



**REPUBLIC OF THE PHILIPPINES**  
**DEPARTMENT OF FINANCE**  
**BUREAU OF CUSTOMS**  
Port Area, Manila

**Bidding Documents**  
**for the**  
**Repair/Renovation of BOC Gymnasium**

**Project No: BOC-INFRA-2017-04**  
**December 2017**

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## *Section I. Invitation to Bid*



**REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF FINANCE  
BUREAU OF CUSTOMS  
PORT AREA, MANILA**

### **Repair/Renovation of BOC Gymnasium**

1. The Bureau of Customs (BOC), through the FY 2017 General Appropriations Act intends to apply the sum of **Eighteen Million Pesos (P18,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Repair/Renovation of BOC Gymnasium**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Bureau of Customs (BOC), now invites bids for **Repair/Renovation of BOC Gymnasium**. Completion of the Works is required for 150 calendar days. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in BOC-BAC Secretariat
3. General Services Division
4. OCOM Bldg., South Harbor, Gate 3, Port Area, Manila

Telefax No. 527-9757

Email address: bacsecretariat@customs.gov.ph

**ATTY. ALVIN H. EBREO**  
Vice-Chairperson, BOC-BAC

5. Section II. Instructions to Bidders.
6. 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 BOC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below from 8:00 AM to 4:00 PM.
5. A complete set of Bidding Documents may be acquired by interested bidders on December 1, 2017 from the address below and upon payment of a non-refundable fee for the Bidding Documents, pursuant to the latest guidelines issued by the GPPB, in the amount of Twenty Five Thousand Pesos (P25,000.00). It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
6. The BOC will hold a Pre-Bid Conference on December 8, 2017, 02:00 p.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before December 20, 2017, 09:00 a.m. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.
8. Bid opening shall be on December 20, 2017, 02:00 p.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below. Late bids shall not be accepted.
9. The BOC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section

41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

10. For further information, please refer to:

BOC-BAC Secretariat  
General Services Division  
OCOM Bldg., South Harbor, Gate 3, Port Area, Manila  
Telefax No. 527-9757  
Email address: bacsecretariat@customs.gov.ph

**ATTY. ALVIN H. EBREO**  
Vice-Chairperson, BOC-BAC

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

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## **A. General**

### **1. Scope of Bid**

- 1.1. The Procuring Entity named in the **BDS**, invites bids for the construction of Works, as described in **Error! Reference source not found.**
- 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:

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

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

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

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

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX. Bidding Forms as required in **ITB** Clause 12.1.(b)(iii).
- 6.2. The Bidder is responsible for the following:

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

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

appropriate actions under the Labor Code, as amended, and other social legislations.

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

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

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

- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the;

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

- 6.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 6.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.

- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

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

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

## **8. Subcontracts**

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

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

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

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.  
  
(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids, but not earlier than seven (7) calendar days from the posting of the Invitation to Bid/Bidding Documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the

submission and receipt of bids, as specified in the **BDS**.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

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

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

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

## **11. Language of Bids**



The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

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

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

(a) Eligibility Documents –

Class “A” Documents

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

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

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

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) nature of work;

- (ii.6) contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
- (ii.7) total contract value at award;
- (ii.8) date of completion or estimated completion time;
- (ii.9) total contract value at completion, if applicable;
- (ii.10) percentages of planned and actual accomplishments, if applicable; and
- (ii.11) value of outstanding works, if applicable.

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

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

#### Class "B" Documents

- (v) If applicable, Joint Venture Agreement (JVA) in accordance with RA 4566.
- (b) Technical Documents –
  - (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
    - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
    - (i.2) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instruments.
  - (ii) Project Requirements, which shall include the following:
    - (ii.1) Organizational chart for the contract to be bid;

- (ii.2) List of contractor's personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data. These personnel must meet the required minimum years of experience set in the **BDS**; and
- (ii.3) List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, which must meet the minimum requirements for the contract set in the **BDS**; and
- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms.

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

13.1. 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)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two percent (2%)
<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>	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 32.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be

suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract, pursuant to **ITB** Clause 31, and the posting of the performance security, pursuant to **ITB** Clause 32, the successful Bidder's Bid Security will be discharged, but in no case later than the Bid Security validity period as indicated in **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
  - (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)(i)(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>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	<p>Ten percent (10%)</p>
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

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

### **33. Notice to Proceed**

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

### **34. Protest Mechanism**

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

### ***Section III. Bid Data Sheet***

<b>ITB Clause</b>	
1.1	<p>The Procuring Entity is the Bureau of Customs (BOC)</p> <p>The name of the Contract is <b>“Repair/Renovation of BOC Gymnasium”</b></p> <p>The identification number of the Contract is: BOC-INFRA-2017-04</p>
1.2	<p>This bidding shall have one (1) lot as follows:</p> <p><b>“Repair/Renovation of BOC Gymnasium”</b></p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the FY 2017 General Appropriations Act in the amount of <b>Eighteen Million Pesos (P18,000,000.00)</b>.</p> <p>The name of the Project is <b>“Repair/Renovation of BOC Gymnasium, located at Gate 3, 16<sup>th</sup> Street, South Harbor, Port Area, Manila.</b></p>
3.1	No further instructions.
5.1	Joint Venture is not allowed.
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5.4(a)	<p>The bidder must have completed, five (5) years prior to December 20, 2017, a single contract that is similar to the project at hand and whose value must be at least fifty percent (50%) of the ABC to be bid. Such contract must be part of, or included in, the Statement under Item 12.1(a)(ii) hereof.</p> <p>Bidders shall include in their Bid a photocopy of Single Largest Completed Contract and the corresponding proof of completion, such as (i) Certificate of Final Acceptance or Completion from the bidder’s client; or (ii) Official Receipt issued by the bidder.</p> <p>Failure to submit a copy of Single Largest Completed Contract with proof of Completion or failure to prove the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security.</p> <p>For this purpose, similar contracts shall refer to contracts which have the same major categories of work as “building construction” or “repair/renovation of building”.</p>

5.4(b)	Not applicable.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on December 8, 2017, 02:00 p.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila.
10.1	The Procuring Entity's address is:  Bureau of Customs OCOM Building, South Harbor, Gate 3, Port Area, Manila. Telefax Number: 527-9757 Email address: <a href="mailto:bacsecretariat@customs.gov.ph">bacsecretariat@customs.gov.ph</a>
10.4	No further instructions.
12.1	<p><b>Eligibility Documents</b></p> <p><b>Class "A" Documents:</b></p> <ol style="list-style-type: none"> <li>1. PhilGEPS Certificate of Registration and Membership;</li> <li>2. Statement or list of all ongoing Government and Private Contracts including contracts awarded but not yet started;</li> <li>3. Statement of Single Largest Completed Contract (SLCC) which is similar to the contract to be bid, and at least 50% of the ABC;</li> <li>4. PCAB License Category B, Size Range Medium A or higher;</li> <li>5. Net Financial Contracting Capacity (NFCC) computation in accordance with ITB Clause 5.5 or a committed Line of Credit (CLC) from a Universal or Commercial Bank</li> </ol> <p><b>NOTE:</b> The values of the bidder's current assets and current liabilities shall be based on the latest Financial Statements submitted to the BIR.</p> <p><b>Technical Documents:</b></p> <ol style="list-style-type: none"> <li>1. Bid Security in accordance with ITB Clause 18;</li> <li>2. Organizational Chart for the contract to be bid;</li> <li>3. List of contractor's personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the</li> </ol>

	<p>contract to be bid, with their complete qualification and experience data (Resume, license and company ID shall also be submitted);</p> <p>4. 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;</p> <p>5. Omnibus Sworn Statement; and</p> <p>6. Proof of authority of the authorized representative.</p> <p><b>Other Requirement/s:</b></p> <p>1. Certification of conduct of site/ocular inspection from the Chief of General Services Division or its duly authorized representative.</p>																																							
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12.1(b)(ii.2)	<p>The minimum work experience requirements for key personnel are the following:</p> <table border="1" data-bbox="384 1061 1410 1644"> <thead> <tr> <th><u>Key Personnel</u></th> <th><u>General Experience</u></th> <th><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>Design/Contruotion of Bldgs</td> <td>Mgmt and Supv- min of 10 years</td> </tr> <tr> <td>Civil/Site Engr</td> <td>Design/Construction of Bldgs</td> <td>Supervision/min of 5 years</td> </tr> <tr> <td>Electrical Engineer</td> <td>Electrical Design</td> <td>-do-</td> </tr> <tr> <td>Mechanical Engineer</td> <td>Mechanical Design</td> <td>-do-</td> </tr> <tr> <td>Safety Engr/Officer</td> <td>Design of Bldg Safety Rqmts</td> <td>min of 2 years</td> </tr> <tr> <td>General Foreman</td> <td>Rpr/Contrn of Bldgs</td> <td>-do-/10 years</td> </tr> <tr> <td>Masons</td> <td>as is</td> <td></td> </tr> <tr> <td>Carpenters</td> <td>as is</td> <td></td> </tr> <tr> <td>Master Electrician/Electricians</td> <td>Elec installation</td> <td></td> </tr> <tr> <td>Tile setters</td> <td>as is</td> <td></td> </tr> <tr> <td>Plumbers</td> <td>as is</td> <td></td> </tr> <tr> <td>Welder/s</td> <td>as is</td> <td></td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Manager	Design/Contruotion of Bldgs	Mgmt and Supv- min of 10 years	Civil/Site Engr	Design/Construction of Bldgs	Supervision/min of 5 years	Electrical Engineer	Electrical Design	-do-	Mechanical Engineer	Mechanical Design	-do-	Safety Engr/Officer	Design of Bldg Safety Rqmts	min of 2 years	General Foreman	Rpr/Contrn of Bldgs	-do-/10 years	Masons	as is		Carpenters	as is		Master Electrician/Electricians	Elec installation		Tile setters	as is		Plumbers	as is		Welder/s	as is	
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	Power tools (drills, grinder, etc) as necessary Plumbing tools 2 set
13.1(b)	This shall include all of the following documents:  1) Bid prices in the Bill of Quantities;  2) Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and  3) Cash flow by quarter or payment schedule.
13.2	The ABC is Eighteen Million Pesos (P18,000,000.00). Any bid with a financial component exceeding this amount shall not be accepted.
14.2	No further instructions.
15.4	No further instructions.
16.1	The bid prices shall be quoted in Philippine Pesos.
16.3	No further instructions.
17.1	Bids will be valid until 120 days after the opening of bids.
18.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:  1. The amount of not less than <b>P260,000.00</b> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;  2. The amount of not less than <b>P900,000.00</b> if bid security is in Surety Bond.
18.2	The bid security shall be valid 120 days until the opening of bids.
20.3	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.
21	The address for submission of bids is GSD Conference Room, General Services Division (GSD), Ground Floor, OCOM Building, BOC, South Harbor, Gate 3, Port Area, Manila.  The deadline for submission of bids is December 20, 2017, 09:00 a.m.
24.1	The place of bid opening is GSD Conference Room, General Services Division (GSD), Ground Floor, OCOM Building, BOC, South Harbor, Gate

	3, Port Area, Manila. The date and time of bid opening is December 20, 2017, 02:00 p.m.
24.2	No further instructions.
24.3	No further instructions.
27.3	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
27.4	No further instructions.
28.2	None
31.4.(f)	The following documents shall be submitted by the winning bidder within ten (10) calendar days from receipt of the Notice of Award:  1) Construction schedule and S-curve; 2.) Manpower schedule; 3.) Construction methods; 4.) Equipment/tools utilization schedule



## *Section IV. General Conditions of Contract*

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## 1. Definitions

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

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

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

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

## 2. Interpretation

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

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

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

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

### **4. Communications**

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

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

- 5.1. On the date specified in the SCC, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 5.2. If possession of a portion is not given by the date stated in the SCC Clause 5.1, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay shall be in accordance with **GCC** Clause 47.
- 5.3. The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.
- 5.4. The Contractor shall allow the Procuring Entity's Representative and any person authorized by the Procuring Entity's Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.

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

- 6.1. The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.
- 6.2. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- 6.3. The Contractor shall be responsible for the safety of all activities on the Site.
- 6.4. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
- 6.5. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the **SCC**, to carry out the supervision of the Works. The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.
- 6.6. If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract.
- 6.7. During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.
- 6.8. The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- 6.9. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.
- 6.10. Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.

## **7. Performance Security**

- 7.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both



parties, the Contractor shall furnish the performance security in any of the forms prescribed in **ITB** Clause 32.2.

- 7.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
- 7.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 7.4. The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
  - (b) The Contractor has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the SCC.
- 7.5. The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause 32.2 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.
- 7.6. In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.
- 7.7. Unless otherwise indicated in the SCC, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **8. Subcontracting**

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

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

## **9. Liquidated Damages**

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

## **10. Site Investigation Reports**

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

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

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

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

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

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

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

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

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

12.5. The warranty against Structural Defects/Failures, except those occasioned on force majeure, shall cover the period specified in the **SCC** reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.

12.6. The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

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

12.7. The warranty security shall be stated in Philippine Pesos and shall remain effective for one year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.

12.8. In case of structural defects/failure occurring during the applicable warranty period provided in **GCC** Clause 12.5, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

### **13. Liability of the Contractor**

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

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

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

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

### **15. Insurance**

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

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

15.2. The Contractor shall provide evidence to the Procuring Entity's Representative that the insurances required under this Contract have been effected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity's Representative. Such evidence and such policies shall be provided to the Procuring Entity's through the Procuring Entity's Representative.

15.3. The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall

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

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

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

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

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

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

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

16.2. All materials on the Site, Plant, Works, including Equipment purchased and funded under the Contract shall be deemed to be the property of the Procuring Entity if this Contract is rescinded because of the Contractor's default.

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

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

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

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

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

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

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

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

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



- (i) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1(a), unless otherwise specified in the SCC;
  - (ii) drawing up or using forged documents;
  - (iii) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
  - (iv) any other act analogous to the foregoing.
- 18.4. The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.
- 18.5. When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under **GCC** Clause 18.3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.
- 18.6. If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

## **19. Procedures for Termination of Contracts**

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

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

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

19.2. Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

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

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

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

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

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

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

## **21. Resolution of Disputes**

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

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

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

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

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

23.1. Except where otherwise specifically stated, the Procuring Entity's Representative will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

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

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

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*

GCC Clause	
1.17	<p>The <b>Intended Completion Date</b> is <b>One Hundred Fifty (150) calendar days</b></p> <p><i>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</i></p>
1.22	The <b>Procuring Entity</b> is Bureau of Customs (BOC).
1.23	<p>The <b>Procuring Entity's Representative</b> is:</p> <p style="padding-left: 40px;">End-User's Representative or General Services Division Bureau of Customs OCOM Building, South Harbor, Gate 3, Port Area, Manila Tel Nos. (02) 527-9757</p>
1.24	The <b>Site</b> is located at Gate 3, 16 <sup>th</sup> Street, South Harbor, Port Area, Manila
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> to be executed under this contract shall consist of furnishing all materials, labor, tools, and equipment and everything listed, mentioned or as scheduled in the drawings herein specified or both, for the demolition of existing building and subsequent complete <b>Repair/Renovation of BOC Gymnasium</b> at aforementioned location as per plans and specifications.</p> <p style="padding-left: 40px;">All works to be done shall be in the highest quality of workmanship to the fullest intent and meaning of the plans and specifications unless otherwise specified.</p>
2.2	No further instruction.
5.1	The <b>Procuring Entity</b> shall give possession of all parts of the Site to the Contractor upon receipt of the Notice to Proceed.
6.5	<p>The Contractor shall employ the following <b>Key Personnel</b>:</p> <p style="padding-left: 40px;">Project Manager (CE with min of 10 years experience) Civil/Site Engineer (Min of 5 years experience) Electrical Engineer (Min of 5 years experience) Safety Engineer/Officer (Min of 2 years experience) Mechanical Engineer (Min of 5 years experience) Foreman (Min of 10 years experience)</p>

	<b><i>NOTE: The names of the Key Personnel and their designation shall be filled out by winning contractor prior to contract signing.</i></b>
7.4.(c)	No further instructions
7.7	No further instructions.
8.1	No further instructions.
10	No further instructions.
11	The application, processing, and payment of permits, licenses, sign and sealed and other certifications that maybe required by the local government unit and/or any government agency for the demolition, construction, completion, and final turn- over and occupation of the building shall be the responsibility of the Contractor.
12.3	No further instructions.
12.5	Two (2) years warranty
13	No additional provision
18.3(h)(i)	No further instructions.
21.2	The appointment of Arbiter shall be made in accordance with the provisions of Republic Act No. 876, otherwise known as the “Arbitration Law” and Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
29.1	No dayworks are applicable to the contract.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within ten (10) calendar days of delivery of the Notice of Award.
31.3	The period between Program of Work updates is Ten (10) days.  The amount to be withheld for late submission of an updated Program of Work is ten percent (10%) of the amount of the next progress billing.
34.3	The Funding Source is the <i>Government of the Philippines</i> .
39.1	The amount of the advance payment is fifteen percent (15%) of the Contract Price, which shall be given to the Contractor not later than fifteen (15) calendar days from receipt by the Procuring Entity of the Contractor’s request, subject to the requirements under GCC Clause 39.2.
40.1	The Contractor must submit statement of work accomplished (SWA) and corresponding request for progress payment within 50% and 75% of actual work accomplished and upon final completion, subject to the conditions under GCC Clause 40 and 41.
51.1	The “as built” drawings and operating and maintenance manuals shall be submitted within ten (10) calendar days from accomplishment of ninety-

	five percent (95%) of the Project.
51.2	In addition to the withholding of retention money, the Procuring Entity's Representative shall withhold Thirty Thousand Pesos (P30,000.00) from payments due to the Contractor in case of failure to deliver the "as built" drawings within the period indicated under SCC Clause 51.1.

