operation of a system trouble device. Each detector shall contain a visible indicator lamp that shall show when the unit is activated. Each detector shall be plug-in type in which the unit detector base contains screw terminals for making all wiring connections.
- 21.3 The manual pull station shall be inside the local combination box with indication lamp to indicate the receipt of the signal from the manual station. Material shall be constructed from 1.2mm thick steel with bright red color finish. Alarm signal is transmitted to the control panel by pushing the push-button inside the box. Non-coded type with mechanical reset features. All wiring connections shall be to screw terminals. Break glass front stations are not permitted. Stations exposed to the exterior of the building shall be of the weatherproof type.
- 21.4 Bells shall be operated on the fire outbreak floor and the floor just above and below it and at the other case can be sounded simultaneously. Speaker shall have power taps which are selected by shunts suitable for use in an electrically supervised circuit and shall have a sound output rating of at least 87 decibels at 10 ft. and combined with flashing strobe. Speaker specifically listed for outdoor use shall be provided in exposed locations. Use "System Sensor" Cat. No. SPSR or approved equal.
- 21.5 The indicator lamp identifies the fire alarm station. Power supply to the bulb is 24V, 1W coming from the fire alarm control panel.
- 21.6 All exposed pipes and fittings shall be EMT. Concealed pipes can be used  $\mu$ PVC.
- 21.7 Boxes (junction, utility and square box) shall be galvanized steel.
- 21.8 Cable size to be used shall be 1.25mm<sup>2</sup> TF wire, 16/2 twisted and of top brand in the market today.

## 22 CISTERN

- 22.1 The Contractor shall supply all the materials, labor and equipment necessary for the complete construction of the Cistern tank.

- 22.2 The Contractor shall make adequate site survey, verification and setting outs.
- 22.3 Construction of cistern tank with 120m<sup>3</sup> capacity, using 4000psi ready mix concrete, 28 days;
- 22.4 The cistern tank shall be constructed according to plans and specification. Water proofing is also included;
- 22.5 All materials and to be used shall be of approved quality and according to standard.
- 22.6 The construction of the same shall be in accordance with the detailed plans.

### **23 FIRE PUMP HOUSE**

- 23.1 The Contractor shall supply all materials, labor and equipment for the construction of the fire pump house.
- 23.2 The construction of said pump house shall be in accordance with the detailed plans.
- 23.3 The fire pump house shall be constructed above the cistern tank;
- 23.4 Supply and installation of :
- 23.4.1 2.1m x 1.0m Steel Door with Louver
  - 23.4.2 1.9m x 2.6m Roll-up Door
  - 23.4.3 0.6m x 2m Anodized Aluminum Louvers
- 23.5 Painting of the entire fire pump house;
- 23.6 All works must be communicated to the Owner/Representative before commencement.

### **24 PLUMBING WORKS**

#### **24.1 General**

- 24.1.1 All plumbing works included herein shall be executed according to the provisions of the National Plumbing Code, National Building Code and the Rules and Regulations of the Batangas City.
- 24.1.2 The drawings are not intended to show every pipes, fittings, valves and appliances. All such item whether specifically mentioned or not, or indicated on the drawings shall be finished and installed if necessary to complete the system in accordance with the best practice of the Plumbing Trade and to the satisfaction of the Owner/Representative.
- 24.1.3 All materials to be used shall be new and shall conform to the Reference Code and Standards. Use of materials shall further be governed by other

requirements, imposed on other section of these specifications. Materials shall be subject to test necessary for their fitness if so required.

24.1.4 The Contractor shall furnish all materials, labor and equipment necessary for the installation of all water lines, fixtures and accessories.

24.1.5 All materials and equipment to be installed shall be of approved quality and should be presented to BatStateU/Representative Architect/Engineer for approval prior to installation.

24.1.6 All works must communicate to the Owner/Representative before commencement.

24.1.7 SYSTEM DESCRIPTION: Provide new plumbing systems, complete and ready for operation. Plumbing systems including manufacturer's products shall be in accordance with the required and advisory of the IAPMO Uniform Plumbing Code and Philippine National Plumbing Code. Plumbing systems include piping less than 1.50meters outside of the building.

24.1.8 SUBMITTALS:

Product data:

Pipe and fittings

Valves

Pipe hangers and supports

Water meters

Drains

Certificate of Conformance:

Pipe and fittings

Valves

Pipe hangers and supports

Water meters

Drains

24.1.9 Shop Drawing (as required)

- Detail drawings consisting of schedules, performance, charts, instructions, diagrams, and other information to illustrate the requirements and operations of systems that are not covered by the Plumbing Code. Detail drawings for the complete plumbing system including piping layouts and locations of connections; dimensions for roughing-in, foundation, and support points; schematic diagrams and wiring diagrams or connection and interconnection diagrams. Detail drawings shall be indicated clearances required for maintenance and operation. Where piping and equipment are to be supported other than as indicated, details shall include loadings and proposed support methods. Mechanical drawing plans, elevations, views, and details, shall be drawn to scale.

#### 24.1.10 Test Reports

##### Test, Flushing and Disinfection

- Test reports in booklet form showing all field tests performed to adjust each component and all fields test performed to proved compliance with the specified performance criteria, completion and testing of the installed system. Each test report shall indicate the final position of controls.

24.1.11 STANDARD PRODUCTS: Specified materials and equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such product. Specified equipment shall essentially duplicate equipment satisfactorily at least two (2) years prior to bid opening. Standard products shall have been satisfactory commercial or industrial use for two (2) years prior to bid opening. The two (2) years use shall include applications of equipment and materials under similar circumstances market through advertisements, manufacturers' catalogs, or brochures during the (two) 2 years period.

#### 24.1.12 Delivery, Storage and Handling

- Handle, store, and protect equipment and materials to prevent damage before and during installation in accordance with the manufacturer's recommendations, and as approved by contracting officer. Replace damaged or defective items.

24.2 QUALITY ASSURANCE: Plumbing systems including fixtures, materials, installation, and workmanship shall be in accordance with the plumbing Code except as modified herein. In the Plumbing code referred to herein, the advisory provisions shall be considered to be mandatory, as though the word "shall" had been substituted for the word "should" wherever it appears;

#### 24.3 MATERIAL'S SPECIFICATION

24.3.1 DWV (DRAIN, WASTE, AND VENT) PIPING: Fittings shall be radius fittings, except fittings in vent piping which may be short radius fittings. Minimum size piping shall be 50mm (2") for buried and aboveground piping.

24.3.2 SANITARY (SEWER) / WASTE LINES – Soil pipes shall be Polyvinyl Chloride (PVC) Pipes with maximum SDR of 34 per ASTM D3034.

24.3.3 VENT LINES – Branch vent pipes shall be Polyvinyl Chloride (PVC) with maximum SDR of 34 per ASTM D3034.

24.3.4 CLEANOUTS – ANSI 112.36.2; provide threaded bronze or thermoplastic cleanouts plugs.

- Floor Cleanouts – provide cast-iron floor cleanout with flange, polished bronze or nickel bronze rim and scoriated floor plate with CO cast in the plate. Secure floor plate with the counter sunk screws for installation flush with finished floor.
- Ground Cleanouts – provide cast-iron cleanouts and countersunk plugs. Provide 450 x 450 x 150mm thick concrete slab with top 25mm above grade with cleanout located in center of slab.

#### 24.3.5 STORM DRAIN

- Drain Pipe: Exterior and Interior Pipes: Exterior and interior storm drainage pipe shall be Polyvinyl Chloride (PVC) pipe conforming to the specification of ASTM D 2665 or equivalent for pipes smaller than 250mm diameter. The engineer reserves the right to inspect and test the pipe delivered for intended purpose. Defects that are discovered after acceptance of delivery of the pipes but before installation shall be cause for rejection without additional cost to the employer.

