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**Department of Finance**

**Bureau of Customs**

**Port Area, Manila**

BIDDING DOCUMENTS FOR THE

REPAIR and RENOVATION of the PORT of MANILA’S FORMAL ENTRY DIVISION (FED)

Project ID No. : INFRA-2016-003

November 2016

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***Section I. Invitation to Bid***

REPAIR and RENOVATION of the PORT of MANILA’S FORMAL ENTRY DIVISION (FED)

1. The **BUREAU OF CUSTOMS (BOC)**, through the General Appropriations Act for CY 2016, intends to apply the sum of ***Seventeen Million Sixty Six Thousand Pesos (Php17,066,000.00)*** being the total Approved Budget for the Contract (ABC) to payments under the contract for the **Repair and Renovation of the Port of Manila’s Formal Entry Division (FED)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The BOC now invites bids for **Repair and Renovation of the Port of Manila’s Formal Entry Division (FED)**. Completion of the Works is required within Forty Five (45) calendar days. Bidders should have completed, within three (3) years prior to the date of Pre-bid Conference, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instructions to Bidders (ITB).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

4. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least seventy five percent (75%) interest to outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to R.A. 5183 and subject to Commonwealth Act 138.

5. Interested bidders may obtain further information from BOC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 AM to 5:00 PM.

6 A complete set of Bidding Documents may be acquired by interested Bidders on November 18, 2016 from the address below and upon payment of a nonrefundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty *Five Thousand Pesos (₱25,000.00).* It may also be downloaded free of charge from the website of Philippine Government Electronic Procurement System (PhilGEPS) and the website of the BOC, provided that the Bidders shall purchase the Bidding Documents not later than the submission of their bids.

7. The BOC will hold a Pre-Bid Conference on November 25, 2016, 10:00 a.m. at the BOC-BAC Conference Room, General Services Division (GSD), Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manilawhich shall be open to all interested parties.

8. Bids must be delivered to the address below on or before December 8, 2016, 10:00 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.

9. Bid opening shall be on December 8, 2016, 10:00 a.m. at the BOC-BAC Conference Room, GSD, 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.

10. The BOC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder/s.

11. For further information, please refer to:

BOC BAC Secretariat

GSD, Ground Floor, OCOM Building

South Harbor, Gate 3, Port Area, Manila

Telefax No. 527-9757 / 527-4519

Email: [bacsecretariat@customs.gov.ph](mailto:bacsecretariat@customs.gov.ph)

**ATTY. ARTURO M. LACHICA, *CESO II***

Deputy Commissioner, IAG

BOC-BAC, Chairperson

# *Section II. Instructions to Bidders*

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## General

1. **Scope of Bid**
   1. The Procuring Entity as defined in the **BDS**, invites bids for the construction of Works, as described in Section VI. Specifications. The name and identification number of the Contract is provided in the **BDS**.
   2. The successful bidder will be expected to complete the Works by the intended completion date specified in **SCC** Clause 1.16.

## Source of Funds

The Procuring Entity has a budget or has applied for 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.

## Corrupt, Fraudulent, Collusive, and Coercive Practices

* 1. 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:
     1. defines, for purposes of this provision, the terms set forth below as follows:
        1. "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;
        2. "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;
        3. “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
        4. “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;
     2. 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
     3. 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.
  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. 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.

## Conflict of Interest

* 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:
     1. A Bidder has controlling shareholders in common with another Bidder;
     2. A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
     3. A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;
     4. 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. This will include a firm or an organization 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;
     5. 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;
     6. 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
     7. A Bidder who lends, or temporary 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.
  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, 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:
     1. If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
     2. If the Bidder is a partnership, to all its officers and members;
     3. If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
     4. If the Bidder is a joint venture (JV), the provisions of items (a), (b), or

(c) 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.

## Eligible Bidders

* 1. Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this Bidding:
     1. Duly licensed Filipino citizens/sole proprietorships;
     2. 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;
     3. 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;
     4. Cooperatives duly organized under the laws of the Philippines or
     5. 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.
  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**.
  3. Government Corporate Entities 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 dependent agencies of the GOP or the Procuring Entity.
  4. Unless otherwise provided in the **BDS**, the Bidder must have an experience of having completed at least one (1) contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted to current prices using the National Statistic Office 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 fifty percent (50%) of the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(vi).