## ***Section VI. Specifications***

### **I. BACKGROUND AND OBJECTIVE**

The BUREAU OF CUSTOMS Administration intends therefore to contract out the project with local Contractors to undertake the Construction of the Proposed Repair and Renovation of the BUREAU OF CUSTOMS Gymnasium. This Terms of Reference (TOR) describes the nature and scope of the services/undertaking to be provided by the Contractor to BUREAU OF CUSTOMS.

In purpose thereof to conduct the actual construction of the Bureau of Customs gymnasium conforming to DPWH Standards and Green Building Design Principles where possible.

### **II. PROJECT DESCRIPTION**

The proposed Bureau of Customs gymnasium will generally have an occupancy use and basic description as approved by the Bureau of Customs Commissioner.

It is desired that the proposed Bureau of Customs Gymnasium will have an approximate total area of 678 square meters more or less.

### **III. PROJECT SITE**

#### **1. Preliminary Survey and Mapping of Existing Site Conditions**

The Contractor shall conduct the preliminary survey, mapping of existing Site conditions and meeting with owner/occupants on the proposed construction methodology of the project.

#### **2. Preliminary Investigations**

The contractor shall conduct detailed and comprehensive investigations; measurements required to produce and develop an as built plan which will be the basis of the proposed construction works.

#### **3. Existing Structure**

The contractor shall conduct a comprehensive assessment of the existing structure primarily investigating its current occupancy type and its architectural and structural characteristics and recommends to the owner possible structural integrity investigation of the existing building.

#### **4. Environmental Conditions**

The project site being located at the port area of Manila and as investigated and evidenced by the attached PHILVOCS study has been proven to be highly susceptible to flooding.

## **5. Existing Utility Locations**

The project site and its surrounding existing utility location specifically water source, electrical power and its communication networking shall be identified and then evaluated so as to properly include in the engineering planning of the project.

# **IV. PROJECT DEFINITION**

## **1. General Requirements**

The Owner/Procuring Entity does not guarantee that the preliminary data provided are fully correct, up to date and applicable to the project. The Contractor shall be solely responsible for the accuracy and applicability of all data that it will use in building methodology proposal and services. It shall also be responsible for the integrity of the detailed engineering design and the performance of the structure irrespective of the approval of the Owner/Procuring Entity. It shall also be solely responsible for the design and liable for the structural defects and/or failures of the completed project.

The Contractor shall conceptualize a high performance sporting space that will enhance energy and environmental performance, increase space productivity, greater flexibility, safe, healthy, comfortable, durable, aesthetically pleasing and technologically advanced sporting environment.

The required space and related occupancy as well as suggested minimum areas are shown in the attached drawings.

## **2. General Concept**

### **2.1 Architectural Design and Interior Design Concept**

Sustainability and environmentally low-impact design shall be integrated in the selection of building materials and construction methodology. The concept of *Green Architecture* is significantly recommended to address the effects of climate change and global warming as these two have vastly affected society living condition penetrated the world. This concept mainly advocates sustainable energy sources, the conservation of energy, the reuse and safe application of building materials. The site selection for the project shall take consideration its potential impact on the environment. Proper building and construction consideration of this will result in an efficient in sustainable design. The architectural design shall take into consideration and put a premium on the relationship between the user and its space environment design that studies the psychology of man in relation to his habitat shall be integrated in the planning and designing of the project.

The design shall consider the utilization of natural lighting and highly efficient materials thereby reducing energy costs. The roof design shall help improve storm water management as it delay run-off into the storm drainage system.

### **2.1.1. Codes and Standards**

The architecture works shall be in accordance with the following Laws, Codes and Standards.

#### **1. Laws and Codes:**

- National Building of the Philippines and its Latest and Amended IRR
- RA 9266 or Architect Law and its Latest Amended IRR
- RA 4226 or General Building Licensing Act and its Latest and Amended IRR
- BP 344 or Accessibility Law and its Latest and Amended IRR
- RA 9514 Fire Code of the Philippines
- Existing Local Codes and Ordinances
- And other Laws that applies to the projects

#### **2. Standards**

- Bureau of Product Standards (BPS)

### **2.1.2. General Drawing Guidelines**

#### **2.1.2.1 General**

- Licensed software in drafting is required. Drawings shall be submitted both in printed and electronic copies.
- Keep the same orientation in all plans. The north orientation shall be indicated in all architectural floor plans. The orientation of the architectural plans shall be consistent with all engineering plans.
- Existing buildings and new works shall be clearly indicated and labeled in the plans.
- Detailed plans shall have a scale not smaller than 1:50 meters.
- Spot detailed plans, elevations, and sections shall have a scale not smaller than 1:10 meters.
- Avoid notes such as 'see architectural detail' or 'see structural'.
- Always repair with a call out to the specific detail drawing and sheet number.

#### **2.1.2.2 Floor Plans**

- All plans shall be 1:1 meters. The same scale shall be use for the rest of the architectural, structural, sanitary, plumbing, electrical and mechanical plans, except for its trade's site plan, detailed plans, and spot details.
- Elevation call outs shall be indicated on the floor plan and shall be consistent with the elevation drawing.

- Section line call outs on the floor plans shall be dated consistent with the section drawing.
- Floor plans shall be indicated with boxed room callouts number, including the callout for floor finishes and wall finishes.
- Floor elevations shall be indicated in the floor plans. These shall be in reference to the natural grade line or the established finished floor lines of the adjoining existing buildings.
- The location of mechanical equipment, e.g. air conditioning shall be indicated in the floor plans. This shall be consistent with the mechanical electrical plans.
- Door callouts shall be circles with the proper numbering, e.g. D-01
- Window call outs shall hexagons with the proper numbering, e.g. W-01

#### **2.1.2.3 Elevations and Sections**

- Finish floor lines and top of truss lines shall be consistent in all the elevation, sections and structural plans and details. Detailed material call-outs shall be provided for in all sections and elevations.

#### **2.1.2.4 Reflected Ceiling Plans**

- Reflected ceiling plans shall be indicated with boxed room callout numbers, including the callout for ceiling finishes and lighting fixtures.
- Ceiling height relative and in reference to the finish floor line shall be indicated in the reflected ceiling plans in each room with boxed dimensions. This is to ensure that the ceiling heights in all rooms are established whether or not reflected in the sections.
- The description and the location of the fixtures, e.g. lighting, smoke detectors, air condition vents, exhaust fans, in the reflected ceiling plans shall be consistent with the electrical and mechanical plans.

#### **2.1.2.5 Roof Deck Plans**

- Location of all downspouts shall be indicated in the roof deck plans. Detailed specifications and technical drawings must be provided for and indicated in all drawings.

#### **2.1.2.6 Doors and Windows**

- Door and window schedules shall be indicated in type of door or window, the number of sets, the location/s of the door or window, the materials and accessories included and other special specifications, e.g. color of finish

#### **2.1.2.7 Details**

- Provide a minimum of one (1) bay section of a scale not smaller than 1:50 meters for each major building preferably cut along the area with special construction design.



- Provide spot detail plans, elevations, and sections of a scale not smaller than 1:50 meters for all areas needing the pattern, e.g. lobby, corridor, entrance walk, showing the position and pattern of tiles.
- Center line location of plumbing fixtures shall be indicated in detail plans with lines of reference and its corresponding dimensions. This is to indicate the exact locations of the plumbing/ sanitary roughing-ins.

### **2.1.3. Building Architectural Works**

#### **Floor Plans**

- The structural, sanitary, plumbing, electrical and, mechanical designs are required to repair to the architectural plan and specifications in case of discrepancies. If an engineering design will have any possible conflict or interference on the structural design the latter maybe adjusted provided that the aesthetic value not be compromised.
- The architectural and engineering plans shall be consistent all throughout in terms of dimensions and locations of columns, beams, walls, roof line, conduits, ducts, pipes, and fixtures, among others. Column and beam grid lines shall also be consistent in all the architectural and engineering plans.
- Verify and coordinate floor plans with the mechanical, electrical and sanitary design with regard to the requirements for mechanical rooms, AHU rooms, electrical rooms, pipes chase, and other engineering requirements.
- Toilets shall be in accordance with the standards of the Department of Public Works and Highways (DPWH).

#### **2.1.3.1. Walls**

- Exterior walls shall be the existing concrete and windows to match to the existing window frame and to maintain the original looks of the building.
- Toilet wall tiles shall be in accordance with the standards of the Department of Public Works and Highways (DPWH) hereto attached as Annex 1.
- Layout and work on wall and floor tiles must be align, plumb, level and square.
- All edges, corners and intersections of toilet tiles, including the topmost tile not reaching the ceiling shall be provided with polyvinyl chloride tile trims.
- The color and design shall be approved first before installations.

#### **2.1.3.2. Floors**

- If floor tiles in two adjacent rooms with different materials, color or design meet at the door opening, the cut shall be located in the middle of the door thickness when in a closed position. Provide details in the floor pattern design.
- Floor at the openings of toilet for persons with disability shall be sloping. Indicate in the plans and sections.
- The size of the toilet floor tiles shall be in accordance with the standards of the Department of Public Works and Highways (DPWH) hereto attached as Annex 1.
- The size of the kitchen/pantry non-skid floor tiles shall be 600mm x 600mm. Indicate the tile pattern.
- The size of the floor tiles of the offices shall be
- 600mm. x 600mm. or the bigger depending on the proportion to the size of the room
- The size of the floor tiles of the lobby and corridor shall not be less than 800mm. x 800mm. The tile size of 800mm. x 800mm. is recommended for bigger areas. Indicate the tile pattern.
- Layout and work on wall and floor tiles must be align, plumb, level, and square.
- All edges, corners, and intersections of toilet tiles, shall be provided with polyvinyl chloride trims.
- Tile color and design shall be approved first before installation.

#### **2.1.3.3. Ceiling Works**

- All floors to ceiling shall have a minimum height of 2.4 meters for offices
- Ceiling height for areas with special aesthetic treatment, e.g. lobby, major conference room, auditorium, executive office, shall be proportional to the area or room or as required by the designer. However, this shall not be lower than 3.0 meters. Provide details.
- If acoustic boards on aluminum T- runners would be used for the ceiling, layout should be on center and avoiding cut pieces. If the remaining perimeter of the ceiling is less than 600mm. wide, it shall be complimentary designed with fiber cement boards on light gauge metal furring. Likewise with acoustic boards on big areas, e.g. offices shall be designed in a way to break the redundancy. Provide details.
- Soffit of exterior beams and slabs shall have drip molds to prevent damage due to water sipping into the eaves or ceiling. Section details shall be required to show drip mold.

#### **2.1.3.4. Doors and Windows**

- Major rooms that require security shall have sturdy doors, wood panel, and metal
- Minor rooms that do not require security shall at least have wood flush doors.
- Toilets and other wet areas shall have flush type doors with 2.5mm thick medium density fiber (MDF) board with PVC film cover.
- Heavy-use doors, e.g. kitchen, exit doors should be provided with stainless steel kick or push plates and door closers.
- Fire escape doors, should be provided with panic hardware and door closers, and shall conform to the requirements of the Fire Code of the Philippines.
- Aluminum frames of glass doors shall be power-coated.
- Door finish and color shall be approved first before application.
- Window sills shall be slightly sloped outwards to prevent damage to window and paint due to water slippage. Section details shall be required to show this slope.
- All doors of high-occupancy room shall swing outwards and as required by the Fire Code of the Philippines.
- Door jambs without molding/casing installed on concrete walls shall have construction grooves all around. Provide details.
- All doors and windows shall have reinforced concrete lintel beams. Provide details.

#### **Stairs, Ramps and Corridors**

- Ramps for persons with disability shall have a slope not higher than 1: 12. Handrails and clearances shall conform to the requirements of BP 344.

##### **2.1.3.5. Fixtures and Accessories**

- Three-way electrical light switches shall be provided at the foot and the top of the stairs per floor. Likewise at the both ends of a long corridor.
- Electrical light switches shall be located by the knob side of the door.
- Fixtures and accessories shall conform to the requirements of BP 344.

##### **2.1.3.6. Roofing Works and Roof Decks**

- Should be water- tight and can withstand at least 240kph of wind pressure.
- Parapets, designed as roof protection from winds, must be reassessed to satisfy the preceding parameters. Provide details.
- The slope of the roof if required shall not be less than 30 degrees.

#### **2.1.3.7. Painting**

- Painted ceilings shall be in flat latex finish, while cornices and moldings shall be in gloss enamel finish.
- Painted interior wall shall be at least in semi-gloss latex finish for ordinary rooms, e.g. offices, unless specified to a higher type of paint.
- Painted exterior wall shall be at least in moisture resistant/ water-repellant solvent based finish, texture or smooth, unless otherwise specified.
- Paint color and shade shall be approved first before application.

#### **2.1.4. Specific Requirements**

**Provide spot detail plans and sections of the following:**

- a. Gutter, eaves and parapet
- b. Ceiling- cove light, special connections and designs, mouldings balances.
- c. Stairs-handrail, and baluster
- d. Ramps-handrail design and floor pattern.
- e. Doors, windows and gates-grille works
- f. Special Architectural treatment and Design, e.g. facade design
- g. Specials Carpentry Works, e.g. partitions, cabinetry
- h. Other details as may be required.

#### **2.1.5. Summary of Materials**

- Materials to be used shall be fire- resistant, non-toxic, moisture-resistant and termite-resistant, e.g. fiber cement board, light-gauge steel frame, polyvinyl chloride ceiling panels.
- Wet areas, e.g. toilets, and kitchen shall be use non-skid/ non-slip vitrified Ceramic floor tiles.
- Heavy traffic areas, e.g. corridor shall use heavy-duty seamless Granite floor tiles.
- Ramps and stairs shall use non-skid/ non-slip floor tiles, materials as specified.
- Aluminum T-runners shall be powder coated.
- Metal rod hangers with adjustable clips, and not galvanized iron wires, shall be used to support and suspend the aluminum T-runners and light gauge metal furring.

## **2.2 Electrical Design Concept**

General lighting design shall be adequate for space functions. The use of LED lighting systems is recommended. Ornamental lighting design can be considered if it is

necessary. Electrical wiring systems shall also consider provisions for future electrical expansions and developments.

### **2.2.1. Codes and Standards**

The electrical System Parameters shall be in accordance with the following Laws, Codes and Standards.

#### **2.2.1.1. Codes**

- Philippine Electrical Code
- National Electrical Code
- Fire Code of the Philippines
- National Building Code of the Philippines and its New IRR
- Existing Local Codes and Ordinances

#### **2.2.1.2. Standards**

- Bureau of Product Standards(BPS)
- Underwriters Laboratory (UL)
- National Fire Protection Association
- International Electro technical Commission (IEC)
- Illumination Engineering Society (IES)
- National Electrical Manufacturer's Association (NEMA)

### **2.2.2. Electrical Works**

Based on the existing building, the Electrical Works shall provide complete Electrical layout of the following:

1. Panel Board Layout
2. Electrical Metering Devices
3. Service Conductors and Conduit Layout
4. Grounding System
5. Emergency Standby Generators

### **2.2.3. Building Facilities Electrical System**

#### **2.2.3.1. Lighting System**

Provide and install adequate normal branch circuits for Lighting System to all areas using the standard Lighting Design Analysis. Utilize the standard illumination requirements per area of concern using the preferred particular type of luminaries.

#### **2.2.3.2. Power System**

Provide and install adequate normal branch circuits for the Power System.