#### 24.3.6 DOMESTIC WATER PIPING

- Buried Piping (Cold Water): Shall be Polypropylene Random (Type 3). High resistance to pressure and temperature, conforming to EN ISO 15874.
- Aboveground Piping: Galvanized steel pipe, schedule 40, conforming to ASTM 453 or ASTM A 120.

24.3.7 WATER VALVES: Valves shall have flanged end connections, except sizes smaller than 65mm (2 ½” ) may have threaded end connection with a union on all but one side of the valve, or solder connection for connections between bronze valves and polyethylene tubing. Copper alloy and bronze valve body shall be ASTM B61 or ASTM B62 copper alloy. Ball valves may be provided in lieu of gate valves.

- Valves: MSS SP-80, Class 125 except sizes 65mm and larger shall Conform to MSS SP-70, Class 125.
- Check Valves: MSS SP-81, Class 125, swing check cast-iron or bronze body.
- Water Meters: AWWA C700 positive displacement type, with register reading in liters and U.S. gallons.

#### 24.3.8 WATER TANK

- Supply and installation of one (1) unit of 12,880 liters capacity stainless steel water tank and two (2) units of 5,951 liters capacity stainless steel water tank of approved brand.



- The Contractor shall supply all the materials, labor and equipment necessary for the complete construction of the cistern and domestic water tank with 120cu.m. capacity. All materials and to be used shall be approved quality and according to standard. The construction of the same shall be in accordance with the detailed plans.

#### 24.3.9 BOOSTER AND TRANSFER PUMPS

- The contractor shall furnish and install two (2) sets domestic water, factory assembly, skid mounted water transfer pumps to supply water from cistern to water tanks in the fifth floor and booster pumps two (2) for each overhead tanks as described in these specifications and shown on the plan.
- The system shall be rated for a total system capacity and the individual pumps in the system shall be so sized and sequenced to deliver portions of the total flow as demand varies.
- The system shall be so designed as to provide a constant discharge pressure, as measured at the system discharge given on the plans.
- The units shall be completed factory assembled and tested of approved brand.
- Pump's suction and discharge line shall be complete with isolation valves and flexible pipe connectors and others fittings as shown on the drawing. Individual pumps may be serviced with the system in operation. Pump's discharge shall be furnished with combination pilot operated pressure regulating non-slam check valves.
- The system and all pertinent components shall be cold water rated for working pressures of 150 psi and shall be hydrostatically tested in accordance with Hydraulic Institute Standards for centrifugal pumps.
- The pumps shall be vertical in-line, close-coupled transfer pumps, mounted on pump casing and completed with back pull-out feature. Pump head and base shall be complete with cast iron casing and all other wetted parts are stainless steel. Under no circumstances will packed pump or pumps without back pull-out capacity be accepted. All pumps replacement parts shall be available in kit form and shall field data on the pump nameplate, without referring any drawings. Pumps other than those specified will be accepted if they can be shown to be equal in efficiency to the specified units.
- Transfer pumps shall be 230voltage, with 155GPM and total dynamic head of 170ft.
- The system shall be protected by a thermal sensing and thermal purge system to protect all pumps from overheating. The thermal purge man

folding shall be separated from the main manifold and shall be stainless steel.

- Air bleed fittings/petcocks shall be provided at all system “high” points.
- The pump in the system shall be sequenced on and off for energy savings, to provide varying flows on demand while maintaining constant discharge pressure. Current or pressure sequencing shall not be allowed as primary sequencing devices. This device shall include necessary pumps sequencing switches and shall be so constructed as to select the smallest pump horsepower combination to satisfy all conditions of system flow demand. The flow sensing device shall be readily field adjustable from single location, and shall be complete with the visual flow indicator. Removal of the flow device from the flow path shall not be required for adjustment and physical modification to the devices within the flow path shall not be permitted.
- To provide for full assurance of the system load satisfaction, the system shall be complete with a pressure monitoring, redundant, sequencing system completely separate from the primary sequencing device. This system shall be so designed that failure of any reason in the primary sequencing function and the resultant drop in system pressure are monitored and used to start pumps in the sequence until required pressure is met.
- The entire unit shall be factory assembled, wired and tested with a complete Electrical, Hydrostatic and performance test. It shall be cleaned and painted with high-grade machinery enamel prior to shipment.

#### 24.3.10 TRAPS

- Unless otherwise specified, traps shall be plastic per ASTM F 409. Traps shall be with a clean-out. Provide traps with removable access panels for easy clean-out at sink and lavatories. Inlets shall have rubber washer and copper alloy nuts for slip joints above the discharge level. Swivel joints shall be below the discharge level and shall be metal-to-metal or metal-to-plastic type as required for the application. Nuts shall have flats for wrench grip. Outlets shall have internal pipe thread, except that when required for the application, the outlets shall have sockets for solder-joint connections. The depth of the water seal shall not less than 50mm. the interior diameter shall be not more than 3.2mm over or under the nominal size, and interior surfaces shall be reasonable smooth throughout. A copper alloy “P” trap assembly consisting of an adjustable “P” trap and threaded trap wall nipple with cast brass wall flange shall be provided for lavatories. The assembly shall be standard manufactured unit and may have a rubber-gasketed swivel joint.

## 24.4 EXECUTION

- 24.4.1 Installation: Installation of plumbing system including equipment, materials, and workmanship shall be in accordance with the IAPMO Uniform Plumbing Code and Philippine National Plumbing Code except as modified herein.
- 24.4.2 Threaded Connections: Jointing compound for pipe threads shall be polytetrafluoroethylene (PTFE) pipe thread tape, pipe cement and oil, or PTFE powder and oil; apply only on male threads. Provide exposed ferrous pipe threads with one coat of primer applied to a minimum dry film thickness of 1.0 mil.
- 24.4.3 Solder End Valves: Remove stems and washers and other item subject to damage by heat during installation. Reassemble valve after soldering is completed. Valves without heat sensitive parts do not require disassembly but shall be opened at least two turns during soldering.
- 24.4.4 Pipe Supports (Hangers): provide additional supports at the concentrated loads in piping between supports such as flanged valves.
- 24.4.5 Maximum Spacing between Supports:
- Vertical Piping: Support metal piping at each floor, but at not more than 3.0 meters intervals. Support plastic at each floor and midpoint between floors, but at not more than 1.5 meters interval.
  - Horizontal Piping: Support plastic piping at 1.20 meters intervals, except for pipe exceeding 1.50 meter length. Provide supports at intervals equal to the pipe length but not exceeding 3.0 meter.
- 24.4.6 DISINFECTION: Disinfect the new water piping in accordance with AWWA C651. Fill the piping system with solution containing minimum of 50 parts per million of available chlorine and allow solution to stand for minimum of 24 hours. Flush the solution from the system with clean water until maximum residual chlorine content is not greater than 0.2-0.5 parts per million (ppm).
- 24.4.7 FIELD TESTING AND FLUSHING: Before final acceptance of the work, test each system as in service to demonstrate compliance with the contract requirements. Perform the following tests in addition to the tests specified in the IAPMO uniform Plumbing Code, and Philippine National Plumbing Code, except as modified herein. Correct all defects in the work provided by the contractor, and repeat the tests until the work is in compliance with contract requirements. Furnish water, electricity, instrument, connecting devices, and personnel for the tests.

24.4.8 DOMESTIC WATER PIPING: Hydrostatically test each piping system at not less than 10.50kg/cm sq (150psig) with no leakage or reduction in gage pressure for 2 hours. Flush piping with potable water. Testing will be done by sectioning the piping installation during construction period.