* 1. Unless otherwise provided in the BDS, 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 bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

If the prospective bidder submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid: Provided, That if the same is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.

## Bidder’s Responsibilities

* 1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX. Bidding Formsas required in **ITB** Clause 12.1(b)(iii).
  2. The Bidder is responsible for the following:
     1. Having taken steps to carefully examine all of the Bidding Documents;
     2. Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
     3. Having made an estimate of the facilities available and needed for the contract to be bid, if any;
     4. Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 10.3.
     5. 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;
     6. 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;
     7. Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
     8. 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 and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
     9. Complying with the disclosure provision under Section 47 of the Act in relation to other provisions of Republic Act 3019; and
     10. Complying with existing labor laws and standards, if applicable.

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

* 1. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site and determined the general characteristics of the contract works and the conditions for this Project. Unless otherwise indicated in the **BDS**, failure to furnish all information or documentation required in this Bidding Documents shall result in the rejection of the bid and the disqualification of the Bidder.
  2. 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.
  3. 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.
  4. 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.
  5. 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. Bidders should note that the Procuring Entity will only accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

## Origin of GOODS and Services

Unless otherwise indicated in the **BDS**, 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.

## Subcontracts

* 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.
  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.
  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

1. **Pre-Bid Conference**
   1. 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.
   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 discussed during the pre-bid conference.
   3. Any statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

## Clarification and Amendment of Bidding Documents

* 1. Bidders who have purchased the Bidding Documents may request for clarification(s) on any part of the Bidding Documents or for an interpretation. 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.
  2. For the purposes of clarifying or modifying any provision of the Bidding Documents, Supplemental/Bid Bulletins may 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.
  3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Bidders who secure 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

1. **Language of Bids**

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English. If the eligibility requirements or statements, 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.

## Documents Comprising the Bid: Eligibility and Technical Components

* 1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:
     1. Eligibility Documents –

Class “A” Documents:

Legal Documents

(i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives;

(ii) Mayor’s/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

In cases of recently expired Mayor’s/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post qualification requirement in accordance with Section 34.2 of this IRR**;**

(iii) Tax Clearance per EO. 398, 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

(iv) PhilGEPS Certificate of Registration and membership

(v) Statement of all its ongoing government and private contracts within the period stated in the [BDS](#bds12_1aiii), 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

(vi) Statement identifying the bidder’s single largest completed contract similar to the contract to be bid, except under conditions provided for in Sec. 23.4.1.3 and 23.4.2.4 of the IRR, within the relevant period as provided in the BDS.

All of the above statement shall include all information required in the PBDs prescribed by the GPPB.

(vii) A valid Philippine Contractors Accreditation Board (PCAB) License or Special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract to be bid.

Financial Documents

(viii) Audited financial statements, stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;

(ix) NFCC computation in accordance with ITB Clause 5.5;

Class “B” Document:

(x) If applicable, the JVA in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners should be included in the bid, stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

(b) Technical Documents –

(i) Bid security in accordance with ITB Clause 18. If the Procuring Entity requires the bidders 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;

(i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments; or

(i.3) Bid Securing Declaration.

(ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and

(iii) Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.

## Documents Comprising the Bid: Financial Component

* 1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
     1. Financial Bid Form in accordance with the form prescribed in **Section IX. Bidding Forms**.**; and**
     2. Any other document required in the **BDS**.
  2. Unless indicated in the **BDS,** all Bids that exceed the ABC shall not be accepted.

## Alternative Bids

* 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.
  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.
  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.

## Bid Prices

* 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.
  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 "0" (zero) for the said item would mean that it is being offered for free to the Government.
  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.
  4. Unless otherwise provided in the **BDS**, 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 indicated in the **BDS** and specified in **GCC** Clause 48 and its corresponding **SCC** provision.

## Bid Currencies

* 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.
  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 BSP reference rate bulletin on the day of the bid opening.
  3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

## Bid Validity

* 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.
  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.