#### **2.2.3.3. Standby / Emergency System**

Provide and install adequate equipment life safety and critical emergency branch circuit for lighting and utilization equipment connected to the alternate power source.

#### **2.2.3.4. Auxiliary System**

Provide and install the following Auxiliary System:

- a) Communication System
  - Telephone System
  - Local Area Network System
  - Public Address Paging System
  - Private Branch Exchange (PABX)
  - Master or Cable Antenna Television
- b) Fire Alarm System
- c) Security System

#### **2.2.3.5. Lighting Protection System**

The building lighting protection system shall include roof-mounted air terminals grounding conductors, ground rods, conduits, clamps and auxiliary equipment as required for a complete and operational lighting protection system.

#### **2.2.4. Provide details of the following:**

1. Lighting Fixtures/ Luminaries
2. Panel board and Circuit Breakers
3. Switchgear and other Metering Devices
4. Electrical and General building Equipment
5. Installation and Termination of Auxiliary and other Special Devices and Equipment
6. Power and Telephone Hand holes (as may be required)
7. Pedestal and Service Entrance to Bldg.
8. Grounding System Layout
9. For primary metering only
10. Transformer and Generator Mounting
11. Others as may be required

#### **2.2.5. Summary of Materials**

##### **2.2.5.1. General Lighting Luminaires**

Fixture type shall be as indicated on the Lighting Layout Plan using LED lamps. Other Special Lighting requirements shall be as approved by the implementing agency.

#### **2.2.5.2. Wiring Devices**

Wiring devices shall be non-automatic control devices, the contract is guaranteed by the pressure of the special spiral springs.

- Switches shall be of 15A, 250V or 300V except as otherwise noted and approved. Terminals shall be screw-type or quick connected type.
- General use receptacle shall be 15A, 240V grounding type unless otherwise indicated on the drawings.
- Special purpose receptacles shall be as called for on the drawings. Matching plugs shall be supplied.

#### **2.2.5.3. Panel Boards and Circuit Breakers**

The Panel board and Circuit Breakers shall be equipped the type as indicated in the panel board schedule and details.

- Provide molded-case circuit breakers of frame, trip rating and interrupting capacity as shown on the drawings. The circuit breakers shall be quick make, quick break, and thermal-magnetic, trip-indicating, bolt on type and shall have common trip on all multiple breakers with internal mechanism.
- All current- carrying parts of the panel board shall be plated. Provide solid neutral (S/N) assembly when required. The assembly shall be isolated from the enclosure.

#### **2.2.5.4. Electrical Conduit, Boxes and Fittings**

All conduits, boxes and fittings shall be standard rigid steel, zinc coated or galvanized.

- Rigid Steel Conduits (RSC)
- Rigid Metal Conduits (RMC)
- Intermediated Metal Conduits (IMC)
- Electrical Metal Conduits (EMT)
- Unplasticized Polyvinyl Chloride (UPVC) if required shall be schedule 40

#### **2.2.5.5. Conductors**

Wires and cables shall be of approved type and unless specified or indicated otherwise, all power and lighting conductors shall be insulated for 600 volts.

- The conductors used in the wiring system shall be of soft-annealed copper having a conductivity of not less than 98% of that of pure copper and insulated for 60° C Temperatures.

- All conduits of convenience outlets and wire ways for lighting branch circuit homeruns shall be wired with a minimum of 3.5mm square in size

#### **2.2.5.6. Master Antenna Television (MATV) and Cable Television**

##### **(CATV) System**

- Two sources of TV signals shall be provided to the building. One (1) shall be from a master antenna installed at the roof or within a suitable area of the building and the other will be from a commercial cable television services.
- The master antenna system shall consist of FM, VHF and UHF antennas, combiner, distribution amplifiers, coaxial cables, splitters, tap-offs and TV outlets.
- There shall be individual trunking for master antenna and cable television rising in the building.

#### **2.2.5.7. Structural Cabling & Telephone System**

- A minimum provision for estimated 500 mixed PABX extension and direct telephone lines shall be required for tertiary general buildings.
- Final details of the system shall follow specific requirements, quantity and type of service.

#### **2.2.5.8. Fire Detection and Alarm System**

- The Fire Detection and Alarm System shall be of multiplex, microprocessor-controlled addressable or zonal conventional fire detection, alarm and communication system
- The system shall consist of full integration automatic fire detection, voice alarm communication and fire fighters telephone system.
- The system shall consist of control station, mimic panel initiating and indicating devices, control modules and system wirings.
- Actuation of the protective signalling system shall occur by manual pull station, automatic smoke or heat detector, sprinkler flow switch and tamper switch.
- The system shall be able to monitor the status of flow switches and supervisory switch.

### **2.3 Mechanical Design Concept**

Fire protection and fire suppression systems shall be provided with wet and dry stand pipes, fire hose cabinets, fire extinguishers, addressable type fire alarm system and sprinkler system, smoke detector and fire exits, among others.



Air-conditioning system on locker rooms shall be provided using energy-saving and cost-saving technology. Provisions for Air-conditioning system on the gymnasium court shall be provided as well.

### **2.3.1 Codes and Standards**

The Mechanical Design shall be in accordance with the following Codes and Standards:

#### **2.3.1.1. Codes:**

National Building Code of the Philippines and its New IRR

1. New Fire Code of the Philippines
2. Mechanical Engineering Code of the Philippines (ME Code)
3. Existing Local Government Code and Ordinances

#### **2.3.1.2. Standards:**

1. Bureau of Product Standards (BPS)
2. Philippine National Standards (PNS)
3. Underwriters Laboratory (UL) and Factory Manual (FM)
4. International Electro technical Commission (IEC) 1988
5. National Fire Protection Association (NFPA)
6. American Society for heating, Refrigeration and Air Conditioning Engineers (ASHRAE)

### **2.3.2 Automatic Fire Sprinklers System**

The Automatic fire sprinklers system shall be composed of complete plans and Drawing of the Following:

1. Site Development Plan and Vicinity Map, indicating the location of the buildings, firewater reserve tank, firewater line, yard loop and private fire hydrant.
2. General Notes, legends and symbols including Schematic Diagram of Alarm Monitoring System.
3. Floor Layout and Isometric Layout of the Automatic Fire Sprinklers System indicating pipe size and the location of the pipes, valves, sprinkler head, riser nipples, fire hose cabinet, sprinkler main riser, drain pipes, cross mains, branch lines, inspectors test connection, hangers and sway braces.
4. Equipment Schedule, Detail drawing, fire pump and jockey pump layout.
5. Architectural, Structural, Electrical and Plumbing drawing of the Firewater tank and Pump house.
  - An Automatic fire sprinklers shall be provided in all parts of the building.
  - Hazard Classification shall be Light Hazard Occupancy.

- Area of Coverage shall be 146 square meters and water density shall be 4.071Ips/ sq.
- Protection area per sprinklers head shall be 20 square meters at 2.2 meters minimum distance between sprinklers and 4.2 meters maximum spacing.
- All floor control valves shall be equipped with supervisory switch water flow detector and drain system.
- Water supply shall be horizontal split case centrifugal fire pumps with diesel engine or AC motor and a vertical in-line jockey pump with controller.
- Hydraulic calculation report shall be based on NPFA-13 format.

### **2.3.3 Ventilation and Air Conditioning System. (Single unit AC Type)**

The ventilation and air conditioning shall be composed of complete compose plans and drawing of the following:

1. General Notes, Legends and Symbols including Schematic Diagram of the Ventilation and Air Conditioning System.
2. Floor layout of the Ventilation and Air Conditioning System indicating the capacity and location of the air conditions and fans.
3. Duct layout indicating duct sizes, route and location of the dampers, diffusers, return air register hangers and sway braces.
4. Refrigerant piping layout indicating pipe sizes, location of valves, hangers and sway braces.
5. Equipment Schedule and Details drawings of air conditioners and Ventilating System.
  - Air Conditioning system shall be provided in all officers and other areas where conditioned air is necessary.
  - Cooling load calculation report shall be manual or computer generated, hourly analysis program which includes heat transmission coefficients, solar heat gain factors and corrected cooling load temperature difference calculations.
  - Centralized air conditioning will be used.
  - Design of all critical area shall be laminar or positive pressure, wherein the supply air is 10% more than exhaust air.
  - Ceiling cassette type exhaust fans with integral air diffuser shall be provided in all toilets.

### **2.3.4 Lift or Elevator System (Machine Room less)**

In case of usage on a lift or an elevator, the elevator or lift shall be composed of complete plans and drawings of the following:

1. General Notes, legends and symbols including Schematic diagram.
2. Floor Layout, Escalator and Elevator Shaft plan
3. Equipment Schedule, Detail drawings and equipment layout.

4. Architectural, Structural, Electrical and Plumbing drawings of the Elevator System.
5. The minimum car size shall have at least 1,600 kgs weight capacity.
6. The car door opening shall be not less than 1.0 meter and 2.10 meters high.

#### **2.3.5 Specific Requirements**

Provides details of the following:

1. Elevated Water Tanks

#### **2.3.6 Summary of Materials**

##### **2.3.6.1. Automatic Fire Sprinkler System**

a. Sprinkler head shall be UL Listed/ FM Approved, Pendant, upright or sidewall unit, 83 LPM flow capacity per head and temperature fusing at 57.5 C to 74 C.

b. The alarm assembly shall be UL Listed / FM approved, constructed and installed that any flow of water from the sprinkler equal to or greater than that from the single automatic head shall result in audible and visual signal in the vicinity of the building.

c. Alarm and supervision of the automatic water sprinkler shall include the monitoring water flow switch at each floor of the building, fire pump and the jockey pump running condition and power condition and power supplies, level of water in the reservoir and control valves.

d. pipes shall be B.I schedule 40. Screw fittings shall be used for inside piping.

##### **2.3.6.2. Air Conditioning and Refrigeration System (VRF Type)**

a. Refrigerant shall be cooper tubing, type L or K, for size 100mm diameter and smaller. Pipe over 100mm shall be black steel pipe schedule 40.

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

c. Pipe insulation shall be performed fiberglass or its equivalent. The insulating materials shall be covered with 100mm x 13mm thick polyethylene film, which shall be overlapped not less than 50mm.

d. Ducts shall be galvanized sheet steel of standard gauges.

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

##### **2.3.6.3. Elevator System**

- a. The elevator shall be machine room less
- b. The elevator system shall be UL Listed/FM Approved.

### **2.3.7 Drawing Requirements.** See attached Standard Checklists

## **2.4 Information and Communication Design Concept**

Data and voice system shall include Local Area Network (LAN) wiring, cabling and roughing-ins. All tables and cubicles shall have ready-provision for data and voice systems. Telephone system design shall suit the BUREAU OF CUSTOMS operations with easy and quick communication links between main and satellite offices. Provisions for LAN and telephone system expansion and development shall be considered.

Security monitoring system shall be provided including all the necessary devices, wirings and accessories for CCTV system to be located on strategic locations as specified elsewhere in these specifications.

Biometric attendance machine (finger scanner type) shall be provided per floor for log-in/log-out transactions of employees. The system shall be programmable to cater all employees' log transactions at any of the installed biometrics.

Queuing machine system shall be provided at the customer's lounge to facilitate transactions.

Public address system shall be provided at the main building.

## **2.5 Sanitary and Plumbing Design, Sewage Treatment Plan Concept**

Plumbing and sanitary systems shall use low-flow plumbing fixtures. Rooftop downspouts shall be directed to the rain catcher system. Such rain catcher system shall serve as retention pond to delay surface run-off into the street drainage. It shall be designed to infiltrate the rain water back into the ground while the excess are discharged to the storm drainage. Sewerage system shall be considered in the design.

Provisions for future plumbing and sanitary expansions and development shall be considered.

### **2.5.1. Codes and Standards**

The Sanitary/ Plumbing Design shall be in accordance with the following Codes and Standards:

#### **2.5.1.1. Codes:**

1. National Building Code of the Philippines and its Revised IRR
2. Fire Code of the Philippines
3. National Plumbing Code of the Philippines (NPCP)
4. Sanitation Code of the Philippines
5. Existing Local Codes and Ordinances

#### **2.5.1.2. Standards:**

1. Bureau of Products Standards (BPS)
2. Philippine National Standards for Drinking Water
3. Underwriters Laboratory (UL)
4. National Water Resources Board (NWRB)
5. National Plumbers Association of the Philippines( NAMPAP)
6. Philippine Society of Sanitary Engineers, Inc. (PSSE)

## **2.5.2. Building Facilities Sanitary/Plumbing System**

### **2.5.2.1. Sewer Line and Vent System**

- Provide complete sewer line and vent system from all (domestic) plumbing pictures and floor drains, laid by gravity flow/pumping from lift/transfer station leading to the sewage treatment plant.
- For Drainage Fixture Units; refer to Chapter 7 Table 7-2, NPCP.

### **2.5.2.2. Waste water Line and Vent System**

- For all Wash Areas dealing and generating with oil/grease at the Dietary, provide separate Waste line and vent system solely tap to the proposed Grease Trap and then connect its effluent to the Sewage Treatment Plant.
- For Drainage Fixture Units; refer to Chapter 7 Table 7-2, NPCP.

### **2.5.2.3. Water Line System**

- Provide complete cold water supply pipes to all plumbing fixtures. From the main water source to cistern, the water shall be pumped to the elevated water tank (EWT) and conveyed to the fixtures by gravity system and or distributed to fixtures by transfer pump with constant pressure through a Pneumatic Storage Tank to plumbing fixtures, whichever is feasible.

### **2.5.2.4. Storm Drainage System**

- Complete storm drainage system shall be provided for all groups, canopies, concrete ledges and balconies including condensate drains laid for gravity flow connected to a leader/pipeline leading to the natural ground level storm drainage network.

## **2.5.3. Specific Requirements**

- Provide details of the following:
  1. Grease Trap (for Dietary and Pantry)
  2. Elevated Water Tanks

## **2.5.4. Summary of Materials**

- Sewer and Vent pipes; Unplasticized Polyvinyl Chloride (UPVC) extra
  1. Series 1000 (Conforming to ISO 4435/ ASTM D2729 including Trims and Fittings)
- Storm Drainage pipes Downspouts, Unplasticized Polyvinyl Chloride
  1. (UPVC) extra series 1000 (Conforming to ISO 3633, ISO 4435, ASTM

2. D2729 including Trims and Fittings, BPS Certified
- Drainage pipes, 250mm diameter and below, Non-Reinforced Concrete Pipe (NRCDP), 300 diameter and above, Reinforced Concrete pipe (RCDP)
  - Drainage Manholes; Street Inlet, Curb Inlet, Traffic Type Reinforced Concrete Area, Street Inlet, Curb Inlet, Traffic Type Reinforced Concrete Area Darin/Catch Basin Reinforced Load Bearing CHB
  - Sewage manholes; Traffic type Reinforced Concrete with standard Cat Iron Cover, sealed Type.
  - Wastewater Pipeline; wash areas/dietary (same as sewer & vent) Laboratory HDPE pipes & Fitting PNIG.
  - Cleanouts; HQ stainless Steel/ brass with counter sunk plug/ screw locks (BPS certified)
  - Floor Drains / Deck Drains, HQ Stainless Steel/ Brass (BPS Certified)
  - Gutter Drains; Dome Type Brass/ Stainless steel (BPS Certified)
  - Cold Waterline pipes; for buildings, Polypropylene Pn16/ Pn20 Fusion weld pipes including Trims and Fittings (BPS Certified)
  - Trench Grating; Galvanized/ Stainless Steel Iron grates
  - Plumbing Fixtures including Trims and Fittings and accessories; (BPS Certified)

## **2.6 Minimum requirements for Construction Safety and Health**

No Contractor or subcontractor shall require any employee to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health or safety. In order to meet this general requirement, the Contractor must:

- 2.6.1. Initiate and maintain programs (written) to comply with this general requirement.
- 2.6.2. Provide frequent and regular inspections of the job sites by competent persons.
  - Competent person means one who is capable of identifying: existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to prompt corrective measures to eliminate them.
- 2.6.3. Prohibit the use of any machinery, tool material, or equipment that is not in compliance with applicable requirements
- 2.6.4. Permit only those employees adequately trained to operate machinery or equipment.
- 2.6.5. Provide training for all employees in
  - Recognition and avoidance of unsafe conditions
  - Workplace safety and health requirements
  - Applicable hazards, safe handling, and personal protective equipment necessary for handling poisons, caustics, flammables, and other harmful substances relevant to their job duties

- Specific hazards and procedures for entering confined spaces if applicable
- 2.6.6.** Provide training for all employees in
- 2.6.7.** Provide provisions for medical care and first aid.
- 2.6.8.** Develop an effective fire protection and prevention plan.
- 2.6.9.** Insure appropriate housekeeping measures including walkways and removal of combustible scrap and debris.
- 2.6.10.** Require the wearing of appropriate personal protective equipment such as hard hats, safety glasses, steel toe shoes, or other appropriate protective equipment in all operations where there is an exposure to hazardous conditions.
- 2.6.11.** Develop an emergency action plan covering designated actions employers and employees must take to ensure employee's safety from fire and other emergency.
- Plan must be in writing for employers with greater than 10 employees.
  - All employees must be trained upon initial assignment on the parts of the plan the employee needs to know in the event of an emergency.
- 2.6.12.** Provide access to hand washing facilities, toilets, and an adequate supply of drinking water.
- 2.6.13.** Provide safety and health signage that are clearly visible to construction workers and public.
- 2.6.14.** Conduct regular safety meetings.