## 25 PLUMBING FIXTURES

25.1 All plumbing works included herein shall be executed according to the provisions of the National Plumbing Code, National Building Code and the Rules and Regulations of the City of Batangas.

25.2 All materials to be used shall be new and shall conform to the Reference Code and Standards. Use of materials shall further be governed by other requirements, imposed on other section of these specifications. Materials shall be subject to test necessary for their fitness if so required.

25.3 The Contractor shall furnish all materials, labor and equipment necessary for the installation of all plumbing fixtures and accessories.

25.4 All materials and equipment to be installed shall be of approved quality and should be presented to BatStateU/Representative Architect/Engineer for approval prior to installation.

25.5 It includes the provision of :

- A. Water Closets with complete fittings and accessories;
- B. Lavatory under counter type with complete fittings, faucets and accessories;
- C. Lavatory, wall hung with complete accessories, faucets and fittings;
- D. Wall hung urinals with complete fittings and accessories;
- E. Shower;
- F. Soap Holder;
- G. Stainless steel Tissue Holder;
- H. 4" x 4" Stainless floor drain for all required area;
- I. Stainless kitchen sink complete with fittings and faucet ;
- J. Drinking Fountain;
- K. Stainless Steel Bidet Faucet;
- L. Liquid Dispenser with complete accessories;
- M. Automatic Hand dryer;
- N. Phenolic doors 0.60m x 1.60m complete with accessories;
- O. Phenolic wall
- P. Phenolic modesty board 0.40m x 0.90m
- Q. Phenolic ledge 0.20m x 1.00m
- R. Mirror with 1/4" thk. glass with backing (Class A).

25.6 For spa;

- A. 2 sets Bathtub
- B. 1/2" thick Tempered Frosted Glass complete with accessories

- C. Lavatory (Vessel Type) with fittings
- D. Automatic Hand Dryer
- E. 4 x 4 Stainless Floor Drain
- F. Class 'A" Mirror

25.7 Provide samples for Owner's approval.

## **26 DEEP WELL**

- 26.1 Supply and delivery of well guide casing PVC schedule 40; pipe 8" x 50ft.
- 26.2 Supply and deliver of well guide casing BI Pipe schedule 40; 6" in 120ft depth.
- 26.3 Supply and delivery of well guide casing GI pipe schedule 40; 4" in 40ft depth.
- 26.4 Supply and delivery of riser GI pipe schedule 40; 2" in 80ft depth.
- 26.5 Labor includes mobilization, equipment set up & demobilization; well drilling of 7-8in. diameter x 20ft. borehole for 6in. diameter slotting of pipe including acetylene & oxygen; installation of well casing and well testing and developing for at least 12 hrs.

## **27 LANDSCAPING WORKS INCLUDING ARTIFICIAL FALLS**

- 27.1 This item includes all landscaping works and fountain that is specified in the Site-Development plan and the landscape with artificial falls on rock-shaped mural at second floor.
- 27.2 Use garden soil in all kinds of plants found in the planters in the building.

## **28 HAULING OF WASTES & DEMOLISHED MATERIALS**

This item includes housekeeping and cleaning / removal of excess and unnecessary materials.

## **SCOPE OF WORK**

### **1.0 INTRODUCTION**

The University provides excellent services, quality facilities, and globally competent programs, all of which contribute to the growth of the campus community.

In BatStateU Main I, an existing unfinished 2-storey structure will be completed to serve as Student Services Center Building. The aim of the university is to have a building that will be occupied as the administrative center of the university. From the Office of the President and Vice-Presidents to the offices for the different Directors and Heads, the building will be a one-stop resource located in the heart of campus. With convenient access to several offices, staff, employees, students and visitors can complete a range of services by visiting only one location.

The building will also serve as a resource center for departments offering credential programs. It will provide student accessibility to accurate information on admissions and credential requirements, assist faculty and departments in advisement, and monitor student progress.

The University acknowledges its need to emphasize the convenience it could offer not only its students but also every individual in need of their service; hence, the proposal for the Completion of Student Services Center Building II in BatStateU Main I.

Prior to construction, the structural stability of the existing 2-storey core structure was sought. The structural investigation and physical observation conducted resulted to propose Retrofitting Works as remedial measures for the affected structural members of the existing building in order to restore the same to its normal condition safe for the purpose.

Retrofitting works was awarded to EC Structural Composites, Inc. with contract duration of one hundred twenty (120) calendar days. It was started on October 24, 2014 and is scheduled to be completed on February 20, 2015.

Construction works phase I was awarded to SCDI with contract duration of Six Hundred (600) Calendar days. It was started on December 06, 2015 and is scheduled to be completed on July 22, 2017.

## **2.0 DESCRIPTION OF THE EXISTING BUILDING**

The existing Two (2) Storey Building is an unfinished structure of a proposed Five (5) Storey building. The constructed portion of the building was the whole second floor, the right wing and the rear middle area of the third floor. The existing structure was made of reinforced concrete consisted of floor slabs on post tensioned beams and supported by columns and shear walls. Due to unfinished construction at the third floor level, some rebars and tendons of the beams including the columns reinforcement were exposed to weather. Dual Moment-resisting frame was considered as structural framing system of the building wherein combined framed beams-columns and shear walls primarily resist the forces due to combine gravity plus the lateral loads. Isolated and combined footings with tie beams were used for the foundation of the building.

## **3.0 SCOPE OVERVIEW**

The Scope of Work includes but is not limited to the construction of Phase II of the Proposed Five-Storey Student Services Center Building II located at BatStateU Main Campus I with a total floor area of eleven thousand two hundred fifteen square meters (11,215.00 m<sup>2</sup>).

## **4.0 DESCRIPTION OF THE FACILITY**

4.1 The proposed Student Services Center Building II is a five (5) storey building that shall house:

### **I. GROUND FLOOR**

1. Office of VP for Finance & Resource Generation

2. Budget office
3. Finance office
4. Scholarship office
5. Accounting office
6. Cashier's office
7. Registrar's office
8. Testing and Admission Office
9. Records Office
10. Electrical and Information Technology Room
11. ID Card Services Office
12. IACEPO
13. Waiting Area
14. One (1) Main Stair
15. One (1) Ramp
16. One (1) Main Entrance Lobby
17. One (1) Main Lobby
18. One (1) Information/Reception Area
19. Four (4) Common Stair
20. Four (4) Stockroom below Common Stairs
21. Two (2) Fire Stairs Exit
22. One (1) Electrical Room
23. One (1) Mechanical Room
24. Two (2) Elevator's Shaft
25. One (1) Elevator Lobby
26. Four (4) Female Public Toilet
27. Two (2) Male Public Toilet
28. Two (2) Male & PWD Public Toilet
29. One (1) Corridor / Hallway
30. One (1) Open Space for Outdoor Landscape (w/ electrical & plumbing works)

## **II. SECOND FLOOR**

1. Office of VP for Administration and External Affairs
2. Administration Services Office
3. Human Resources Management Office
4. Office of VP for Research and Extension
5. Bids and Awards Committee Office
6. General Services Office
7. Environmental Management Office
8. Extension Services Office
9. Research and Extension Office
10. Research and Extension Display Center
11. Research & Development Center
12. Research Management Services Office
13. Entrepreneurial & Business and Educ. Math & Social Science
14. Research Management and Information and Publication
15. Analytical Laboratory and Data Processing
16. Agriculture and Natural Science Research Center & Environment and Biodiversity
17. Architecture, Engineering & Technology Research Center and IPMTAC