## Bid Security

* 1. The procuring entity shall prescribe in the BDS the acceptable forms of bid security that bidders may opt to use, which shall include the Bid Securing Declaration and at least one (1) other form, in the amount stated in the **BDS** shall be equal to the percentage of the ABC in accordance with the following schedule:

|  |  |
| --- | --- |
| Form of Bid Security | Amount of Bid Security (Equal to Percentage of the ABC) |
| (a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank. | Two percent (2%) |
| (b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. |
| (c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or | Five percent (5%) |
| (d) Bid Securing Declaration | No percentage required |

For biddings conducted by local government units, the Bidder may also submit bid securities in the form of cashier’s/manager’s check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

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, from receipt of the Notice of Award, and committing to pay the corresponding 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.

* 1. 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.
  2. 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 motion for reconsideration and/or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the bidder with the Lowest Calculated Responsive Bid 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.
  3. 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.
  4. The bid security may be forfeited:
     1. if a Bidder:
        1. withdraws its bid during the period of bid validity specified in

**ITB** Clause 17;

* + - 1. does not accept the correction of errors pursuant to **ITB** Clause 27.3(b);
      2. fails to submit the requirements within the prescribed period, or a finding against their veracity, as stated in **ITB** Clause 28.2; or
      3. any other reason stated in the **BDS**.
    1. if the successful Bidder:
       1. fails to sign the contract in accordance with **ITB** Clause 31;
       2. fails to furnish performance security in accordance with **ITB**

Clause 32; or

* + - 1. any other reason stated in the **BDS**.

## Format and Signing of Bids

* 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.
  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.
  3. The Bidder shall prepare 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.
  4. The bid, except for un-amended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
  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.

## Sealing and Marking of Bids

* 1. Unless otherwise indicated in the **BDS**, 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”.
  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.

* 1. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
  2. All envelopes shall:
     1. contain the name of the contract to be bid in capital letters;
     2. bear the name and address of the Bidder in capital letters;
     3. be addressed to the Procuring Entity’s BAC identified in **ITB** Clause 10.1;
     4. bear the specific identification of this bidding process indicated in the Invitation to Bid; and
     5. bear a warning “DO NOT OPEN BEFORE…” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
  3. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

## D. Submission and Opening of Bids

1. **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**.

## 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.

## Modification and Withdrawal of Bids

* 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, properly identified, 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.
  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.
  3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder 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.
  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.

## Opening and Preliminary Examination of Bids

* 1. The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder’s compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, 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”.
  2. 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.
  3. 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. If the withdrawing Bidder’s representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the Bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding letter of withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
  4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class “A” Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (vi).
  5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class “A” Documents enumerated in **ITB** Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
  6. Each partner of a joint venture agreement shall likewise submit the documents required in **ITB** Clauses 12.1(a)(i) and 12.1(a)(ii). Submission of documents required under **ITB** Clauses 12.1(a)(iii) to 12.1(a)(vi) by any of the joint venture partners constitutes compliance.

## E. Evaluation and Comparison of Bids

1. **Process to be Confidential**
   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 **BDS** or in the case of **ITB** Clause 26.
   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.

## 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

## Detailed Evaluation and Comparison of Bids

* 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.
  2. In evaluating the Bids to get the Lowest Calculated Bid, the Procuring Entity shall undertake the following:
     1. The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
     2. 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.
  3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated “passed,” using non-discretionary “pass/fail” criterion. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:
     1. Completeness of the bid. Unless the ITB specifically 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 "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and
     2. Arithmetical corrections. Consider computational errors, omissions, and other bid modifications, if allowed in the **BDS**, to enable proper comparison of all eligible bids. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
  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.
  5. Unless otherwise indicated in the **BDS**, the Procuring Entity’s evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form
  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.

## Post Qualification

* 1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
  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 LCB, the Bidder shall submit the following documentary requirements:
     1. Latest income and business tax returns in the form specified in the

**BDS**; and

* + 1. Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure to submit any of the requirements on time**,** or a finding against the veracity thereof**,** shall disqualify the bidder for award: Provided, That 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.

* 1. 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.
  2. 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 Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity 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.
  3. 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 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 Lowest Calculated and Responsive Bid is determined for contract award.
  4. Within a period not exceeding fifteen (15) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation.