## **V. GENERAL CODE AND STANDARDS**

The design and specifications shall conform to, but shall not be limited to the following standards set by this:

- (i) National Building Code of the Philippines (NBCP), latest edition
- (ii) National Structural Code of the Philippines (NSCP), latest edition
- (iii) Fire Code of the Philippines (PD 1185)
- (iv) Uniform Building Code
- (v) Accessibility Law (BP 344)
- (vi) Philippine Electrical Code (RA 184)
- (vii) Philippine Mechanical Code
- (viii) Revised National Plumbing Code of the Philippines (RA 1378)
- (ix) Code on Sanitation of the Philippines (PD 856)
- (x) Ecological Solid Waste Management Act (RA 9003)
- (xi) Applicable Local Regulations and Ordinances

With respect to the actual construction, applicable rules and regulations prescribed by the following agencies and/or embodied in the following shall be observed:

- (i) Department of Public Works and Highways
- (ii) Department of Health
- (iii) National Pollution Control Commission
- (iv) Department of Environment and Natural Resources
- (v) Bureau of Fire Protection
- (vi) Applicable Building Laws in the City of Manila

## **VI. ANNEXES**

### **A. SCOPE OF WORK**

The Contractor is required to perform the following scope of work:

#### **1. Review of Existing Information**

Review the basic design parameters, space distribution matrix, affected facilities and detailed scope of work.

The Contractor shall ensure that it will procure from the owner significant project information such as environmental conditions, environmental survey & investigation reports. The information provided by the owner for the contractor may not be as detail as complete and as desired hence, therefore that it's contractors responsibility to secure any information that maybe lacking. These are readily available from the Owner, such shall be used to define project design criteria and shall serve as basis for any revised establish detail project cost estimates.

#### **2. Architectural Works**

The Contractor is enjoined to have thorough understanding of the activities and services conducted on the BUREAU OF CUSTOMS Gymnasium. The architectural layout of the proposed building is aligned to the development of the institution and its environs. The architectural features to be installed shall address the need of the institution and its clientele. The design shall be responsive to the flow of people in and out of the structure and activity within and proximate to the project site and to the nearby buildings.

The building façade shall be a combination of drywall painted panels, glass walls, and CHB. Flooring finishes shall be a combination of homogeneous tiles, ceramic tiles and carpet tiles except on the area that requires sports flooring finish. Drop Ceiling shall be a combination of acoustic board and gypsum board.

The architectural design shall address all the requirements and other requirements elsewhere in these specifications and shall be compliant to the National Building Code of the Philippines and all other relevant codes and standards.

All furnishings required in the scope of work shall be to the satisfaction and approval by the Owner.

#### **3. Mechanical Works**



The Contractor shall design all mechanical works in conformity to the Philippine Mechanical Code, Fire Code of the Philippines and other relevant codes, laws and ordinances.

The scope of work of the Contractor consists of performing all operations involved in the detailed design, supply, installation, balancing and testing of the HVAC system and fire protection and suppression systems, all in compliance to the Philippine Mechanical Code, Fire Code of the Philippines and other relevant codes, laws, ordinances and regulations and to the satisfaction of the Owner.

The design of the air-conditioning system shall be in accordance with the latest air conditioning technology, either for centralized air conditioning or for a segregate air conditioning system.

The Contractor shall supply and furnish all materials brand new and of superior quality.

In general, the work shall include, but not limited to, the design, supply, and installation and putting the system into satisfactory operation of the following principal items:

1. Air-conditioning system, including controls, related accessories and piping;
2. Air distribution ductwork, plenums, grilles, dampers, and related accessories;
3. Exhausts systems including fans and ductwork.
4. Local ventilation system for transformer rooms, emergency, generator rooms, electrical rooms, and any other areas that require mechanical ventilation;
5. Automatic control system and other devices;
6. Thermal insulation for refrigerant piping, air-conditioning and exhausts ductworks;
7. Noise and vibration control materials and devices;
8. Fuel oil system for the emergency generators complete with storage and auxiliary tanks, pumps and piping, including generator flue gas exhaust and radiator discharge ductwork;
9. Life safety system and smoke evacuation/extraction systems;
10. Motor controllers, including variable frequency drives as required, and motors, controllers and control devices as required and motor control centers;
11. Electrical wiring interconnection between motors, controllers and control devices as required for the proper operation of the systems;
12. Testing, adjustments, balancing and commissioning of all systems;
13. Painting and labeling of all equipment and accessories.

The design and provision of the HVAC system shall comply with the following codes and standards:

Code

1. Philippine Mechanical Code

2. Uniform Mechanical Code
3. Fire Code of the Philippines
4. National Building Code of the Philippines
5. Philippine Electrical Code
6. Revised National Plumbing Code of the Philippines
7. Uniform Building Code

Standards

1. American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE), current editions
2. American Society of Mechanical Engineer (ASME)
3. National Fire Protection Association (NFPA)
4. American Society of Testing Materials (ASTM)
5. Air Moving and Conditioning Association (AMCA)
6. Air Diffusion Council (ADC)
7. American National Standard Institute (ANSI)
8. American Refrigeration Institute (ARI)
9. Sheet Metal and Air Conditioning Contractor's National Association, Inc. (SMACNA)
10. National Electrical Manufacturer's Association (NEMA)
11. Underwriters Laboratory (UL)
12. Factory Mutual (FM)
13. Deutsh Industrie Norm (DIN)
14. Japanese Industrial Standards (JIS)
15. British Standards (BS)

### **3.1 Description of System**

**Air-Conditioning System.** The air-conditioning requirement of the building shall be served by a direct-expansion, Variable Refrigerant Flow (VRF) units. Air-conditioned areas shall be provided with a combined ceiling-concealed type Fan Coil Units and split-type wall mounted Fan Coil Units. Outdoor units (ACCU) shall be located at each respective floor level. The condensing units can be installed and hanged with brackets or floor mounted.

**Ventilating System.** All toilet, pantries, and active storage rooms shall be provided with local mechanical exhaust fans. Air ventilation shall be through galvanized steel ductwork.

**Air Pressurization and Smoke Venting System.** The stairwell, are pressurized in the event of fire through the automatic operation of the pressurization fans. Pressurization air will be injected at every other floor. In the event of fire, the floor on fire shall be subjected to smoke evacuation, while the floors above and below it shall be pressurized. The vestibule of the floor on fire shall be kept under neutral pressure. Fire mode operation of both stairwell pressurization and smoke evacuation fans shall be at the activation of the smoke detection system.

### **3.2 Equipment Specification Guideline**

#### **1. Single Unit Air-conditioning System**

##### **i. General**

- a.1 Unit shall be air cooled, split-type, or floor mounted air conditioner consisting of one outdoor unit and single indoor unit, each having capability to cool independently for the requirements of the rooms.
- a.2 Inverter controlled compressor shall be capable of changing the speed linearly to follow variations in cooling and heating load. Outdoor unit shall be suitable for mix-match connection of the following models: (1) Wall mounted type; (2) Floor mounted type.
- a.3 The refrigerant piping can be extended up to 100m with 50m level difference without any oil traps. The 50m level difference is based on the case where the outdoor unit is located above the indoor unit. Where the outdoor unit is located under the indoor unit, the difference is at maximum of 40m. The level difference between indoor units in one refrigerant circuit shall be 15m. Both indoor unit and outdoor unit are assembled, tested, and charged with refrigerant at the factory.

##### **ii. Capacity**

Unit shall have a total capacity as shown on the equipment schedule on the plans.

##### **iii. Refrigerant Circuit**

- c.1 The refrigerant circuit shall include an accumulator, plural electronic expansion valves, one or two oil separators, a receiver and liquid and gas shutoff valves. Filter drier and crankcase heaters shall be furnished.
- c.2 The outdoor unit shall have one of scroll type or two of reciprocating or scroll compressors. The indoor unit shall be equipped with an electronic control valve to control refrigerant flow individually.

##### **iv. Safety Devices**

The following safety devices shall be part of the outdoor unit; high pressure switch, fused crankcase heater, fusible plug, thermal protectors for compressor and fan motor, over current protection for inverter, short recycling protection timer.

##### **v. Oil Recovery System**

Unit shall be equipped with an oil recovery system to ensure stable operation with long refrigerant piping.

vi. Oil Equalizer System

The outdoor unit with 2 compressors shall be equipped with an oil equalizer system to avoid unbalance between 2 compressors.

vii. Controls

g.1 Outdoor unit shall have a minimum of 12 capacity steps to meet load fluctuation and indoor unit individual control in case of inverter series.

g.2 Computerized Proportional-Integral-Derivative (PID) control shall be used to maintain a correct room temperature.

g.3 Unit shall be equipped with a self-diagnosis circuit for easy maintenance and service.

g.4 The indoor unit shall be operated individually and each having a remote controller with an ON/OFF switch, a fan speed selector, a timer, a thermostat setting button and LCD which indicates temperature setting, operation mode, malfunction code and filter cleaning timing, etc.

g.5 The remote controller shall store the latest malfunction code for easy maintenance.

g.6 Up to 16 indoor units can be controlled by one remote controller in case of group control operation.

viii. Related Accessories

h.1 The following accessories shall be provided:

- Piping branches and headers with insulation for quick work and smooth refrigerant flow;
- Remote control devices for operation and monitoring of indoor unit from remote;
- Multi-function centralized controller.

h.2 The monitoring function shall be capable of indicating operation and trouble signals of the indoor and outdoor unit to the remote.

h.3 Outdoor unit shall be provided with anti-corrosion treatment.

At the end of the design stage, the Contractor is expected to come up with the design construction phase, as enumerated in these specifications.

The work also includes testing, adjustments, balancing and commissioning of systems installed.

All furnishings required in the scope of work shall be to the satisfaction and approval by the Owner.

#### **4. Electrical and IT Works**

The Contractor shall design for the electrical and power supply system of the building in accordance with the Philippine Electrical Code, Philippine Mechanical Code, Fire Code of the Philippines, International Life Safety Code (NFPA 101), National Electrical Code (NFPA 70), National Building Code of the Philippines and other relevant codes, laws and ordinances.

The Contractor shall supply and install complete lighting system including all lighting fixtures, conduits, fittings, wires and wiring devices as well as grounding system and lightning arrester. The use of energy efficient lights is mandatory. The Contractor shall likewise furnish and install complete power system including all feeders, branch, circuits, wires and wiring devices. The Contractor shall supply and furnish all materials brand new and of superior quality. All wires must be sized to accommodate peak loads and future installation of additional electric-powered equipment and machineries.

The Contractor shall likewise supply and install local area network (LAN) wiring and structured cabling and other accessories suited for fiber optic connection for automatic link between main and satellite offices. All tables and cubicles shall have ready-provision for voice and data system. The Contractor shall coordinate with the BUREAU OF CUSTOMS-ICT personnel and its voice and data service providers for the configuration of the communications system. The Contractor shall supply and furnish all materials brand new and of superior quality. All wirings and accessories must be property sized suited for the operation of BUREAU OF CUSTOMS.

The Contractor shall supply and install of (1) Public Address System, (2) Multi-Media Conference System at the board room, (3) Audio System at the Multi-Purpose Conference Hall, (4) Biometric Attendance System, and (5) Queuing System, including all wiring and wiring devices and other accessories necessary for its function and operation. The Contractor shall supply and furnish all materials brand new and of superior quality.

In general, electrical and IT works shall consist of the following:

1. Electrical layout plan showing system of wiring, source, distribution, riser diagrams, panel boxes, and switches, and all other pertinent material as required by approving agencies.
2. A stand-by Generator Set, equipped with Automatic Transfer Switch (ATS), shall be provided as alternative power source to supply the entire building during power interruptions. Gen-set room shall be strategically located and designed as part of the site development.
3. Power provision shall be provided by the Contractor; however, the demand load, power supply and distribution line shall be coordinated by the Contractor with

the local utility provider, assisted by the Owner. Application for new power meter and load deposit fee for the power transformer shall be facilitated and borne by the Owner but the required documentary requirements such as load computation, electrical plans and diagrams shall be provided by the Contractor. Power house/mechanical room with transformer pad shall be strategically located and designed as part of the site development.

Electrical wirings and accessories shall be:

- i. Service Entrance – All wirings shall be THHN, IMC conduit, UL listed or approved equal.
  - ii. Interior Wiring – All wirings shall be THHN, 3.5mm<sup>2</sup> minimum size in PVC, sch. 40 conduit.
  - iii. Devices – All switches and receptacle shall be flush mounted type, 15 ampere, grounding type for convenience outlet.
  - iv. Lighting Fixtures – Use power-saving type fixture or LED lighting fixtures.
  - v. Circuit Breaker – Bolt-on type
  - vi. Panel Board – Ga. 16 GI sheet powder coated finish.
4. Security Monitoring System
- i. CCTV – Shall provide the necessary devices including wiring, accessories and equipment.
  - ii. Video Server – Shall be provided at the data center/server room.
  - iii. Camera – Shall be provided and strategically located at all public areas such as entrance, exit, hallways, corridors, elevator, driveways, lobby, parking, loading/unloading area, tellers and frontlines.
  - iv. Monitor – Shall provide at least 62-inch television with Cable TV (CATV) provision to be located at the following areas:
    - (1) Data Center/Server room;
    - (2) Security Lounge at the ground floor;
    - (3) Board of Director's Lounge;
    - (4) Board Room;
    - (5) General Manager's Lounge;
    - (6) Assistant GM's offices;
    - (7) Spokesperson's office;
    - (8) Central Information Unit office; and
    - (9) Ground Floor Main Lobby.
5. Fire Detection and Alarm System
- i. Every room and office shall be provided with smoke detector with 6.5 meter radius coverage or as specified in the Fire Code of the Philippines.
  - ii. Every exit door and stairs shall be provided with Manual Pull Station and Bell/Siren.
  - iii. Fire Alarm Control Panel (FACP) for the building shall be located at the ground floor near the receiving or information area.
6. Telephone
- i. Service Entrance Provision – Shall be provided by the local utility provider.
  - ii. Location of Service Entrance – Shall coordinate up to the Main Distribution Frame (MDF) of the building.
  - iii. Provide 1-50mm diameter PVC conduit spare for future expansion.

- iv. Main Distribution Frame (MDF) – Size shall be size up to 30% spare provision for future expansion, use Ga. 16 GI sheet in powder coated finish.
  - v. Telephone Terminal Connection (ITC) – Shall be provided for every floor level.
  - vi. New telephone units shall be provided as required.
  - vii. Telephone system design shall suit the BUREAU OF CUSTOMS operations with easy and quick communication links between main and satellite offices.
7. Data
- i. Main Tapping Hub – Shall be provided inside the IT/EDP room or electrical room.
  - ii. Local Area Network (LAN) – Shall be provided including LAN wiring using fiber optic cabling and provisions for LAN expansion and development.
  - iii. Wide Area Network – Shall be provided for data linkages of Owner’s remote offices with fiber optic cabling.
  - iv. Every room and office shall be provided with data point, size and type shall correspond to the need of every office.
  - v. Shall be compliant to the requirement of establishing Data Center.
  - vi. Design shall be coordinated with the Owner’s IT personnel and the Owner’s intranet/internet service provider (DCTech).
8. Structured Cabling

The Contractor shall supply and set up full cabling infrastructure to support data and voice points. The Owner reserves the right to revise the number of data and voice points required during the actual implementation. The Contractor is required to propose a solution to implement cabling system with the Structured Cabling System which include the following sub-systems:

- Work Area Sub-System
- Horizontal Sub-System
- Backbone Sub-System
- Telecommunication Room/Equipment Room/Entrance Facilities Racking Sub-System
- Telecommunication Room/Equipment Room/Entrance Facilities Fiber Pathway Sub-System.