18. Two (2) Gallery Area
19. One (1) Main Stair
20. One (1) Main Lobby
21. One (1) Information / Reception Area
22. Four (4) Female Public Toilet
23. Two (4) Male Public Toilet
24. Four (4) Common Stairs
25. Two (2) Fire Stairs Exit
26. One (1) Electrical Room
27. One (1) Mechanical Room
28. Two (2) Elevator Shaft
29. One (1) Elevator Lobby
30. One (1) Electrical & Information Technology Room
31. One (1) Corridor / Hallway
32. Two (2) Open Spaces for Indoor Landscape with Artificial Falls (w/ electrical & plumbing works)

### **III. THIRD FLOOR**

1. Project Management Office
2. National Service and Training Program Office
3. Office of Student Affairs Services
4. Concessions
5. Executive Lounge
6. Internal Assessment Office
7. University Professor's Office
8. Electrical and Information Technology Room
9. Office of VPAA
10. ICT Office
11. Two (2) Elevator Shaft
12. One (1) Electrical Room
13. One (1) Mechanical Room
14. One (1) Gallery / Exhibit Area
15. One (1) Reception
16. Four (4) Common Stair
17. One (1) Main Stair
18. Two (2) Fire Stairs Exit
19. Five (5) Female Public Toilet
20. Five (5) Male Public Toilet

### **IV. FOURTH FLOOR**

1. President's Office
2. Internal Audit Office
3. Planning Office
4. Legal Office
5. Two (2) Storage Room
6. Public Relations Office



7. Commission on Audit Office
8. Office of Executive Director for Alangilan Campus
9. Office of Executive Director for Rosario and San Juan Campus
10. Office of Executive Director for Lobo and Main Campus
11. Office of Executive Director for Lipa and Malvar Campus
12. Office of Executive Director for Nasugbu, Balayan and Lemery Campus
13. Dining Room (Executive Directors)
14. One (1) Storage Room
15. Three (3) Female Public Toilet
16. Three (3) Male Public Toilet
17. Two (2) Fire Stairs Exit
18. Three (3) Common Stairs
19. One (1) Electrical Room
20. One (1) Mechanical Room
21. Two (2) Elevator Shaft
22. One (1) Elevator Lobby
23. One (1) Main Stairs
24. One (1) Main Lounge
25. One (1) Information / Reception Area
26. One (1) Corridor / Hallway

#### **V. FIFTH FLOOR**

1. Open Space with electrical, fire detection alarm system, telephone layout, plumbing and mechanical rough-in, fire protection system and masonry works for future offices, multi-purpose hall, utility room and restroom.
2. Two (2) Elevator Shaft
3. One (1) Electrical Room
4. Seminar Rooms (4)
5. Multi-purpose Hall
6. Spa
7. Gym
8. Storage & Kitchen
9. Café Area
10. Office
11. Four (4) Common Stairs
12. One (1) Main Stair
13. Two (2) Fire Stairs Exit
14. Three (3) Water Tanks
15. Landscape

4.2 The other facilities included in the project are:

- 4.2.1 Fire Detection Alarm System
- 4.2.2 Fire Protection System
- 4.2.3 Two (2) - Conveyor System with Five (5) Flights
- 4.2.4 Telephone communication system

4.3 The building construction in general will be reinforced concrete framed structure with combination of concrete hollow blocks (CHB) and dry wall partitions as walls;

## 5.0 DURATION

The Contract duration is for a period up to one hundred fifty (150) calendar days.

## 6.0 SCOPE OF WORK

The Scope of Work shall include the following but not limited to:

Item No.	Description	% of Total	Unit	Quantity
1	MOBILIZATION/DEMOBILIZATION	0.15	lot	1.00
2	CONSTRUCTION SAFETY AND HEALTH PROGRAM	0.11	lot	1.00
3	PROJECT PHOTOGRAPHS	0.01	lot	1.00
4	PROJECT BILLBOARDS	0.02	pcs	2.00
5	TEMPORARY FACILITIES/FIELD OFFICE	0.11	lot	1.00
6	FORMS AND SCAFFOLDINGS	0.83	sq.m.	2,243.00
7	MASONRY WORKS	9.55	sq.m.	4,939.79
8	PLASTERING WORKS	2.84	sq.m.	5,382.68
9	METAL ROOFING WORKS @ 5th floor cafe area	0.23	lot	1.00
10	ARCHITECTURAL DOORS & WINDOWS	4.89	lot	1.00
11	ALUMINUM & GLASS WORKS	0.49	sq.m.	45.98
12	STAINLESS STEEL RAILING WORKS	3.71	lot	1.00
13	CARPENTRY WORKS	10.68	sq.m.	6,643.26
14	PAINING WORKS AND LAMINATED SHEETS	1.83	sq.m.	2,421.00

15	BUILDING NAME, MARKER AND STAINLESS STEEL SIGNAGES	0.38	lot	1.00
16	GRANITE & TILEWORKS	6.33	lot	1.00
17	WATERPROOFING WORKS	0.06	sq.m.	70.00
18	AIR-CONDITIONING AND VENTILATION WORKS	8.91	lot	1.00
19	FIRE PROTECTION WORKS	10.31	lot	1.00
20	ELECTRICAL WORKS	11.61	lot	1.00
21	FIRE DETECTION AND ALARM SYSTEM	0.58	lot	1.00
22	CISTERN	2.23	cu.m.	120.00
23	FIRE PUMP HOUSE	0.44	lot	1.00
24	PLUMBING WORKS	10.43	lot	1.00
25	PLUMBING FIXTURES	6.45	lot	1.00
26	DEEP WEEL	1.62	lot	1.00
27	LANDSCAPING WORKS INCLUDING ARTIFICIAL FALLS	5.06	lot	1.00
28	HAULING OF WASTES & DEMOLISHED MATERIALS	0.15	lot	1.00
<b>CONSTRUCTION PHASE II TOTAL</b>		<b>100.0</b>		

## 7.0 CONSTRUCTION

The Contractor shall carry out all the Construction works including the following but not limited to:

### 1. MOBILIZATION / DEMOBILIZATION :

1.1 Mobilization shall include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the site and other necessary general facilities for the Contractor's operations at the site; premiums paid for performance and payment bonds, including co-insurance and re-insurance agreements as applicable;

1.2 Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal and site cleanup of temporary offices and other facilities assembled on the site specifically for this contract;

2. **CONSTRUCTION SAFETY AND HEALTH PROGRAM** : It includes provision of safety gadgets (belt, goggles, hard hat, working uniform and safety shoes) for all workers on the hard hat area;

3. **PROJECT PHOTOGRAPHS** : Monthly accomplishment report shall be submitted to BatStateU complete with pictures of on-going project;

4. **PROJECT BILLBOARDS** : The two (2) Project billboards shall be strategically placed within the site vicinity; *(As provided on the General Guidelines and Legal Mandates of the Commission on Audit to promote good governance through transparency and accountability, notifications to the public and other forms of announcement and/or publicity for or otherwise relating to the Projects/Programs/Activities (PPA) shall be made at the least possible cost.) Hence, for infrastructure projects, two (2) tarpaulin signboards must be suitably framed for outdoor display at the project location, and shall be posted as the award has been made. The design and format of the tarpaulin shall have the following specifications:*  
*Tarpaulin, white, 8ft x 8ft*  
*Resolution: 70 dpi*  
*Font: Helvetica*  
*Font Size: Main Information – 3”*  
*Sub-Information -1”*  
*Font Color: Black*
5. **TEMPORARY FACILITIES / FIELD OFFICE** :
  - 5.1 The construction of temporary facilities / field office;
  - 5.2 The Contractor shall be responsible for site preparation and installation of temporary fencing to secure work area, as well as necessary gates and access control system to the satisfaction of BatStateU;
6. **FORMS & SCAFFOLDINGS:** Erection of forms and scaffoldings.
7. **MASONRY WORKS**
  - 7.1 Masonry works include the laying of Concrete Hollow Blocks of Non load bearing type with even texture and well-defined edges, with a minimum compressive strength of 350 psi.
  - 7.2 Use Concrete Hollow Blocks for all interior and exterior walls as specified on the approved plans and drawings. Masonry walls shall be provided with 10mm diameter reinforcing steel bars as specified on details.
  - 7.3 Use wood planks for stage flooring.
8. **PLASTERING WORKS:** Masonry wall finishes shall be smooth plaster finish.
9. **METAL ROOFING WORKS @ 5<sup>th</sup> floor café area**
  - 9.1 The Metal Roofing works include provision and installation of all roofing materials required by the project and as shown on plans to be approved by BatStateU;
  - 9.2 All steel members shall be protected against corrosion using epoxy primer, epoxy reducer & epoxy enamel.
10. **ARCHITECTURAL DOORS & WINDOWS:** The Contractor shall provide all doors and windows as specified in the drawing plans and specifications.
11. **ALUMINUM & GLASS WORKS:** Provision of aluminum and glass works as shown in the plans and specifications.