## Reservation Clause

* 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.
  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:
     1. 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;
     2. if the Procuring Entity’s BAC is found to have failed in following the prescribed bidding procedures; or
     3. for any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the Government as follows:
        1. 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 head of the procuring entity;
        2. If the project is no longer necessary as determined by the head of the procuring entity; and
        3. If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
  3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
     1. No bids are received;
     2. All prospective bidders are declared ineligible;
     3. All bids fail to comply with all the bid requirements or fail post- qualification; or
     4. The bidder with the Lowest Calculated Responsive Bid refuses, without justifiable cause to accept the award of contract, and no award is made.

## F. Award of Contract

1. **Contract Award**
   1. Subject to **ITB** Clause 28, the Procuring Entity shall award the contract to the Bidder whose Bid has been determined to be the Lowest Calculated and Responsive Bid (LCRB).
   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 received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
   3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
      1. Submission of the following documents within the prescribed period from receipt by the Bidder of the notice that it has the Lowest Calculated and Responsive Bid:
         1. Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders, within thirty (30) calendar days, if allowed under a Treaty or International or Executive Agreement mentioned in **ITB** Clause 12.1(a)(iv);
      2. Posting of the performance security in accordance with **ITB** Clause 32;
      3. Signing of the contract as provided in **ITB** Clause 31; and
      4. Approval by higher authority, if required.

## Signing of the Contract

* 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.
  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.
  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.
  4. The following documents shall form part of the contract:
     1. Contract Agreement;
     2. Bidding Documents;
     3. Winning bidder’s bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
     4. Performance Security;
     5. Credit line in accordance with **ITB** Clause 5.5, if applicable;
     6. Notice of Award of Contract; and
     7. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

## Performance Security

* 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.
  2. *The procuring entity shall prescribe at least two (2) acceptable forms of performance security taken from two (2) categories below that bidders may opt to use,* denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

|  |  |
| --- | --- |
| Form of Performance Security | Amount of Performance Security (Equal to Percentage of the Total Contract Price) |
| (a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank. | Ten percent (10%) |
| (b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. |
| (c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or | Thirty percent (30%) |

* 1. 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 initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the Lowest Calculated and Responsive Bid is identified and selected for 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.

## Notice to Proceed

* 1. Within seven (7) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.
  2. The date of the Bidder’s receipt of the Notice to Proceed will be regarded as the effective date of the Contract, unless otherwise specified in the **BDS**.

1. **Protest Mechanism**

Decision of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the revised Implementing Rules and Regulations of Republic Act 9184.