The Structured Cabling System shall comply with the ANSI/EIA/TIA-568-B.2-1 Class E performance requirements, including ‘Component Compliance’ and ‘Channel Compliance’. Independent channel test reports must be produced for the system that is to be installed for both the channel and verification that the individual components are compliant.

International standards may be referenced where local standards do not provide adequate information for detailed administration scheme’s and support of BAS (Building Automation System) cabling systems. These include but are not limited:

- ISO 11801 – Specification of Structured Cabling for use within commercial premises
- ANSI/TIA/EIA-606-A – Administration Standard for the Telecommunications Infrastructure of Commercial Buildings

- ANSI/TIA/EIA-568-B.2-1 – Commercial Building Telecommunications Cabling Standard
- ANSI/TIA/EIA-607 “Commercial Building Grounding / Bonding Requirements”.
- TIA-942 – Telecommunications Infrastructure Standard for Data Centers
- ANSI/NFPA 70 National Electrical Code, CSA C22.1
- ANSI/EIA/TIA 492AAAC (OM3)
- BICSI Telecommunications Distribution Methods Manuals
- SSCP5-2000 (Singapore)
- Any local mandatory regulations

The Contractor shall have a quality system in place that conforms to the requirements of ISO 9000 series of quality related standards, or shall provide details of progression toward accreditation to the relevant standard.

The Contractor shall supply, install and perform the following cabling requirement:

- i. 50/125um OM3 multi-mode fibre optic cables for the network backbones in each building;
- ii. 9/125um OS1 single mode fibre optic cables for the network backbones exceeding 500m;
- iii. Category 6 Unshielded Twisted Pair (UTP) copper cables for horizontal cabling;
- iv. Perform end-to-end test for all data cables and information outlets and document the test results;
- v. Shall test all fiber and UTP cables with proposed network equipment test tools;
- vi. Shall label all cables, information outlets and patch panels according to standards consistent with industrial practice;
- vii. Shall provide complete documentation including schematic diagrams and drawings showing cable routing, cable runs, location of information outlet and patch panel configurations, together with full supporting documentation;
- viii. Shall provide any necessary screws, anchors, clamps, tie wraps, distribution rings, wire mouldings, miscellaneous grounding and support hardware, etc., necessary to facilitate the installation of the complete Structured Cabling System;
- ix. Shall maintain conductor polarity (tip and ring) identification at the Work Area Sub-system, Horizontal Sub-system, and Backbone Sub-system locations in accordance with industry practices.

#### 8.1 System Technical Requirements

The complete Structured Cabling System to be installed for this project shall be suitable to support analog and digital voice applications, data, local area network (LAN), video and low voltage devices for building controls and management on a common cabling platform. The systems to be supported include, but are not limited to:



## Telecommunications

- (a) Telephone
- (b) Facsimile
- (c) Telecom leased lines, including data services (DDS)
- (d) ISDN services, up to 2.048 Mbps
- (e) Exchange line services for PABX

## Data Networks

- (a) IEEE RS – 232-D, RS – 422, RS – 485
- (b) IEEE 802.3 10Base-T
- (c) IEEE 802.3 10Base-FL
- (d) IEEE 802.3 100Base-TX
- (e) IEEE 802.3 100Base-FX
- (f) IEEE 802.3 100Base-T
- (g) IEEE 802.3 1000Base-TX
- (h) IEEE 802.3 1000Base-SX
- (i) IEEE 802.3 1000Base-LX
- (j) IEEE 802.3 AE-10Gbase-SR
- (k) IEEE 802.3 10Gbase-T
- (l) ATM
- (m) FDDI
- (n) TP-PMD
- (o) DTE Power Compliance to IEC 60603-7-7 section 6.4.4,  
IEC 60603-7-7 section 6.4.4, IEC 60603-7-7 section 6.4.2,  
IEC 60603-7-7 section 6.4.1

## 8.2 Equipment/Station Patch Cord

The equipment/station patch cord shall meet or exceed the following standards:

- (i) All Category 6 TX PLUS equipment/station patch cords shall be factory terminated and supported by the system manufacturers with modular plugs featuring PAN-PLUG™ one piece, tangle-free latch design and clear strain-relief boots to support easy moves, adds and changes.
- (ii) The type of cable used for equipment/station cords shall be 4 pair Category 6 unshielded twisted pair UTP of a stranded construction. Each patch cord shall be QC, 100% performance tested at the factory in a channel test to the proposed TIA/EIA Category 6 standard.
- (iii) All equipment/station patch cord shall contain a molded strain relief for the cable termination.
- (iv) All equipment/station patch cord shall consist of round, 24 gauge tinned copper, stranded conductors insulated with solid polyolefin, tightly twisted into individual pairs and jacketed with flame retardant PVC. The patch cord shall come in standard lengths of one, two,

three, and five meters and six standard colors of Off White, Black, Blue, Green, Red and Yellow.

- (v) All equipment/station patch cord shall be UL rated 1863 and meet IEC 60603-7.
- (vi) All equipment/station patch cord shall meet FCC Part 68 Subpart F; contacts plated with 50 micro-inches of gold.
- (vii) The length of each station patch cord in Work Area shall be 2 meters, and the length of each equipment patch cord in Telecommunication Room/Equipment Room/Entrance Facility shall be either 2, 3 or 5 meters.

### 8.3 Work Area Sub-System

8.3.1 At each work area location the Contractor shall install two (2) RJ45 to RJ45 'Data' work area station patch cord into the telecommunication outlet (TO) designated as the 'Data' service. The exact configuration of which TO will be designated as the data outlet shall be confirmed with the Client prior to installation.

#### 8.3.2 Telecommunication Outlet

- (a) All telecommunication outlet (TO) shall be RJ45 8 position 8 conductor modular jack.
- (b) Please refer to 6.5.6 for Copper Termination Hardware.
- (c) All TO shall meet the requirements of ISO11801, EIA/TIA-568-B.2-1, for Category 6, Class D.
- (d) All TO shall accept 22 to 26 AWG insulated wire.
- (e) All TO shall be wired in ANSI/TIA/EIA T568B wiring schemes
- (f) All TO's shall be able to accommodate re-terminations without incurring permanent deformation or exhibiting signal degradation.
- (g) All TO's shall be Underwriter's Laboratories (UL®) listed.
- (h) Slope shutter faceplate that angles the modular jack to prevent kink is preferred. The distance from the rear of the jack to any surface behind the faceplate shall be a minimum of 30mm. If this distance cannot be achieved a surface mounted box shall be installed.
- (i) All outlet box must be secured firmly to the floor or wall. No outlet box should be hang loosely on the wall or left loosely on the floor.
- (j) The Contractor shall install two (2) modular jacks on the faceplate of each Service Outlet Box (SOB) in raised floor areas.
- (k) For non-raised floor areas, Contractor will have to provide outlet box and secure the knock out box on to any firm surface (floor or concrete wall).

#### 8.3.3 Service Outlet Box (SOB)

- (a) Both power outlets and telecommunication outlets to the raised-floor and under floor trunking outlet work area are on an integrated SOB. However, Contractor will have to provide the open adapter plate on the SOB. The telecommunication outlets

shall be installed on the faceplate, which will be screwed onto the adapter plates of the SOB.

- (b) The Contractor can propose, as an option, an angled adapter plate such that the telecommunication outlet can be installed at an angle, so as to relieve the bending strain on the station patch cord.
- (c) The Contractor shall fill all unused holes in the adapter plate of the SOB with stopper plugs.

#### 8.4 Cable Installation Practices

##### 8.4.1 Horizontal Cabling Common Installation Practices

- 1) The use of nylon tie wraps is not allowed in any portion of the horizontal cabling installation. Velcro style, hook and loop ties with a minimum width of 7 mm (.25in) shall be used to secure and dress cable. Black or white in color is preferred.
- 2) Avoid sharp bends that exceed four (4) times the outside diameter of the cable being installed e.g. cable diameter = 8 mm (.33 in), minimum and radius would be 32 mm (1.24 in).
- 3) Care should be exercised to avoid twisting of cabling during installation.
- 4) No kinks or hard twists are allowed in any cable run.
- 5) Maximum pulling tensions for four pair 23-24 AWG UTP cables shall not exceed 110 Newton (25 lbs) per 304.8 mm (12 in) to avoid stretching the conductor during installation.
- 6) Minimum amount of slack at the outlet is 304.8 mm (12 in).
- 7) The maximum distance for the permanent link (excluding patch cables) will not exceed 90 m (295 ft).

##### 8.4.2 Horizontal Cable slack or Service Loops

- 1) Shall be provided at each end of installed horizontal cable plant.
- 2) Where possible the recommended minimum amount of slack for all cabling in the communications room should be 3 m (10 ft.) and slack must be in a figure "8" configuration.
- 3) Service loop should be 1 m (3.3 ft) for optical fibre and 304.8 mm (12 in) for twisted pair at the outlet. Include the slack in all length calculations to ensure cable permanent link does not exceed 90 m (295 ft).
- 4) In some cases it might not possible to provide a slack loop.
- 5) Do not use patch cable connectors or extenders to increase any cable length.
- 6) Do not secure communication cables to power cords.
- 7) Do not secure patch cables in a loop.
- 8) Do not install Velcro cable ties within 609.6 mm (24 in) of a bend or turn.
- 9) Cable jacket removal must be the minimum possible when terminating jacks ensuring the integrity of the pair wire twist is

maintained. Jacket removal shall not exceed a maximum of 25 mm (.25 in).

#### 8.4.3 Cable Tray, J-Hooks, and Conduits

- 1) Precautions that should be observed include the elimination of cable stress as caused by tension in suspended cable runs not located in cable tray or conduit.
- 2) J-Hooks shall be installed alternated between 1219.2 mm (4 ft) and 1524 mm (5 ft). The interval must vary in a single run to prevent a standing wave induction on the cable.
- 3) All cables exiting or leaving the raceway shall be supported within 1524 mm (5 ft) with an approved support method.
- 4) Hook and loop or cable management rings are to be spaced no greater than 1524 mm (5 ft) apart. They are not to support more than 50 single 4 pair or (25 dual 4 – pair) cables.
- 5) All communications cables shall be installed in a cable tray, J-Hooks, wire way, or conduit and perpendicular to fluorescent lighting and electrical power cables or conduits.
- 6) All cables shall remain within the pathway; cable tray, wire way, or conduit until necessary to breakout at the work area.

#### 8.4.4 Other general practices

- 1) LAN signals shall not be split or shared with any other signal
- 2) Only one connection per four pair cable/jack is allowed
- 3) The minimum clearance between electrical conduits and communications cables routed in parallel under a raised floor is 304.8 mm (12 in).
- 4) The minimum clearance between power cables and communications cables routed in parallel is 304.8 mm (12 in) except when in divided cable tray.
- 5) Install minimum of 152.4 mm (5 in) away from any light fixture or other source of electromagnetic interference (EMI).
- 6) Do not install communications cabling in elevator shafts as this causes electrical interference.
- 7) Cables placed in conduit shall not exceed the fill capacities as listed in the ANSI/EIA/TIA-569, even though the maximum fill quantities as listed in ANSI/NFPA 70 are less stringent.
- 8) Pull cables gradually and with constant tension, taking care not to crush or pin bundles.
- 9) Be particularly careful when pulling cable around corners, watching out for nails and sharp edges that could damage the insulation.
- 10) Do not step on cable during installation.
- 11) If cable supports crush or compress horizontal copper cables, the conductor pairs can be damaged. To avoid this, use plastic stand-off cable staples rather than metal cable staples or staple guns.

- 12) Support horizontal cable bundles using broad support J-hooks or cable trays. Do not use narrow “bridle rings” since they tend to crush the cables/
- 13) Terminate per manufacturer instructions. Improper terminations are another leading cause of cabling performance problems.
- 14) Do not splice or repair damaged cables between the IT Communications room and the outlet locations. A new cable must be installed if there is any damage.
- 15) Do not install communications cables directly on top of ceiling tiles, grids, or light fixtures. Always use proper support e.g., cable tray, j-hooks, and other approved methods to support the cables and keep them at least 152.4 mm (6 in) in away from fluorescent light fixtures.
- 16) Ceiling support wire or rod will not be the means of supporting cables.
- 17) Communications cables shall not be supported from power conduits or wire ways.
- 18) All cables shall be secured when exiting or leaving the cable tray.
- 19) All cables exiting the cable tray shall have approved strain relief maintaining bend radius.

#### 8.5 Administration System

The Administration system consists of labeling hardware for providing circuit identification and patch cords and/or jumper wire used for creating circuit connections at the cross connects. The combined length of all patch cords, jumper wires and equipment cords shall not exceed 10m.

The type of patch cords to be used shall be of the same category of performance as the cable and connectivity components and of the same manufacturer so the individual components form an end to end warrantable solution.

#### 8.6 Identification System

##### 8.6.1 Horizontal Cabling

##### 8.6.2 Telecommunications Outlets

##### 8.6.3 Patch Cords

##### 8.6.4 Server and Network Equipment Cabinets

#### 8.7 Cable Testing Requirements

All cable plant installed by the Contractor shall be fully tested as detailed below. All test results shall be reported using the Permanent link model to the requirements of ISO 11801 and ANSI/TIA/EIA-568B.2-1 for the Category 6 cabling system installed. As a minimum requirement, the following parameters shall be tested and recorded:

##### 8.7.1 Data Grade Links (100% of cables) with a FLUKE DTX Cable Analyzer Level III Approved Tester

- 1) Length in meters

- 2) Wire map
  - 3) Insertion loss (attenuation)
  - 4) Attenuation to cross talk ratio (ACR)
  - 5) PowerSum attenuation to cross talk ratio (PSACR)
  - 6) Pair-to-Pair Near End Cross Talk level (NEXT)
  - 7) PowerSum Near End Cross Talk level (PSNEXT)
  - 8) Pair-to-Pair Equal Level Far End Cross Talk level (ELFEXT)
  - 9) PowerSum Equal Level Far End Cross Talk level (PSELFEXT)
  - 10) Return Loss
  - 11) Propagation delay
  - 12) Delay skew
  - 13) Date of test
- 8.7.2 Voice Grade links (100% of pairs)
    - 1) Pair continuity/rotation
    - 2) Date of test
  - 8.7.3 Fibre Optic links (100% of fibres)
    - 1) Length in meters
    - 2) Insertion loss of as measured at 850nm and 1,300nm, 1310nm and 1550nm in both directions with a power meter
    - 3) Date of test

8.8 Technical Support. On-site Move Day Support shall be provided by the Contractor with his technical support staff who is competent to troubleshoot and fix problems, including his Design Engineer responsible for the design of the system.

All furnishings required in the scope of work shall be to the satisfaction and approval by the Owner.

At the end of the design stage, the Contractor is expected to come up with the design construction plans, as enumerated in **Clause XI – Submittals** in these specifications.

## 5. Plumbing and Sanitary Works

The design of the water distribution system and facilities, sewer and waste disposal system and storm drainage system, among others, shall conform to the following codes and standards:

1. Revised National Plumbing Code of the Philippines
2. Uniform Plumbing Code
3. Sanitation Code of the Philippines
4. Uniform Building Code
5. American Society of Plumbing Engineers Handbook
6. American Society of Sanitary Engineers Handbook
7. ASHRAE Handbook

All design considerations/assumptions shall be based on the technical and detailed analyses and design computations.

The Contractor shall supply and install complete plumbing and sanitary systems including fixtures, fittings, appurtenances and piping system, among others. The use of low-flow fixtures is hereby recommended. Complete installation shall mean not only the major equipment and apparatus conveyed in these specifications, but all the incidental sundry components necessary for the complete execution of the works and for the proper operation of the installation, whether or not these supply components are not mentioned in detail in these specifications.

The Contractor shall supply and furnish all materials brand new and of superior quality. All fixtures must be sized according to use and its projected number of users.

The technical drawings and specifications shall clearly brand new and of superior quality. All fixtures must be sized according to use and its projected number of users.