12. **STAINLESS STEEL RAILING WORKS:** Provision of stainless steel railing as shown in the plans and specifications.
13. **CARPENTRY WORKS**
- 13.1 The work includes the furnishing of materials, tools and equipment, methods and labor necessary to complete all carpentry work requirements.
  - 13.2 Carpentry works includes construction of drywall partitions, pantry cabinets and registrar's counter, 3<sup>rd</sup> floor interior ceilings, 5<sup>th</sup> floor interior and exterior ceilings and spa ceiling.
  - 13.3 Supply and installation of Accordion Doors for Seminar Rooms as specified in the drawing plans and specifications.
14. **PAINTING WORKS AND LAMINATED SHEETS:** Painting works for all interior and exterior walls and ceilings for third and fifth floor and all carpentry works and installation of laminated sheets.
15. **BUILDING NAME, MARKER & STAINLESS STEEL SIGNAGES:** Fabrication of Stainless Steel BatStateU Marker, Stainless Steel Letters **STUDENT SERVICES CENTER II**, Stainless Steel Signage's for room names, see specifications.
16. **GRANITE AND TILEWORKS**
- 16.1 Tile works include the provision of all necessary fixtures and facilities required by the project and as shown on plans to be approved by the Owner or authorized representative/engineer/architect.
  - 16.2 Tiling of all 3<sup>rd</sup> and 5<sup>th</sup> floors, elevator lobby entrance (façade) @ all floors, public restrooms, office restrooms, stairs, hallways/corridors, main entrance, fire exit steps, spa and pergola (5<sup>th</sup> floor Café area, rear hallway near spa and restroom). See plans, details and specification.
  - 16.3 Supply and installation of granite slab for restroom counters and office counters (Scholarship's Office, Accounting, Cashier's, TAO, IACEPO, ID Card Services). See plans, details and specifications.
17. **WATERPROOFING WORKS:** Waterproofing shall be used on all finished restrooms and fifth floor areas as per plans and details.
18. **AIR-CONDITIONING AND VENTILATION WORKS**
- 18.1 All materials to be used for air conditioning and ventilation works shall be new and shall conform to the Reference Code and Standards. Use of materials shall further be governed by other requirements, imposed on the specifications. Materials shall be subject to necessary tests for their fitness if so required.
  - 18.2 Supply and installation of all air conditioning and ventilation units and accessories or materials needed for the completion of the system are covered by the air conditioning and ventilation works.
  - 18.3 Air conditioning and ventilation units to be installed shall be approved by the Owner/Representative prior to installation. Approval of units may be done through submission of original catalogues of the air conditioning and ventilation units (catalogues from the manufacturer/s). The physical presentation of units for approval shall be complied whenever requested by the consultant. All these shall be done prior to installation.

- 18.4 Air Conditioning and Ventilation Works include but is not limited to supply and installation of inverter split type, hi-wall mounted, suspended ceiling, and cassette type air conditioning unit sets and ceiling mounted exhaust fans for the areas defined within the plans.
- 18.5 Testing and commissioning of the air conditioning and ventilation works shall be performed with the presence of the owner or representative, prior to turn-over. Testing and commissioning works for air conditioning system includes provision and preparation of all equipment necessary to conduct the said testing. Report of testing and commissioning, together with the operational manuals and accessories (such as remote controller/s) of the installed and tested units shall be submitted to the owner or representative.
- 18.6 Repair and/or maintenance works are included in the scope for air conditioning and ventilation works if ever and/or whenever failure/s of the system within the period of one (1) year from turn-over and acceptance would be encountered.

## **19. FIRE PROTECTION WORKS**

- 19.1 Covered by the fire protection works are the provision, installation, testing and commissioning of automatic sprinkler system with fire hose cabinets and accessories, and fire pump house with the appropriate pumps as specified and defined in the specification of works.
- 19.2 The pumps shall be arranged and connected such that the diesel-engine-driven fire pump will automatically start whenever power shortage or interruption (thus, making the use of the electric fire pump impossible) takes place while the service of the fire pump for the fire protection system is needed.
- 19.3 All steel members shall be in accordance with the approved plans and their Specifications, and to the entire satisfaction of owner; Use schedule 40 Black Iron Pipes and BI fittings for the entire sprinkler system.
- 19.4 Fire protection works include the provision and installation of the entire fire protection system; painting works of the pipelines and; provision of other units necessary for the completion of the system. Fabrication and installation of appropriate supports and hangers are also included in the scope of fire protection works.
- 19.5 Testing and commissioning of the fire protection system including the fire pumps and their accessories are also covered within the fire protection works. Testing and commissioning works for the entire fire protection system includes provision and preparation of all equipment necessary to conduct the said testing. Testing and commissioning report shall be provided to the owner or representative. Owner or representative shall be present during testing and commissioning.
- 19.6 Prior to turn-over, a user manual shall be properly provided to the owner or representative, for operation and maintenance purposes.
- 19.7 Repair and/or maintenance works are included in the scope for fire protection works whenever failure of the system within the period of one (1) year from turn-over would be encountered.

## **20. ELECTRICAL WORKS**

- 20.1 All Electrical works shall provide all materials and equipment and perform all the work necessary for the complete execution of the electrical systems shown on the electrical plans with reference to the general construction drawings as

herein specified, or both except as otherwise excluding the generality of the foregoing, shall include but not limited to the following principal items of work.

- 20.2 Supply and Installation of Panel Boards as detailed in drawing (with existing main distribution lighting and power panel boards located at electrical room @ ground floor).
- 20.3 Supply and installation of sub-feeder cables as detailed in electrical plans.
- 20.4 Supply and installation of complete lighting systems (lighting fixtures with complete supports, switches, emergency lights and fire exit signs) as shown on the electrical plans.
- 20.5 Supply and installation of wiring devices and accessories.
- 20.6 Supply and installation of complete power systems (receptacles, disconnect switches, panels and circuit breaker) as shown on the electrical plans.
- 20.7 Supply and installation of complete power and control wiring to various mechanical (ACUs & motors) and sanitary equipment (hand drier and exhaust fan) unless otherwise specified.
- 20.8 Supply and installation of complete telephone/data communication system as shown in the plans.
- 20.9 Supply and installation of complete fire alarm system as shown in the electrical plans (with existing fire alarm control panel located at ground floor.
- 20.10 Supply and installation of complete grounding system as shown in the electrical plans.
- 20.11 Rough in of  $\mu$ PVC and cable for 3<sup>rd</sup> Floor and 5<sup>th</sup> Floor of Public address system and CCTV system as shown in electrical plan.
- 20.12 Termination of all electrical system.
- 20.13 Conduct complete Electrical Commissioning, Testing (Insulation Resistance Testing, provide Site Acceptance Test for lighting, FDAS,. Conduct and record insulation resistance testing for each cable by use of megger tester for the main supply feeder cables and branch feeders to panel boards. Testing to be witnessed TWG for electrical or his representative. Submit updated calibration certificate of all the testing apparatus to be used. Test result record in tabulated form includes date and time of testing, type of megger tester used, who tested and witnessed and shall be accepted or corrected then accepted by the owner's consultant or his duly representative.
- 20.14 If anything has been omitted for any items of work or materials usually furnished, which are necessary for the completion of the entire work as outlined herein before, then such items must be and hereby included in this Section of work.