## **5.1 Design criteria**

1. Sanitary Drainage and Sewerage
  - 1.1 Sanitary waste generated shall be drained by gravity to the existing sewer line at ground level.
  - 1.2 Drainage and sewerage shall be underground and covered type system.
  - 1.3 The drainage layout shall show all the required information such as direction of flow, manhole-to-manhole distances, and sizes of lines, invert elevation of manholes/catch basins/canals, location of outfalls, grits, grease traps, etc.
  - 1.4 Sewerage system shall be provided and designed at appropriate size to manage sanitary wastes.
  - 1.5 Sewer line shall be connected to the sewerage system before discharging to the nearest city drainage system.
  - 1.6 Waste from kitchen sink shall be provided with grease trap under the sink.
  - 1.7 All sewer and waste lines shall be de-clogged and leak tested.
  - 1.8 All fixtures shall be individually vented.
  - 1.9 Cleanouts shall not exceed 15m apart for straight horizontal run sewer line.
  - 1.10 Provide a secured and isolated storage within the laboratory premises for toxic heavy metals that are due for disposal.
2. Storm Drainage System
  - 2.1 Storm drainage shall be designed for an average rainfall intensity of 12 inches per hour, 15 minute duration, based on 10-year precipitation curve.
  - 2.2 Minimum slope for pipes shall not be lesser than ½%.
  - 2.3 Storm drainage shall be by gravity collection system.
  - 2.4 Roofs, decks, ledges and areas exposed to weather shall be provided with the appropriate type of drains and be connected into the

downspouts or leaders for disposal at the grade level into the rain catcher system.

2.5 Storm drainage system for floors above grade level shall be drained by gravity to the drainage line at ground level.

2.6 Drainage shall be provided for machine rooms, air handling unit (AHU) rooms, pump room, genset room, transformer pad, air-conditioned units and other utilities where needed.

2.7 All gutter/roof drain shall be provided with strainer.

2.8 Final disposal point shall be into the drainage line at ground level.

3. Cold Water Distribution System

3.1 Metering – main water meter for the building.

3.2 Hose bib shall be provided for the machine rooms, genset rooms, pump rooms, parking areas, and other utility rooms which requires water supply.

3.3 Group fixtures shall be provided with isolation valve (IV) per toilet area supplied. Irrigation supply stub-outs or hose bib shall be provided on all planter's areas.

3.4 Water tank shall be clean, disinfected, and leak-tested.

3.5 Booster pump and pressure tank, if any, shall be provided to meet the required minimum pressure.

3.6 Pressure reducing valve shall be provided on floors where pressure exceeds 80 psi.

3.7 Operating pressures of toilet/bathroom fixtures shall be considered.

3.8 Occupant water demand as per code requirement.

4. Water Supply and Distribution System

4.1 The design shall be on the basis of the source and volume of water supply, water consumption, piping network, and conveyance in accordance with the applicable laws, rules and regulations governing health, safety and sanitation.

4.2 Water storage tank shall be designed to accommodate fire and domestic uses where the number and size shall be supported with design computations.

**5.2 Materials Specification Guidelines**

**1. Sewer and Vent System**

1.a Sewer Lines – Lateral pipes shall be Polyvinyl Chloride (PVC) Pipes and Fittings, series 1000, locally manufactured.

1.b Kitchen Waste Lines – Hubless cast iron pipes and fittings, imported, locally available.

1.c Vent Lines – Polyvinyl Chloride (PVC) Pipes and Fittings, series 1000, locally manufactured.

1.d Brand Vent – Polyvinyl Chloride (PVC) Pipes and Fittings, series 1000, locally manufactured.



## **2. Storm Drainage System**

- 2.a Roof Drains – Dome type strainer with C.I. body, locally manufactured.
- 2.b Floor Drains – Square type with C.I. body, locally manufactured.
- 2.c Downspouts – Polyvinyl Chloride (PVC) Pipes and Fittings, series 1000, locally manufactured.
- 2.d Collectors – Polyvinyl Chloride (PVC) Pipes and Fittings, series 1000, locally manufactured.

## **3. Water Distribution System**

- 3.a Cold Water Lines – For risers and down-feeds: Galvanized Iron (G.I.) pipes and fittings, imported, locally available. For roughing-in of toilets: Polypropylene (PPr) pipes and fittings, imported, locally available.
- 3.b Fire Line – Shall be Galvanized Iron (G.I.) pipe, sch. 40, locally manufactured; fittings shall be malleable steel, imported, locally available.

## **4. Plumbing Fixtures**

- 4.a Water Closet – flush valve or tank type, siphon jet, floor or wall outlets, floor mounted, locally available. Consider sensor type fixture.
- 4.b Lavatory – counter-top or wall-hung or under-the-counter model, locally available. Consider sensor type fixture.
- 4.c Urinal – flush valve, locally available. Consider sensor type fixture.
- 4.d Kitchen sink – locally available.
- 4.e Utility sink – locally available.

At the end of the design stage, the Contractor is expected to come up with the design construction plans, at a suitable scale, as enumerated in these specifications.

All furnishings required in the scope of work shall be to the satisfaction and approval by the Owner.

## **6. Fire Protection and Suppression Systems**

The fire prevention requirements, automatic fire sprinkler, fire hydrants and fire hoses shall be provided on locations as specified in the codes, standards and local building laws, as applicable.

The work shall consider the design of fire hose cabinets, wet and dry stand pipe system, provision of fire hose cabinets and wet and dry stand pipe system, and

design/layout of automatic fire sprinkler system. Fire suppression system shall be the **addressable type**.

### **6.1 Codes and Standards**

- a. ASHRAE Handbook
- b. NFPA 101 – Life Safety Code
- c. NFPA 10 – Portable Fire Extinguishers
- d. NFPA 14 – Standard for the Installation of Standpipe and Hose System

### **6.2 Design Criteria**

- a. Portable Fire Extinguishers – shall be strategically located and shall conform to NFPA 10 with maximum travel distance equal to 75 ft.
- b. For the hydraulic analysis, hose allowance shall be 2-50GPM.
- c. Drain line for the system shall be provided with individual remotest test connection for each zone served.
- d. Special extinguishing system shall be provided on areas where expensive/or electronic equipment are stored.
- e. Generator room to be provided with portable fire extinguishers.
- f. Electrical room to be provided with portable fire extinguishers, CO2 or FE-36 type.
- g. Fire Hose and Wet & Dry Stand Pipe
  - i. The fire hose cabinet shall be installed for the purpose of extinguishing of fire in its incipient stage. Standpipe system shall be meeting Class II requirement.
  - ii. The fire hose cabinet shall be located at prominent and accessible position of each floor and the place shall be near exits in corridor.
  - iii. The number of fire hose cabinet in each section of the building is within 30 ft (9.20 m) of a nozzle attached to not more than 100 ft (30.50 L/min)
  - iv. The hose cabinets shall be made of sheet steel and consist of hose valve, discharge nozzle and hose for easy handling. The table of “HYDRANT” shall be affixed to the front of cabinets.
  - v. Each discharge nozzle shall discharge water at more than 50GPM (189.40 L/min.).
  - vi. Hose length shall be 1-1/2”Ø x 100 ft. (40mmØ x 30m) hose.
  - vii. The pump shall start automatically.
  - viii. The wet and dry stand pipe shall be located in non-combustible fire-rated stair enclosures.
  - ix. The capacity of fire hose valve in dry stand pipe system shall be more than 100GPM (379 L/min) and the discharge pressure shall not be less than 65 psi.
- h. The portable and mobile type fire extinguishers of required number and type shall be installed.
  - i. The portable ABC powder type fire extinguishers shall be installed at the other areas (mechanical rooms, storage rooms).
  - j. For flammable liquid, use Aqueous Film Foam System (AFFF) to prevent pre-ignition. Maximum travel distance is 75 ft.
  - k. Use 1230 fire protection fluid fire suppression system for server room/data center.

### **6.3 Material Specification Guideline**

1. Fire Hose Cabinet
  - 1.a Cabinet – Gauge #18, M.I. Steel, locally manufactured.
  - 1.b Hose – Imported, UL listed, rubber lined gasketed hose.
  - 1.c Fog Nozzle – Imported, UL listed, combination fog/nozzle stream.
  - 1.d Rack Pin – Locally manufactured.
2. Portable Fire Extinguisher – UL listed/FM approved, conforming to NFPA 10.
3. Signs – Locally manufactured, samples for approval.

#### **6.4 Pump and Motor System**

The Contractor shall design, supply and install fire suppression pumping and motor system that can accommodate the minimum requirements in the operation of the system. All fire pump, jockey pump, motor, sprinkler head, alarm assembly and alarm supervision system shall be UL listed and FM approved.

At the end of the design stage, the Contractor is expected to come up with the design construction plans, as enumerated in these specifications.

All furnishings required in the scope of work shall be to the satisfaction and approval by the Owner.

#### **7. Permits**

The Contractor shall process and secure all the necessary permits as required by authorities for the preparation, execution and upon completion of the contract. The Contractor shall coordinate with other government/private agencies and pay all fees incidental to the acquisition of the required permits.

Such documents include construction permits but not necessarily limited to the following documents:

1. Demolition Permit
2. Occupational Safety and Health Program
3. Building Permit
4. Fire Clearance Certificate
5. Occupancy Permit

Owner-furnished documents that will form part of the requirements in securing such permits have been consolidated and will be endorsed to the Contractor.

#### **8. Construction Works**

Proposed spaces for renovation shall comply with all the regulations and specifications herein set forth governing quality, characteristics and properties of materials, methods of design and construction, type of occupancy and classification.

All other matters relative to the design and construction of the building and other structures not provided for in these specifications shall conform to the provisions of the Fire Code of the Philippines and National Structural Code of the Philippines, as adopted and promulgated by the Board of Civil Engineering pursuant to Republic Act Number 544, as amended, otherwise known as the “Civil Engineering Law”.

The Contractor shall perform the construction activities, but not limited to, the following:

**i. Mobilization/Demobilization**

The Contractor shall mobilize and bring out into work, all personnel, plant and equipment, in accordance with his approved construction program, equipment moving and utilization schedule and manpower schedule, from its regular place of business to the site to undertake the contract.

Mobilization shall include the obtaining and transporting to jobsite of equipment, materials, tools, personnel, constructional plant and all necessary items for the execution and completion of the work and shall also include the setting up and the verification of all equipment, instrument and all other plant until it is rendered operable. It shall also include sufficient supply of spare parts for the construction plant. Breakdowns are to be repaired on site by the most expeditious, method possible at no cost to the Owner. In the event repairs being beyond the personnel or tools at the site to effect repairs in a reasonable time, such that the construction plant has to be removed from the site, then a replacement of machine or plant or equipment of a similar capacity shall be provided by the contractor at no additional mobilization costs to the Owner nor extension of completion of works.

Construction equipment once moved into the project site checked and accounted for by the Owner shall not be permitted, prior to the completion of the contract, to be moved out or transferred by the Contractor to another project site without the written approval of the Owner. Periodic check-up of the Contractor’s equipment moved-in for the contract shall be conducted by the Owner. The Contractor will pay to the Owner the amount equivalent to the rental rates of any equipment not accounted for during check-up for the number of calendar days the equipment have been removed (without the written consent of the Owner) from the project site until the said equipment have been returned. Such cases are grounds for disapproval of claims for time extensions of the Contractor.

Demobilization shall include dismantlement and removal from the site of Contractor’s plant, materials and equipment and all temporary facilities. Demobilization shall also include clean-up of the site after completion of the contract as approved by the Project Manager and transportation from the site of Contractor’s personnel.

**ii. Demolition and Relocation of Affected Structures**

Demolition works shall include complete removal of materials and debris of existing, storage room and other items affected by the demolition.

**iii. Site Clearing & Proper Waste Disposal**

General clearing operations include removal of demolished materials and objectionable matter, protection of existing structures/facilities left functional, and clearing to allow for new retrofitting. Provide barricades, coverings, or other types of protection necessary to prevent damage to existing structures/facilities not indicated to be removed.

The work includes cleaning up of debris resulting from site clearing operations continuously with the progress of the work. Remove debris from site in such manner as to prevent spillage. Keep area adjacent to site clean and free from dirt and debris at all times. Remove all waste material from site.

Dispose of materials, waste including toxic materials, trash and debris in a safe, acceptable manner in accordance with applicable laws and ordinances. Burying and burning of trash and debris at the site will not be permitted. Remove trash and debris from the site at frequent intervals so its presence will not delay the progress of the work or cause hazardous conditions to workers and the public.

Removed materials and debris that can be reused or recycled shall be disposed of properly to a site designated by the Owner. However, waste and trash that could no longer be reused or recycled shall be removed from the BUREAU OF CUSTOMS property and disposed of in a legal manner to a site preferred by the Contractor and agreed by the Owner. Location of the former's disposal site and length of haul shall be for the Contractor's responsibility.

**iv. Other General Requirements**

The Contractor shall carry out and complete all items of work within the scope of work in accordance with the approved plans and specifications.

**1. Contractor's Temporary Facilities**

The Contractor shall provide and maintain field offices including all the necessary utilities such as electricity, water, drainage, security, safety requirements and other temporary works necessary for the successful completion of the work. The cost for all the utilities shall be borne by the Contractor.

The Contractor's temporary facilities shall have sufficient area that will accommodate the offices for the Contractor and Owner's representative, storage area, complete with toilet fixtures and interior finishes. Plans and details shall be approved by the Project Manager prior to installation and/or construction.

The Contractor's temporary facilities shall include a stockpile area for bulky construction materials such as pre-cast panels, wire mesh, etc. The ground area shall be appropriately maintained, improved and leveled to provide mobility and easy access for identification and inspection of materials.

The facilities shall conform to the best standard for the required types and shall include office equipment, apparatus, pieces of furniture and other tools necessary for the prosecution of the work.

The Contractor shall provide all necessary safety tools, identifications, uniforms and equipment for the workers and his staff in accordance with the Safety Standard. The Contractor shall provide construction safety barricades along the perimeter of and/or within the project site. The type and material of these barricades shall be subject to the approval of the Project Manager.

The Contractor's temporary facilities shall be dismantled and removed from the site after completion of the contract as indicated in Clause 12(a) – Mobilization/Demobilization.

## **2. Field Office Equipment**

The Contractor shall likewise provide field office equipment for Project Manager's use such as laptop, printer/scanner/copier, projector and screen, digital camera and external hard drive, subject for turn-over to the Owner at the end of the Contract. The cost of such equipment shall be borne by the Contractor.

## **3. Engineering Support Services**

The Contractor shall submit additional detailed plans and analyses as required, which are necessary for the faithful completion of the works.

## **4. Progress Reports**

The Contractor shall prepare daily accomplishment report, supported with progress photographs and S-curves to monitor actual progress status report and to be used as basis for progress billing.

## **9. Post Construction Works Including Testing & Commissioning**

This work includes the testing and commissioning of all mechanical, electrical, IT and plumbing/sanitary systems that have been installed to provide the Owner a high level of assurance that all equipment and machineries are installed in a prescribed manner.

Commissioning also includes construction observation, spot testing, verification and functional performance testing and providing performance and operating information to the Owner. Problems observed shall be addressed immediately by the Contractor. The Contractor shall submit a schedule for the commissioning process which is integrated in the construction schedule.

The Contractor shall furnish the Owner the Operation & Maintenance (O&M) Manuals of all equipment and machineries installed, incorporating the technical literature as designed and as actually installed, together with brochures and warranty certificates. The O&M information shall be system specific, concise, to the point and tailored specifically to the facility

Water tank/cistern shall be designed and constructed leak free. As such, water tank/cistern shall be tested for hydrostatic and pressure leak test for 30 calendar days. Disinfection shall follow after passing the hydrostatic and pressure leak test in accordance with the standards of the Philippine National Standard for Drinking Water.

## **B. DESIGN AND CONSTRUCTION SCHEDULE**

The project shall be carried out within the duration herein specified.

1. Preparation of As-Built Detailed Architectural, Interior Design and Engineering including presentation and approvals), and Permit Acquisition - 150 cd
2. Construction Phase- 360 cd

## **C. MINIMUM REQUIREMENTS FOR A CONSTRUCTION SAFETY AND HEALTH PROGRAM**

Every construction project shall have a suitable Construction Safety and Health Program, which must be in accordance with these rules, and other orders and issuances issued by the DOLE. The Construction-in-Charge, or an equally responsible officer, shall be responsible for compliance with this Section.

### **a. Construction Safety and Health Committee**

#### **(a.1) Composition:**

- (i) Construction-in-Charge or his representative as chairperson ex-officio
- (ii) General Construction Safety and Health Officer
- (iii) Construction Safety and health Officers
- (iv) Safety Representative/Officer
- (v) Doctors, nurses and other health personnel pursuant to the requirements stated in Rule 1042 of the Occupational Safety and Health Services (OSHS)
- (vi) Workers' Representative

#### **(a.2) Duties and Responsibilities:**

- (i) The Construction-in-Charge or his representative shall act as the Chairperson of the committee.
- (ii) The committee shall conduct safety meetings at least once a month.
- (iii) The persons constituting the Safety and Health Committee shall, as far as practicable, be at the construction site whenever construction work is being undertaken.
- (iv) The committee shall continually plan and develop accident prevention programs.