## **21. FIRE DETECTION AND ALARM SYSTEM**

- 21.1 Supply and installation of complete fire alarm system as shown in the electrical plans.
- 21.2 Conduct complete Electrical Commissioning and Testing. Testing to be witnessed TWG for electrical or his representative. Test result record in tabulated form includes date and time of testing and shall be accepted or corrected then accepted by the owner's consultant or his duly representative.

22. **CISTERN:** The Contractor shall supply all the materials, labor and equipment necessary for the complete construction of the Cistern tank.

23. **FIRE-PUMP HOUSE:** The Contractor shall supply all materials, labor and equipment for the construction of the fire pump house.

**24. PLUMBING WORKS**

- 24.1 All plumbing works included herein shall be executed according to the provisions of the National Plumbing Code, National Building Code and the Rules and Regulations of the Batangas City;
- 24.2 The drawings are not intended to show every pipes, fittings, valves and appliances. All such item whether specifically mentioned or not, or indicated on the drawings shall be finished and installed if necessary to complete the system in accordance with the best practice of the Plumbing Trade and to the satisfaction of the Owner/Representative;
- 24.3 All materials to be used shall be new and shall conform to the Reference Code and Standards. Use of materials shall further be governed by other requirements, imposed on other section of these specifications. Materials shall be subject to test necessary for their fitness if so required;
- 24.4 The Contractor shall furnish all materials, labor and equipment necessary for the installation of all water lines, fixtures and accessories;
- 24.5 All works must communicate to the Owner/Representative before commencement;
- 24.6 **SYSTEM DESCRIPTION:** Provide new plumbing systems, complete and ready for operation. Plumbing systems including manufacturer's products shall be in accordance with the required and advisory of the IAPMO Uniform Plumbing Code and Philippine National Plumbing Code. Plumbing systems include piping less than 1.50meters outside of the building;
- 24.7 Supply and installation of one (1) – 12,880 liters capacity and two (2) 5,951 liters capacity stainless steel water tank of approved brand;
- 24.8 Supply and installation of two (2) units of 10 HP transfer pump from cistern tank to water tank with total dynamic head of 170ft; with actual calculated flow of 155 GPM;
- 24.9 Supply and installation of two (6) units of 7.51 HP booster pump for each overhead stainless steel water tank.

**25. PLUMBING FIXTURES**

- 25.1 Installation of Phenolic doors with complete accessories, see plans and specification.
- 25.2 Provisions of all necessary fixtures and facilities required by the project to be approved by the BatStateU or authorized representative architect/engineer.
- 25.3 Provide samples for Owner's approval.

**26. DEEP WELL**

- 26.1 Labor includes mobilization, equipment set-up and demobilization, well drilling, slotting of pipe, installation of well casing and well testing with developing for at least 12 hrs.
- 26.2 The Contractor shall submit to the Owner the specifications of all pumps, engines and other accessories for approval prior to installation;

**27. LANDSCAPING WORKS INCLUDING ARTIFICIAL FALLS :** This item includes all landscaping works that is specified in the Site-Development plan and the



landscape with artificial falls at second floor. (Subject for modification and re-arrangement.)

28. **HAULING OF WASTES & DEMOLISHED MATERIALS:** Hauling of waste and demolished materials and includes cleaning of all the excess and unnecessary materials.

## 8.0 CONTRACTOR'S SCHEDULE & PROGRESS REPORTING

- a) **Progress Reporting.** Throughout the Contract duration, the Contractor shall be responsible for taking detailed and accurate measurements of the actual progress of all aspects of the works.
- b) **Monthly Progress Report.** The Contractor shall maintain a Master Project Schedule to summarize the status of the work; work in progress and the percentage completed. This summary report shall be updated and issued at the end of each month.
- c) Contractor shall submit during the entire duration of the contract within five (5) days from the end of the preceding month, a monthly progress report under cover of a transmittal sheet and shall include as a minimum the following:
- Management/Executive Report (Narrative)
  - Construction Progress
  - Forecast for the next one month
  - Manpower (Management and Workforce)
  - Areas of Concern
  - Photographic Report
- d) **Meetings.** Contractor Key Personnel shall meet with BatStateU representative upon request of BatStateU to discuss matters related to the project. Contractor shall arrange to record the minutes of meeting and submit for BatStateU approval.
- e) **Kick Off Meeting.** Immediately after the Notice to Proceed, a Kick off meeting shall be held between BatStateU and Contractor. The initial Kick off meeting and recorded Minutes shall form the basis of the Project action plan and set such requirements as Safety and Constructability Reviews. It shall also be used to introduce BatStateU and Contractor representatives associated with aspects of the work. The objectives of the kick-off meeting are as follows:
- Introduction all of BatStateU's and Contractor's Project Management Team, Engineering and Construction team personnel;
  - Convey and promote shared commitment of project expectations;
  - Review and establish understanding of Project Work Scope;
  - Review overall project schedule;
  - Establish project meetings requirements and frequency of meetings; and
  - Establish reporting requirements and frequency of reports.
- f) **Minimum Mobilization of Key Personnel**
- Project Manager: full time from Contract award up to completion of Works, to be mobilized on site during the construction phase;
  - Site/Construction Engineer: full time from initiation of site mobilization activities up to provisional acceptance of the works

- g) Testing Work.** The testing work will include all tests and checks on:
- All concrete mixtures poured on footings, columns, beams, shear walls, slabs and required tests on structural steel members and reinforcing bars;
  - Flushing and cleaning of water lines & piping works;
  - Testing the effectiveness and workability of electrical lines and water & sewer lines;
  - House cleaning of the work area in preparation of hand over to BatStateU;
  - Testing of Elevator and Water Pumps
- h) Commissioning punch list.** This shall be established for the purpose of recording all discrepancies, damaged or missing materials, malfunctions, missing documents and any deviation from the design drawings and specifications or normal operating conditions. All punch list items must be cleared from the system list prior to project turn over.

### **9.0 CONTRACTOR'S UTILITIES CONSUMPTION:**

The Contractor shall pay their electric and water consumption bills. Sub meters shall be installed at the expense of the Contractor to determine their actual consumption.

### **10.0 CONFLICT IN REFERENCE DOCUMENTS**

In the case of any conflict between the technical requirement and specifications of this contract and the reference documents, or among the reference documents, the order of precedence is:

- 1) Scope of Work
- 2) Basic Engineering Drawings
- 3) Technical Specifications
- 4) National Standards for Building Construction
- 5) International Codes and Standards
- 6) National Building Code of the Philippines

The Contractor shall notify any discrepancy found in the documentation to BatStateU in writing for clarification. BatStateU will respond to such request in writing.

## *Section VIII. Bill of Quantities*

### **Notes on the Bill of Quantities**

#### **Objectives**

The objectives of the Bill of Quantities are:

- (a) to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

#### **Daywork Schedule**

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- (a) A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- (b) Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

#### **Provisional Sums**

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors (refer to **GCC** Clause 8) should be indicated in the relevant part of the

Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

**Signature Box**

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

**CONTENTS**

Item No.	Description	% of Total	Unit	Quantity
1	MOBILIZATION/DEMobilIZATION	0.15	lot	1.00
2	CONSTRUCTION SAFETY AND HEALTH PROGRAM	0.11	lot	1.00
3	PROJECT PHOTOGRAPHS	0.01	lot	1.00
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28	HAULING OF WASTES & DEMOLISHED MATERIALS	0.15	lot	1.00
<b>CONSTRUCTION PHASE II TOTAL</b>		<b>100.0</b>		

*Section IX. Bidding Forms*

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## Bid Form

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

IB<sup>6</sup> N<sup>o</sup>: \_\_\_\_\_

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

Address: *[insert address]*

We, the undersigned, declare that:

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

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

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

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

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<sup>6</sup> If ADB, JICA and WB funded projects, use IFB.

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

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

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

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

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

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



## Form of Contract Agreement

---

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

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

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

Binding Signature of Procuring Entity

\_\_\_\_\_

Binding Signature of Contractor

\_\_\_\_\_

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

## Omnibus Sworn Statement

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

### AFFIDAVIT

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

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

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

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

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

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

*If a partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

*If a sole proprietorship:* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a partnership or cooperative:* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a corporation or joint venture:* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

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

## Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_ ) S.S.

X-----X

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

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

I/We, the undersigned, declare that:

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

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

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

Affiant

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

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

**NAME OF NOTARY PUBLIC**

**Serial No. of Commission** \_\_\_\_\_  
**Notary Public for** \_\_\_\_\_ **until** \_\_\_\_\_  
**Roll of Attorneys No.** \_\_\_\_\_  
**PTR No.** \_\_, [date issued], [place issued]  
**IBP No.** \_\_, [date issued], [place issued]  
**Doc. No.** \_\_\_\_  
**Page No.** \_\_\_\_  
**Book No.** \_\_\_\_  
**Series of** \_\_\_\_\_.

**List 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		Value of Outstanding Works
			Description	%		Planned	Actual	
Government								
Private								
							Total Cost	

**NOTE: This statement shall be supported with:**

- 1 Notice of Award and/or Contract
2. Notice to Proceed issued by the owner
- 3 Certificate of Accomplishments signed by the owner or Project Engineer

Submitted by : \_\_\_\_\_  
**(Printed Name & Signature**  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

*One of the technical documents required to be in the Eligibility Envelope of a prospective bidder is a list of all its on-going, completed, and awarded but not yet started contracts.*



**Statement of Single Largest Government or Private Contracts completed which is similar in nature**

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		Value of Outstanding Works
			Description	%		Planned	Actual	
						Total Cost		

- NOTE: This statement shall be supported with:**
- 1 Contract
  2. CPES rating sheets and/or Certificate of Completion
  - 3 Certificate of Acceptance

Submitted by : \_\_\_\_\_  
**(Printed Name & Signature**  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

*One of the technical documents required to be in the Eligibility Envelope of a prospective bidder is a list of all contracts which are similar in nature and complexity to the contract to be bid. This statement will show that the value of the prospective bidder's largest single completed contract, adjusted to current prices using the National Statistics Office (NSO) consumer price indices available at the G-EPS website, and similar to the contract to be bid, must be at least fifty percent (50%) of the approved budget for the contract to be bid.*

### NET FINANCIAL CONTRACTING CAPACITY

- A. Summary of the Applicant Firm's/Contractor's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Total Net Worth (1-3)	
6.	Current Net Worth or Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed 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 to be bid.

NFCC = P \_\_\_\_\_

The value of bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

\_\_\_\_\_  
Name of Firm / Contractor

\_\_\_\_\_  
Signature of Authorized Representative

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

**NOTE:**

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

### FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated (Date) for the (Name of Contract) (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We (Name of Bank) of (Name of Country) having our registered office at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto (Name of Procuring Entity) (hereinafter called "the Entity") in the sum of (insert amount) for which payment well and truly to be made to the said Entity the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

THE CONDITIONS of this obligation are that:

- 1) if the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2) if the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
- 3) if the Bidder having been notified of the acceptance of his bid and award of contract to him by the Entity during the period of bid validity:
  - a) fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders, if required; or
  - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

we undertake to pay to the Entity up to the above amount upon receipt of his first written demand, without the Entity having to substantiate its demand, provided that in his demand the Entity will note that the amount claimed by it is due to the occurrence of any one or combination of the three (3) conditions stated above.

The Guarantee will remain in force up to and including the date \_\_\_\_\_ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE : \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_  
WITNESS : \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

*The bidder should insert the amount of the guarantee in words and figures, denominated in the currency of the Entity's country or an equivalent amount in a freely convertible currency. This figure should be the same as shown of the Instructions to Bidders. Usually 28 days after the end of the validity period of the Bid. Date should be inserted by the Entity before the bidding documents are issued.*

### **Contractor's Organizational Chart for the Contract**

Submit Copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to him. Indicate in the chart the names of the Project Manager, Project Engineer, Bridge Engineer, Structural Engineer, Materials and Quality Control Engineer, Foreman and other Key Engineering Personnel.

Attach the required Proposed Organizational Chart for the Contract as stated above

1. *This organization chart should represent the "Contractor's Organization" required for the Project, and not the organizational chart of the entire firm.*
2. *The Bidders shall comply with and submit sample form BatStateU Infra Form No. 9 for each of such key personnel.*
3. *Each such nominated engineer/key personnel shall comply with and submit sample forms BatStateU Infra Form No. 11 and BatStateU Infra Form No. 12.*
4. *All these are required to be in the Technical Envelope of the Bidder.*

## Contractor's Letter-Certificate to Procuring Entity

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

Name of the Head of the Procuring Entity  
Position of the Head of the Procuring Entity  
Name of the Procuring Entity  
Address of the Procuring Entity

Dear Sir / Madame:

Supplementing our Organizational Chart for the Contract, we have the honor to submit herewith, and to certify as true and correct, the following pertinent information:

1. That I/we have engaged the services of  (Name of Employee) , to be the  (Designation)  of the  (Name of Contract) , who is a  (Profession)  with Professional License Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ and who has performed the duties in the construction of the Contracts enumerated in the duly filled Form \_\_\_\_.
2. The said Engineer shall be designated by us as our  (Designation)  to personally perform the duties of the said position in the above-mentioned Project, if and when the same is awarded in our favor.
3. That said Engineer shall employ the best care, skill and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, Special Provisions, and other provisions embodied in the proposed contract.
4. That said Engineer shall be personally present at the jobsite to supervise the phase of the construction work pertaining to this assignment as  (Designation) , all the time.
5. That, in order to guarantee that said Engineer shall perform his duties properly and be personally present in the Job Site, he is hereby required to secure a certificate of appearance for the Procuring Entity Engineer at the end of every month.

That, in the event that I/we elect or choose to replace said  (Designation)  with another Engineer, the Procuring Entity will be accordingly notified by us in writing at least twenty one (21) days before making the replacement. We will submit to the Procuring Entity, for prior approval, the name of the proposed new  (Designation) , his qualifications, experience, list of projects undertaken and other relevant information.

6. That any willful violation on my/our part of the herein conditions may prejudice my/our standing as a reliable contractor in future bidding of the Procuring Entity.

Very truly yours,

\_\_\_\_\_  
(Authorized Representative of Bidder)

CONCURRED IN:

\_\_\_\_\_  
(Name of Engineer)

\_\_\_\_\_  
(Address)

## Statement of Availability of Key Personnel

(Date of Issuance)

Name of the Head of the Procuring Entity

Name of the Procuring Entity

Address of the Procuring Entity

Attention : **Atty. Edgard E. Valdez**  
Chairman  
Bids and Awards Committee

Dear Sir / Madame:

In compliance with the requirements of the Batangas State University-Bids and Awards Committee for the bidding of the  (Name of the Contract) , we certify that  (Name of the Bidder)  has in its employ key personnel, such as project managers, project engineers and foremen, who may be engaged for the construction of the said contract.