- (v) The committee shall review reports of inspection, accident investigation and monitor implementation of the safety program.
- (vi) The committee shall provide necessary assistance to government authorities authorized to conduct inspection in the proper conduct of their activities.
- (vii) The committee shall initiate and supervise safety trainings for its employees.
- (viii) The committee shall initiate and supervise the conduct of daily brief safety meetings or toolbox meetings.
- (ix) The committee shall prepare and submit to DOLE, reports on said committee meetings.
- (x) The committee shall develop a disaster contingency plan and organize such emergency service units as may be necessary to handle disaster situations.

b. General Safety within Construction Premises

- (b.1) The provision for personal protective equipment, danger signs, barricades, and safety instructions for workers, employees, public, and visitors, such as, housekeeping, walkway surfaces, means of access, i.e. stairs, ramps, floor openings, elevated walkways, runways, platforms and light.

(b.2) Personal Protective Equipment

- (i) The Contractor shall provide adequate and approved type of protective equipment (hard hats, safety glasses with side-shields, rubber boots). Workers within the construction project site shall be required to wear the necessary Personal Protective Equipment (PPE) at all times.
- (ii) Construction worker who are working from unguarded surface six (6) meters or more above grade, temporary or permanent floor platform, scaffold or where they are exposed to the possibility of falls hazardous to life or limb, must be provided with safety harnesses and life lines.
- (iii) Specialty construction workers must be provided with special equipment, such as specialized goggles or respirators for welders and painters or paint applicators, and workers who worked in confined and enclosed spaces.
- (iv) All other persons who are either authorized or allowed to be at the construction site shall wear appropriate PPE.

(b.3) Safety Personnel

- (i) The Contractor shall provide for a full time officer, who shall be assigned as the general construction safety and health officer to oversee full time the overall management of the Construction Safety and Health Program.
- (ii) The general construction safety and health officer shall frequently monitor and inspect any health and safety aspect of the construction work being undertaken. He shall also assist government inspectors in the conduct of safety and health inspection at any time whenever work is being performed or during the conduct of accident investigation.



(b.4) Emergency Occupational Health Personnel and Facilities

- (i) The Contractor shall provide competent emergency health officer within the worksite duly complemented by adequate medical supplies, equipment and facilities. The services of a full-time registered nurse shall be required when the total number of workers exceeds 50 but not more than 200.
- (ii) Where the Contractor provides only a treatment room, he shall provide for his workers in case of emergency, access to the nearest medical clinic or to a medical clinic located within 5 kilometer radius from the workplace and can be reached in 25 minutes of travel. Such access shall include the necessary transportation facilities. In such situation, there shall be a written contract with the medical clinic to attend to such workplace emergencies.
- (iii) The engagement of an Emergency Health Provider for the construction project site shall be considered as having complied with the requirement of accessibility to the nearest hospital facilities.
- (iv) The Contractor shall always have in the construction site the required minimum inventory of medicines, supplies and equipment.

(b.5) Construction Safety Signage and Barricades

- (i) Construction Safety Signage shall be provided as a precaution and advisory to workers and the general public of the hazards existing in the worksite.
- (ii) Signage Procedure – the signage shall be:
  1. Posted in prominent positions and at strategic locations.
  2. As far as practicable, be in the language understandable to most of the workers employed in the site.
  3. For non-raised floor areas, the attached yellow CAUTION sign shall be used when using yellow CAUTION tape.
  4. For non-raised floor areas, the attached red DANGER sign shall be used when using the red DANGER tape.
  5. Placed in designated areas at 1.2 meters from ground level, if there is no other more practicable height for placement.
  6. Regularly inspected and maintained in good condition to achieve its purpose.
  7. Signages that are damaged, illegible, those no longer apply as to purpose, site or language, shall be removed or be replaced by the safety officer when needed.
  8. Removed after the hazard is completely eliminated. If upon work completion the hazard is still present, the signage shall remain in place.
  9. Designed and constructed following the Overall Dimensions of Safety Signs Formula as required by the Occupational Safety and Health Services (OSHS).

10. Specific with the type of hazard and should indicate the name of the contaminant/substance involved (for chemical hazards), and the type of PPE or respiratory equipment to be worn.
- (iii) Posting of Signage shall include, but not limited to the following places:
1. Areas where there are risks of falling objects.
  2. Areas where there are risks of falling, slipping, tripping among workers and the public.
  3. Prior to entry in project sites, locations and its perimeter.
  4. Where there is mandatory requirement on the usage of PPEs.
  5. Areas where explosives and flammable substances are used or stored.
  6. Approaches to working areas where danger from toxic or irritant airborne contaminants/substances may exist.
  7. All places where contact with or proximity to electrical facility/equipment can cause danger.
  8. All places where workers may come in contact with dangerous parts of machinery or equipment.
  9. Locations of the alarms and fire-fighting equipment.
  10. Locations for instructions on the proper usage of specific construction equipment, tools.
- (iv) Barricading Procedures – the following shall apply:
1. The contractor shall provide all necessary barricades, safety tapes, safety cones or safety lines as required in isolating or protecting an unsafe work area from other workers, pedestrians or vehicular traffic.
  2. Barricades shall completely enclose the hazardous area and effectively limit unintentional or casual entry.
  3. Barricades shall be three (3) feet vertical height from the ground, when no other more practical height specification is available.
  4. Barricades shall be maintained in good condition to achieve its purpose.
  5. Barricades that are damaged, faded or that no longer apply as to purpose, site or meaning, shall be removed or shall be replaced by the safety officer.
  6. Barricade tape shall not be used on the floor as this presents a slipping hazard of its own.
  7. In addition to using the proper warning tape, the contractor shall use the appropriate safety signage when barricading an area.
  8. All barricades shall be removed after the hazard is completely eliminated.
  9. Upon work completion, if the hazard is still present, the barricade shall remain in place.
- (v) Installation of barricades shall include, but not limited to the following worksites conditions:
1. hazardous areas
  2. trip hazard
  3. robotic movement
  4. energized electrical works

5. overhead suspended load test
6. critical high pressure test
7. chemical introduction
8. fall exposure
9. emergency response one
10. unsafe condition zone
11. danger zone
12. confined and enclosed space

(b.7) Safety and Health Information

- (i) Workers shall be adequately and suitably:
  1. Informed of potential safety and health hazards to which they may be exposed at their workplace.
  2. Instructed and trained on the measures available for the prevention, control and protection against those hazards.
- (ii) Every worker shall receive instruction and training regarding general safety and health common to construction sites which shall include, but not limited to the following:
  1. The basic rights and duties of the workers at the construction site.
  2. The means of access and egress, both during normal work and in emergency situations.
  3. The measures for good housekeeping.
  4. The location and proper use of welfare and first-aid facilities.
  5. The proper care and use of the items or personal protective equipment and protective clothing provided the workers.
  6. The general measures for personal hygiene and health protection.
  7. The fire precautions to be taken.
  8. The action to be taken in case of any emergency.
  9. The requirements of relevant health and safety rules and regulations.
- (iii) The instruction, training and information materials provided shall be given in a language or dialect understood by the worker.
  1. Written, oral, visual and participate approaches shall be used to ensure that the worker has understood and assimilated the information.
  2. Each supervisor or any person e.g. Foreman, lead man, and other similar personnel shall conduct daily tool box or similar meetings prior to the start of the operations for the day to discuss with the workers and to anticipate safety and health problems related.
  3. No person shall be deployed in a construction site unless he has undergone a safety and health awareness seminar conducted by safety professionals or accredited organizations or other institutions recognized by DOLE.

(b.8) Construction Safety and Health Reports

- (i) The Construction Safety and Health Report shall include:
  1. Monthly summary of all safety and health committee meetings
  2. Summary of all accident investigations/reports

3. Corrective/Preventive measures/action for each hazard
  4. Periodic hazards assessment with corresponding remedial measures for new hazards
  5. Safety promotions and trainings conducted/attended
- (ii) Submission of Reports:
1. The Contractor shall be required to submit a monthly construction safety and health report to the Bureau of Working Conditions (BWC) copy furnished the DOLE Regional Office concerned.
  2. In case of any dangerous occurrence or major accident resulting in death or permanent total disability, the concerned Contractor shall notify the appropriate DOLE Regional Office within twenty-four (24) hours from occurrence.
  3. After the conduct of investigation by the concerned construction safety and health officer, the Contractor shall report all disabling injuries to the DOLE Regional Office on or before the 20<sup>th</sup> of the month following the date of occurrence of accident using the prescribed forms of the DOLE/BWC.

#### (b.9) Workers' Welfare Facilities

- (i) Adequate supply of safe drinking water:
  1. If the water is used in common drinking areas, it shall be stored in closed containers from which the water is dispensed through taps or cocks. Such containers shall be cleaned and disinfected at regular intervals but not exceeding fifteen (15) days.
  2. Notices shall be posted conspicuously in locations where there is water supply that is not for drinking purposes.
- (ii) Adequate sanitary and washing facilities
  1. Adequate facilities for changing, storing and drying of work clothes.
  2. Adequate accommodation for taking meals and shelter.
  3. Separate sanitary, washing and sleeping facilities for men and women workers.
- (iii) Violations and Penalties
  1. Pursuant to the provisions of D.O. 13 and as circumstances may warrant, the DOLE shall refer to the Philippine Contractors Accreditation Board (PCAB) its findings, after due process, on any act or omission committed by construction contractors in violation of this rule, labor standards, safety rules and regulations and other pertinent policies. Any such violation committed by construction contractors, whether general contractors or sub-contractors, shall constitute as prima facie case of a construction malperformance of grave consequence due to negligence, incompetence or malpractice contemplated under RA 4566 (Constructors' Licensing Law), as amended, and its Implementing Rules and Regulations.
  2. In cases of imminent danger situations, the DOLE Regional Director shall issue a stoppage order pursuant to the provisions of Rule 1012.02 of the Occupational Safety and Health Services (OSHS) and

- other pertinent issuances for stoppage of operation or for other appropriate action to abate danger.
3. Pending the issuance of the order, the Contractor shall take appropriate measures to protect his workers.
  4. The stoppage order shall remain in effect until the danger is removed or corrected permanently.
  5. Non-compliance with the order shall be penalized under existing provisions of labor law.
  6. All processes and/or procedures in the conduct of General Labor Standards inspection including General Occupational Safety and Health/Technical Safety Inspection shall be governed by the provisions of Department Order No. 57-04 and its corresponding Manuals of Instructions.

**A. General Requirements**

No Contractor or subcontractor shall require any employee to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health or safety. In order to meet this general requirement, the Contractor must

1. Initiate and maintain programs (written) to comply with this general requirement.
  2. Provide frequent and regular inspections of the job sites by competent persons.
- Competent person means one who is capable of identifying: existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to prompt corrective measures to eliminate them.
- 2 Prohibit the use of any machinery, tool material, or equipment that is not in compliance with applicable requirements
  - 3 Permit only those employees adequately trained to operate machinery or equipment.
  - 4 Provide training for all employees in
    - Recognition and avoidance of unsafe conditions
    - Workplace safety and health requirements
    - Applicable hazards, safe handling, and personal protective equipment necessary for handling poisons, caustics, flammables, and other harmful substances relevant to their job duties
    - Specific hazards and procedures for entering confined spaces if applicable
  - 5 Provide provisions for medical care and first aid.
  - 6 Develop an effective fire protection and prevention plan.

- 7 Insure appropriate housekeeping measures including walkways and removal of combustible scrap and debris.
  - 8 Require the wearing of appropriate personal protective equipment such as hard hats, safety glasses, steel toe shoes, or other appropriate protective equipment in all operations where there is an exposure to hazardous conditions.
  - 9 Develop an emergency action plan covering designated actions employers and employees must take to ensure employee's safety from fire and other emergency.
    - Plan must be in writing for employers with greater than 10 employees.
    - All employees must be trained upon initial assignment on the parts of the plan the employee needs to know in the event of an emergency.
11. Provide access to hand washing facilities, toilets, and an adequate supply of drinking water.
  12. Provide safety and health signage that are clearly visible to construction workers and public.
  13. Conduct regular safety meetings.

#### **D. STAFF REQUIREMENT**

The Contractor shall provide adequate and qualified staff to perform the services required herein. The general qualifications for the key personnel are as follows:

<b>DESIGN KEY PERSONNEL</b>			
	<b>Required Professional</b>	<b>Minimum Qualification</b>	<b>Responsibility</b>
1.	Project In-Charge	Must be a licensed Civil Engineer or Architect with ample experience in the direction and administration of activities pertinent to the planning, design and construction of infrastructure projects.	<ul style="list-style-type: none"> <li>• Responsible for all the aspects of the project.</li> <li>• Responsible for the conduct of planning and finalization of project requirements, detailed engineering design and pre-construction activities including finalization of the Contractor's scope of work.</li> </ul>
2.	Structural Engineer	Must be duly licensed Civil Engineer with ample experience in structural design; has substantial knowledge in earthquake design of building	<ul style="list-style-type: none"> <li>• Responsible for the conduct of structural design and evaluation of the structural elements of the building</li> </ul>

		structures and shall preferably be knowledgeable in the application of rapid construction technologies.	during the detailed engineering stage.
3a.	Design Architect (Architect-of-Record)	<p>Must be duly licensed and an active member of Integrated and Accredited Professional Organization of Architects (IAPOA) with ample experience in the architectural design of residential, academic or institutional facilities and corporate buildings, site planning and landscaping.</p> <p>Must be duly licensed with good outstanding record in interior design practice with ample experience in interior design works.</p>	<ul style="list-style-type: none"> <li>Responsible for the conduct of architectural designs and details of the project components and other aesthetic aspects during the detailed engineering stage.</li> </ul> <p>Responsible for the conduct of interior design and details of the project components and other aesthetic aspects.</p>
3b.	Interior Designer		
4.	Professional Electrical Engineer	Must be duly licensed with ample experience in building electrical design, lighting, power distribution, switches and panels and preferably knowledgeable in efficient lighting technologies and energy management; has substantial knowledge in electronics systems design as well as smoke detection and fire alarm systems in buildings.	<ul style="list-style-type: none"> <li>Responsible for the conduct of all electrical design and details during detailed engineering stage.</li> <li>Responsible for the design and layout of data and communication facilities during the detailed engineering stage.</li> </ul>
5.	Professional Mechanical	Must be duly licensed with ample experience in mechanical design and installation of	<ul style="list-style-type: none"> <li>Responsible for the conduct of all mechanical design and</li> </ul>