Very truly yours,

(Name of Representative)

(Position)

(Name of Bidder)

**KEY PERSONNEL**

Give the detailed information of the following personnel who are scheduled to be assigned as full-time field staff for the project. Fill up a form for each person.

- Authorized Managing Officer / Representative
- Sustained Technical Employee

PERSONAL DATA	
Name	: _____
Date of Birth	: _____
Nationality	: _____
Education and Degrees	: _____
Specialty	: _____
Registration	: _____
Length of Service with the Firm	: _____
Years of Experience (from / to)	: _____

If **length of service in the firm** is less than ten (10) years, give name and length of service with previous employers for a ten (10)-year period (attached additional sheet/s), if necessary:

<u>Name and Address of Employer</u>	<u>Length of Service</u> year(s) from / to

**Experience:**

This should cover the past ten (10) years of experience. (Attached as many pages as necessary to show involvement of personnel in projects using the format below).

Experience Data	
Name of Project	: _____
Name and Address of Owner	: _____
Name and Address of the Owner’s Engineer (Consultant)	: _____
Indicate the Features of Project (Particulars of the project components and any other particular interest connected with the project)	: _____
Contract Amount Expressed in Philippine Currency	: _____
Position	: _____
Structures for which the employee was responsible	: _____
Assignment Period (from / to)	: _____

\_\_\_\_\_  
 Name and Signature of Employee

It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

\_\_\_\_\_  
 (Place and Date)

\_\_\_\_\_  
 (The Authorized Representative)

*One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor’s key personnel (viz., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel’s signed written commitment to work for the project once awarded the contract).*



### Key Personnel's Certificate of Employment

Issuance Date

Name of the Head of the Procuring Entity

Position of the Head of the Procuring Entity

Name of the Procuring Entity

Address of the Procuring Entity

Dear Sir / Madame:

I am (Name of Nominee) a Licensed        Engineer with Professional License No.                                  issued on (date of issuance) at (place of issuance).

I hereby certify that (Name of Bidder) has engaged my services as (Designation) for (Name of the Contract), if awarded to it.

As (Designation), I supervised the following completed projects similar to the contract under bidding):

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>COST</u>	<u>DATE COMPLETED</u>

At present, I am supervising the following projects:

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>COST</u>	<u>DATE COMPLETED</u>

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the (Name of the Procuring Entity) at least twenty one (21) days before the effective date of my separation.

As (Designation), I know I will have to stay in the job site all the time to supervise and manage the Contract works to the best of my ability, and aware that I am authorized to handle only one (1) contract at a time.

I do not allow the use of my name for the purpose of enabling the above-mentioned Contractor to qualify for the Contract without any firm commitment on my part to assume the post of (Designation) therefor, if the contract is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as (Designation) in any future (Name of the Procuring Entity) bidding or employment with any Contractor doing business with the (Name of the Procuring Entity).

\_\_\_\_\_  
(Signature of Engineer)

DRY SEAL

Republic of the Philippines     )  
\_\_\_\_\_                             )     S.S.

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ affiant exhibiting to me his Residence Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Notary Public  
Until December 31, 20\_\_

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of \_\_\_\_\_;

**Qualification of Key Personnel Proposed to be Assigned to the Contract**

Business Name :  
 Business Address :

	Project Manager / Engineer	Materials Engineer	Foreman	Construction Safety and Health Personnel	Other positions deemed required by the Applicant for this project
1 Name					
2 Address					
3 Date of Birth					
4 Employed Since					
5 Experience					
6 Previous Employment					
7 Education					
8 PRC License					

Minimum : Project Manager /  
 Materials Engineer  
 Foreman  
 Foreman

**NOTE : Attached Individual Resume and PRC License of the (professional) personnel.**

Submitted by : \_\_\_\_\_  
 (Printed Name & Signature)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

*One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract).*

**MANPOWER UTILIZATION SCHEDULE**

Category	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Contractor's Name:	Name of the Procuring Entity:					Contract Name:						

Submitted by:

Name of the Representative of the Bidder:  
Position:  
Name of the Bidder:

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

*The manpower schedule (weekly or monthly scheduling of skilled and unskilled workers, including Project Manager, Project Engineers, Materials Engineers, or Foremen) is required to be in the Technical Envelope of the Bidder.*

**List of Equipment, Owned or Leased and/or under Purchase Agreements, 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 or Vendor
<b>A. Owned</b>							
i.							
ii.							
iii.							
iv.							
v.							
<b>B. Leased</b>							
i.							
ii.							
iii.							
iv.							
v.							
<b>C. Under Purchase Agreements</b>							
i.							
ii.							
iii.							
iv.							
v.							

List of minimum equipment required for the project:

Submitted by : \_\_\_\_\_  
 (Printed Name & Signature)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

*One of the requirements from the bidder to be included in its Technical Envelope is the list of its equipment units pledged for the contract to be bid, which are owned (supported by proof/s of ownership), leased, and/or under purchase agreements (with corresponding engine numbers, chassis numbers and/or serial numbers), supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project*

## Statement of Availability of Equipment

(Date of Issuance)

Name of the Head of the Procuring Entity

Name of the Procuring Entity

Address of the Procuring Entity

Attention : **Atty. Edgard E. Valdez**  
Chairman  
Bids and Awards Committee

Dear Sir / Madame:

In compliance with the requirements of the Batangas State University-Bids and Awards Committee for the bidding of the (Name of the Contract), we certify that (Name of the Bidder) owns, has under lease, and/or has under purchase agreements the following equipment that may be used for the duration of the contract.

Attached is the list and proof of acquisition of the equipment needed in the execution of the above-mentioned contract.

Very truly yours,

(Name of Representative)

(Position)

(Name of Bidder)

**EQUIPMENT UTILIZATION SCHEDULE**

Category / Equipment	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Contractor's Name:	Name of the Procuring Entity:					Contract Name:						

Submitted by:

Name of the Representative of the Bidder  
Position  
Name of the Bidder

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

One of the requirements from the bidder to be included in its Technical Envelope is its equipment utilization schedule, referring to the weekly or monthly scheduling of the minimum equipment required for the project.

**Affidavit of Compliance to  
Scope of Works & Specifications of Finishes and Materials**

(Date of Issuance)

**Atty. Edgard E. Valdez**  
Chairman - Bids and Awards Committee  
Batangas State University

Dear Sir / Madame:

In compliance with the requirements of Batangas State University-Bids and Awards Committee for the bidding of the (Name of the Contract), we at (Name of Bidder), commit to comply with the Scope of Works and Specifications of Finishes and Materials necessary in the completion of the said contract.

Very truly yours,

(Name of Representative)

(Position)

(Name of Bidder)

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

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_.

NAME OF NOTARIAL 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 \_\_\_\_\_



## REQUEST FOR CLARIFICATION

Date of Letter

**ATTY. EDGARD E. VALDEZ**

BAC Chairman

Batangas State University

Rizal Avenue, Batangas City

Tel. No.: (043) 300-2202 local 102

Dear Sir:

In relation to the Section \_\_\_\_ of Page \_\_\_\_ of the Bidding Documents for (**Name of the Project**), to wit:

**“ (quote unclear provision) “**

We appreciate it if you could provide further explanation or clarification on the above.  
Thank you very much.

Very truly yours,

Name of the Representative of the Bidder

Name of the Bidder