	Engineer	HVAC and fire protection and suppression systems and preferably knowledgeable in emergent, alternative energy-efficient HVAC technologies.	details during detailed engineering stage.
6.	Sanitary Engineer / Registered Master Plumber	Must be duly licensed with ample experience in the design of building water supply and distribution systems, plumbing and sanitary systems including waste water management and treatment, and preferably knowledgeable in and emergent, alternative effluent collection and treatment systems.	<ul style="list-style-type: none"> <li>Responsible for the conduct of all sanitary design and details of the building during detailed engineering stage.</li> </ul>
7.	Electronics / Communications Engineer	Must be duly licensed with ample experience in building electronics and communications design, and preferably knowledgeable in efficient technologies; has substantial knowledge in electronics systems design in buildings.	<ul style="list-style-type: none"> <li>Responsible for the conduct of all electronics and communications design and details during detailed engineering stage.</li> <li>Responsible for the design and layout of data and communication facilities during the detailed engineering stage.</li> </ul>
8.	Cost/Quantity/ Specifications Engineer	Must be duly licensed Civil Engineer with ample experience in the preparation of technical specifications and detailed analysis of all applicable unit prices.	<ul style="list-style-type: none"> <li>Responsible for the preparation of detailed cost estimation for items of work, materials specifications and updating of the detailed bill of quantities based on detailed engineering plans.</li> </ul>
<b>CONSTRUCTION KEY PERSONNEL</b>			
1.	Construction-In-Charge	Must be a licensed Civil Engineer or Architect with ample experience in similar and comparable projects; must have a proven record of managerial	<ul style="list-style-type: none"> <li>Responsible for all aspects of the project implementation.</li> <li>Responsible for the mobilization,</li> </ul>



		capability through directing, managing and supervising of major civil engineering works of buildings and facilities similar in nature and complexity	<p>construction management and supervision of phases of work.</p> <ul style="list-style-type: none"> <li>• Responsible for organizing and directing the work of his staff in carrying activities required to ensure that the specified works are built in full conformity with approved contract documents and that payments to Contractor represent actual in-placed accomplishment.</li> </ul>
2.	Supervising Architect (Architecture In-Charge of Construction)	Must be duly licensed and an active member of Integrated and Accredited Professional Organization of Architects (IAPOA) with ample experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.	<ul style="list-style-type: none"> <li>• Responsible for the supervision of the architectural works during construction phase.</li> </ul>
3.	Structural Engineer	Must be duly licensed Civil Engineer with ample experience in structural design; has substantial knowledge in earthquake design of building structures and shall preferably be knowledgeable in the application of rapid construction technologies.	<ul style="list-style-type: none"> <li>• Responsible for the supervision of the structural works during the construction.</li> </ul>
4.	Professional Electrical Engineer	Must be duly licensed with ample experience in building electrical design, lighting, power distribution, switches and panels and preferably knowledgeable in efficient lighting technologies and energy management; has substantial knowledge in electronics	<ul style="list-style-type: none"> <li>• Responsible for the supervision of all electrical works during construction.</li> <li>• Responsible for the supervision of the electronics and communication aspect of the work during construction.</li> </ul>

		systems design, smoke detection and fire alarm systems in buildings.	
5.	Professional Mechanical Engineer	Must be duly licensed with ample experience in mechanical design and installation of HVAC and fire protection and preferably knowledgeable in emergent, alternative energy-efficient HVAC technologies.	<ul style="list-style-type: none"> <li>Responsible for the supervision of the mechanical works during construction.</li> </ul>
6.	Sanitary Engineer / Registered Master Plumber	Must be duly licensed with ample experience in the design of building water supply and distribution systems, plumbing and sanitary systems including waste water management and treatment, and preferably knowledgeable in and emergent, alternative effluent collection and treatment systems.	<ul style="list-style-type: none"> <li>Responsible for the supervision of all plumbing and sanitary works during construction.</li> </ul>
7.	Cost/Quantity/ Specifications Engineer	Must be duly licensed Civil Engineer with ample experience in the preparation of technical specifications and detailed analysis of all applicable unit prices.	<ul style="list-style-type: none"> <li>Responsible for the qualification of the actual construction progress and related variation order;</li> <li>Responsible in quantity surveys and cost estimation for items of work for buildings and facilities of similar nature.</li> </ul>
8.	Materials Engineer	Must be duly licensed Civil Engineer with Level 1 or 2 DPWH Accreditation for Materials Engineer and with ample experience in supervising materials investigations and quality control; must have a duly recognized experience in similar and comparable projects.	<ul style="list-style-type: none"> <li>Responsible for organizing and supervising the sampling and testing of materials proposed for use in the project components, so as to ensure adequate quality control of the works being constructed.</li> </ul>

## E. REPORTORIAL REQUIREMENT

The Contractor shall present (in PowerPoint format or equivalent) to the Owner his **Detailed Architectural Concept** within **20 calendar days** upon receipt of Notice to Proceed/Contract effectivity, but not necessarily limited to the following:

1. Exterior Perspectives
2. Interior Perspectives
3. Axonometric Plans with Outline Materials Specifications provided per Department
4. Floor Plans with Furniture Layout and Outline Intent Perspective Architectural Dimensional Floor Plans
5. Building Elevations (on all 4 sides)
6. Building Sections (minimum of 2 sections)
7. Reflected Ceiling Plans
8. Schedule of Finishes, Doors and Windows
9. Architectural Interior Plans (Detailed Floor Plan, Reflected Ceiling Plan and Interior Elevations) for the Main Lobby, Hallways, Elevator Lobbies, Board of Director's Offices, and Board Room

**F. SUBMITTALS, STAGES AND DELIVERY**

<b>A. STAGE 1 – DESIGN PHASE (Arch and ID)</b>				
<b>Delivery</b>		<b>Detailed Architectural Design Development Plans</b>	<b>Form</b>	<b>Efficiency</b>
<b>30 Calendar Days</b>				
<b>Initial Submittals</b>  <b>15 CD</b>	To begin immediately after Approval of Design Concept	1. Detailed Site Development Plan, Architectural Plans and Interior Design Plans	Colored Print A3 size paper	<b>1-Complete Set of Detailed Architectural Conceptual Plans</b> , duly signed and sealed by the Designer and drawn in suitable scale, for Owner's review & approval.
	20 CD to perform designs.	2. Exterior Perspective (4 views)	Colored Print A3 size paper	
		3. Interior Perspective (2 views)	Colored print A3 size paper	
<b>Final Submittals (Const.</b>	Immediately after Approval of Design	Complete Architectural and Interior Design Plans for	24" x 36"	<b>2-Complete Sets of the same Plans</b> , duly signed and sealed by the

<b>Drawings)</b> <b>15 CD</b>	Development Plans	application of Building Permit  All of the above considering the Owner comments/ revisions to be checked and approved immediately		Designer, for Owner's approval. Once approved, the Contractor shall reproduce the approved plans in <b>7 sets</b> and furnish the Owner such plans.
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Such review by the Owner is limited only as to completeness and consistency of the details of the plans submitted. Owner's review shall be done immediately after receipt of such plans.

**Distribution of Copies**

Approved plans shall be furnished to the following:

- (1) Owner - 2 sets original & 7 sets duplicate
- (2) Contractor - 1 set original & 1-duplicate

<b>B. STAGE 2 –CONSTRUCTION PHASE (ENGINEERING DESIGN)</b>				
<b>Delivery</b>		<b>Detailed Design Construction Plans</b>	<b>Sheet Size</b>	<b>Efficiency</b>
<b>30 Calendar Days</b>				
<b>Initial Submittals</b> <b>15 CD</b>	To begin immediately upon approval of the Detailed Architectural and Interior Design Plans  20 CD to perform	1. Detailed Site Development Plan 1.1 Complete Engineering Plans 1.2 Power System Site Development Plan 1.3 Lighting Site Development Plan 1.4 Data/Telephone Site Development Plan	24" x 36" 24" x 36" 24" x 36" 24" x 36"	1-Complete Set of Plans (in blueprinted paper) and 1-Complete Set of Documents, duly signed and sealed by the Designer and drawn in suitable scale, for Owner's review &

	designs.		36"	approval.
		1.5 Site Development Plumbing Layout	24" x 36"	
<b>Final Submittals</b> <b>15 CD</b>	To begin Immediately after approval of Engineering Design Plans	2. Architectural / Engineering Construction Plans		1-Complete Set of Plans (in tracing paper / reproducible copy), 1-Complete Set of Plans (in blue print copy), 1-Complete Set of Plans (in CADD editable file) and 1-Complete Set of Documents, duly signed and sealed by the Designer and drawn in suitable scale. Once approved, the Contractor shall reproduce the plans in 9 duplicate copies and 4 duplicate copies of the Documents and furnish the Owner such plans and documents.
		2.1 Architectural and Finishes Plans	24" x 36"	
		2.2 Structural Engg Plans	24" x 36"	
		2.3 Electrical Engg Plans	24" x 36"	
		2.4 Mechanical / Fire Protection Works Plans	24" x 36"	
		2.5 Plumbing and Sanitary Engg Plans	24" x 36"	
		2.6 Electronics and Comm Engg Plans	24" x 36"	
		2.7 Utilities / Accillaries Plans	24" x 36"	
		2.8 Other Required Plans	24" x 36"	
			All of the above, considering all the inputs, comments revisions etc from the Owner	

### **Distribution of Copies**

Approved plans and documents shall be furnished to the following:

- (1) Owner - 1 set of Plans original & 3-sets of Plans duplicate

(PMO: 1-original, 1-duplicate/ECD: 1-duplicate/COA: 1-duplicate)

- 1 set of Plans in tracing paper/reproducible copy (ECD)

- 1 set of Plans in CADD Editable File (ECD)

- 1 set of Documents original & 4-sets of Document duplicate

(PMO: 1-original, 1-duplicate/ECD: 2-duplicate/COA: 1-duplicate)

(2) Contractor - 1 set of plans original & 7 sets of Plans duplicate

(1-original, 1-duplicate, 5-duplicate for permits)

- 1 set Documents original

#### **A. Detailed Report Submittals**

The Contractor shall submit five (5) copies of signed and sealed reports and documents together with the Detailed Design Construction Plans as follows:

i. Quantity Calculations

Complete quantity and cost calculations for every item of construction work specified in the Bill of Quantities. In particular, the quantities and cost of each work item according to area of application shall be calculated and a bill of quantities shall be prepared.

ii. Design Report

Summarizing the basis for the design presented and including all design calculations properly indexed.

iii. Consolidated copy of All Specific References

#### **Distribution of Copies**

The aforementioned documents shall be furnished to the following:

(1) Owner - PMO: 2 sets/ECD: 1 set/COA: 1 set

(2) Contractor - 1 set

#### **B. Permits**

The Contractor shall submit to the Owner original copy of all permits and clearances/certificates issued by regulatory body. Photocopies may be retained by the Contractor for use in the field.

Prior to any construction work, the Contractor shall submit all construction permits but not necessarily limited to the following documents:

- (1) Demolition Permit
- (2) Excavation Permit
- (3) Building Permit
- (4) Fire Clearance Certificate
- (5) Occupational Safety and Health Program

Upon completion of the project, the Contractor shall submit:

- (1) Occupancy Permit
- (2) Other permits/clearances as may be required.

### **C. Construction Phase**

The Contractor shall prepare Daily Accomplishment Report, supported with progress photographs and S-curves to monitor actual progress status of the project. The daily accomplishment reports shall be consolidated weekly and submitted monthly to the Owner. Such reports will form part of the requirements for progress payments.

Shop drawings, when required by the Project Manager, shall also be prepared and submitted to the Owner at the time and period required by the Project Manager. Such shop drawings will form part of the requirements for progress payments.

As a rule, contract implementation guidelines for procurement of infrastructure projects shall comply with Annex "E" and guidelines for the implementation of contracts for DESIGN AND BUILD infrastructure projects shall comply with Annex "G" of the Revised IRR of RA 918. The following provisions shall supplement the procedures:

1. No works shall commence unless the contractor has submitted the prescribed documentary requirements and the Bureau of Customs has given written approval. Work execution shall be in accordance with reviewed and approved documents.
2. The contractor shall be responsible for obtaining all necessary information as work to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the concerned Building Officials to meet all regulatory approvals as specified in the contract documents.
3. The contractor shall submit a detailed program of works within (7) calendar days after the issuance of the Notice to Proceed for approval by the Procuring Entity that shall include, among others:
  - a. the order in which it tends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction,
  - b. Periods for review of specific outputs and any other submission and approvals;
  - c. Sequence of timing for inspection and tests;
  - d. General description of the design and construction methods to be adopted;

- f. List of equipment required on site for each stage of the work;
- g. Description of the quality control system to be utilized for the project.

4. Any errors, omissions, inconsistencies, inadequacies or failure submitted by the contractor that does not comply with the requirements shall be rectified, resubmitted and review at the contractor's cost. If the contractor wishes to modify the design or document which has been previously submitted, reviewed and approved, the contractor shall notify the Bureau of Customs within reasonable period of time and shall shoulder the cost of such changes.

5. As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders:

- a. Change orders resulting from design errors, omissions, or nonconformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the Bureau of Customs.

- b. Provided that the contractor suffers delay and/or incur costs due to changes or errors in the Bureau of Customs performance specifications and parameters, the contractor shall be entitled to either one of the following:

- An extension of time for any such delays under Section 10 of Annex "E" of R-1RR (RA 9184); or,
- Payment for such costs as specified in the contract documents, provided, that the cumulative amount of the variation order does not exceed ten percent (10%) of the original project cost.

- c. The contract documents shall include the manner and schedule of Payment specifying the estimated contract amount and Installments in which the contract will be paid,

- d. The contractor shall be entitled to advance payment subject to the Provisions of sections 4 of Annex E, RRR (RA 918).

- e. The Bureau of Customs shall define the quality control procedures for the design and construction in accordance with the Bureau of Customs guidelines and shall issue the proper certificates of acceptance for sections of the works or whole of the works as provided for in the contract documents,

- f. The contractor shall provide all necessary equipment personnel, instruments, documents and others to carry out specified tests.

- g. The design and built projects shall have a minimum Defects Liability Period of one (1) year after contract completion or as provided for in the contract documents. This is without prejudice to the liabilities imposed upon the engineer architect who drew up the plans



and specification for building sanctioned under Section 1723 of the New Civil Code of the Philippines.

h. The contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty period of 15 years for permanent structures/buildings as specified in Section 62.2,3,2 of the R-IRR (RA9184)

#### **D. Post Construction Phase**

##### **Initial Submittals**

Within 10 calendar days upon completion of the project, the Contractor shall submit **One (1) Complete Set of As-Built Plans** (printed in blueprinted paper) duly signed and sealed by the Contractor, drawn in 24" x 36" drawing sheets, subject for review by the owner. Such review by the Owner is limited only as to completeness and correctness of the details of the plans submitted.

##### **Final Submittals**

When the preliminary submittal is in accordance to the as-built structure, upon notification by the Project Manager, the Contractor shall submit another set of the same plans and other documentation, subject for approval by the Owner, in the following form:

- (1) 1 – complete set of As-Built Plans (in tracing paper/reproducible copy)
- (2) 1 – complete set of AS-Built Plans (blue print copy)
- (3) 1 – set of Electronic File of the As-Built Plans (CADD editable file)
- (4) 5 – Sets of Operation and Maintenance Manual, in book form and printed in 8" x 11" size paper, of all equipment and machineries installed, incorporating the technical literature as designed and as actually installed. The O&M information shall be system specific, concise, to the point and tailored specifically to the facility.
- (5) 1 – set original & 4 – sets duplicate copies of Warranty Certificates of all equipment supplied and installed.
- (6) 1 – set original & 4-sets duplicate copies of Occupancy Permit and other permit(s) or clearances as may be required.

When the reproducible copy (tracing paper) of the As-Built Plans has been approved, upon notification by the Project Manager, the Contractor shall reproduce the as-built plans in 5-complete sets (blue print copy) and submit the same to the Owner.

## ***Section VII. Drawings***

***Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.***

## *Section VIII. Bill of Quantities*

PROJECT: Repair/Renovation of BOC Gymnasium

LOCATION: Gate 3, 16<sup>th</sup> Street, South Harbor, Port Area, Manila

<b>SUMMARY- BILL OF QUANTITIES</b>					
<b>SPEC'S ITEM NR</b>	<b>NAME OF ITEM</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>QTY</b>	<b>AMOUNT</b>
A	MOBILIZATION/DEMOBILIZATION ( INCLUDING TRANSFER OF GENSET )	lot		1.00	
B	DEMOLITION WORKS			495.50	
	Removal of existing roof of front structure	m <sup>2</sup>		40	
	Removal/replacement of existing perimeter wall of front structure	lm		30	
	Removal of existing gym wood flooring	m <sup>2</sup>		250	
	Removal of existing kitchen and toilet t rear area	m <sup>2</sup>		25	
	Removal of existing concrete stage	m <sup>2</sup>		20	
	Demolition of small portion of concrete bleachers	m <sup>2</sup>		12	
C	EXTERIOR WORKS				
	Front structure - welcome area, entrance	m <sup>3</sup>		56.00	
	Main gym building	m <sup>3</sup>		677.04	
D	INTERIOR WORKS				
	Front structure - welcome area, entrance	m <sup>3</sup>		88.50	

	Gym area	m <sup>2</sup>		677.04	
	Bleachers	m <sup>2</sup>		54.00	
	Showel, Sauna, toilets and storage, rear areas	m <sup>2</sup>		175.74	
E	MEZZANINE				
	Fitness gym	m <sup>2</sup>		163.00	

**TOTAL DIRECT COST** \_\_\_\_\_

**DIRECT COST**

Material Cost \_\_\_\_\_

Labor Cost \_\_\_\_\_

Equip Cost \_\_\_\_\_

Mobilization \_\_\_\_\_

**TOTAL DIRECT COST** \_\_\_\_\_

**INDIRECT COST** \_\_\_\_\_

Overhead 12% of DC \_\_\_\_\_

Contractors Profit 8% DC \_\_\_\_\_

**TOTAL INDIRECT COST** \_\_\_\_\_

**VAT (5% of DC + IC)** \_\_\_\_\_

**TOTAL PROJECT COST** \_\_\_\_\_

Amount in Words \_\_\_\_\_

Submitted by: \_\_\_\_\_

## ***Section IX. Bidding Forms***

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## Bid Form

---

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

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

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

Address: *[insert address]*

We, the undersigned, declare that:

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

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

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

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

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

- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) **We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].**
- (k) **We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.**

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

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

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

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

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



## Form of Contract Agreement

---

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

Binding Signature of Procuring Entity

\_\_\_\_\_

Binding Signature of Contractor

\_\_\_\_\_

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

## Omnibus Sworn Statement

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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. \_\_\_\_\_

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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** \_\_\_\_\_.