# *Section III. Bid Data Sheet*

|  |  |
| --- | --- |
| **ITB Clause** |  |
| 1.1 | The Procuring Entity is the Bureau of Customs.  The name of the Project is ***“*Repair and Renovation of the Port of Manila’s Formal Entry Division (FED)”**  The Project ID No. is **INFRA-2016-003** |
| 2 | The Funding Source is:  The Government of the Philippines (GOP) through the authorized appropriations under the CY 2016 General Appropriations Act in the amount of ***Seventeen Million Sixty Six Thousand Pesos (Php17,066,000.00)*** |
| 5.1 | No further instructions. |
| 5.2 | Bidding is restricted to eligible bidders as defined in ITB Clause 5.1. |
| 5.4 | The bidder must have completed, three (3) years prior to pre-bid conference, a single contract that is similar to the Project at hand and whose value must be at least fifty percent (50%) of the ABC. Such contract must be part of, or included in the Statement under Item 12.1(a)(vi) hereof.  Bidders shall include in their bids a photocopy of their Single Largest Completed Contract supported by the (i) Constructors Performance Evaluation System (CPES) rating sheet which must have a satisfactory rating; or (ii) certificate of satisfactory completion of the project.  Failure to submit the above requirements or failure against the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security.  However, contractors under Medium A category without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than fifty percent (50%) of the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.  For this purpose, similar contract shall refer to “**renovation, general engineering or general building construction**”. |
| 5.5 | The values of the bidder’s current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS). |
| 8.1 | Subcontracting is allowed. |
| 8.2 | Not applicable*.* |
| 9.1 | The Procuring Entity will hold a pre-bid conference for this Project on November 25, 2016, 10:00 a.m., at BOC-BAC Conference Room, GSD, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila. |
| 10.1 | The Procuring Entity’s address is:  BOC-BAC Secrétariat  GSD, Ground Floor, OCOM Building  South Harbor, Gate 3, Port Area, Manila  Telefax No. 527-4519 / 527-9757  Email: [bacsecretariat@customs.gov.ph](mailto:bacsecretariat@customs.gov.ph) |
| 12.1(a) | The first envelope shall contain the eligibility and technical documents stated in the **ITB** Clause. In addition, the following shall be submitted and included in the first envelope:  a. Photocopy of Single Largest Contract i.e., similar contract completed within three (3) years prior to the deadline for the submission and receipt of bids, whose value must be at least (50%) fifty percent of the ABC supported by the Constructors Performance Evaluation System (CPES) rating sheet which must have a satisfactory rating or a certificate of satisfactory completion of the project, as the case maybe;  b. Statement of Availability of Key Personnel and Equipment (**See sample form under Section IX. Bidding and Sample Forms**);  c. Proof of authority of the authorized representative to enter into this  Project, as the case maybe, to wit:  5.1 Sole proprietorship – Sworn Affidavit of the proprietor or a  Special Power of Attorney;  5.2 Partnership – Notarized Partnership Resolution from the  President or General Manager;  5.3 Corporation – Notarized Secretary’s Certificate of Board  Resolution;  5.4 Joint Venture – Notarized Resolution by each Joint Venture  Member; and  d. Notarized Affidavit of Site Inspection (**See sample form under**  **Section IX. Bidding Forms**). |
| 12.1(a)(i) | For corporations/partnerships, the following shall also be submitted: latest articles of incorporation/partnership, by laws or amendments thereto, duly approved by the Securities and Exchange Commission and General Information Sheet (GIS) duly received by SEC. |
| 12.1(a)(v) | The statement of all ongoing and completed government and private contracts shall include such contract within three (3) years prior to November 25, 2016. |
| 12.1(a)(vii) | In accordance with Philippine Contractors Accreditation Board Circular No.001, series of 2009, the required license category for this Project is license category Medium A or higher. |
| 12.1(b)(ii.2) | The list of contractor’s personnel to be assigned to the Contract must be supported by their respective resumes, photocopy of Professional Regulation Commission (PRC) license, DPWH accreditation for the Materials Engineer and Certificate as Safety Officer. **See sample form of the list under Section IX. Bidding and Sample Forms.** |
| 12.1(b)(ii.3) | The list of contractor’s equipment must be supported by proof of ownership, lease and/or purchase agreements. For lease and purchase agreements, such proof must include a certification of availability of equipment from the lessor/vendor for the duration of the project. The Bidder may provide additional equipment to the minimum requirements as it may deem necessary for the works**. See sample form of the list under Section IX. Bidding Forms.**  The minimum required equipment to be provided by the contractor are the following:  (i) Masonry tools (iii) Plumbing tools (v) Electric tools (drills routers etc)  (ii) Carpentry tools (iv) Tile cutter (vi) Welding machine  (vii) Flood lights (viii) Art crane |
| 12.1(b)(iii) | Notarization of this document shall comply with the 2004 Rules on Notarial  Practice which limits competent evidence of identity to the following:  (i) identification documents issued by an official agency bearing the photograph and signature of the individual i.e., passport, driver’s license, SSS ID, GSIS e-card, etc.; and (ii) the oath of affirmation of one credible witness not privy to the instrument, document or transaction who is personally known to the notary public and who personally knows the individual and shows to the notary public documentary identification. |
| 13.1 | The financial component of the Bid shall be contained in the second envelope. In addition, a duly accomplished Bill of Quantities and its Detailed Estimates, signed by the bidder’s authorized representative, shall be submitted and included in the second envelope. The Detailed Estimates shall include (a) a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid and (b) the mobilization cost including the cost for the construction safety and health program for the project.  The bidders, in formulating their bid prices, should take into consideration the items of works in the Bill of Quantities and the relevant details and specifications in the Drawings and Specifications. |
| 13.2 | The ABC is of ***Seventeen Million Sixty Six Thousand Pesos (Php17,066,000.00)*.** Any bid with a financial component exceeding this amount shall not be accepted. |
| 15.4(a)(iii) | No incidental services are required. |
| 16.1 | The Bid Prices shall be quoted in Philippine Pesos. |
| 17.1 | Bids shall be valid for 120 days after the opening of bid. |
| 18.1 | The bid security issued in favor of the BOC shall be in either of the following forms and amount:  a) 2% of the ABC or P341,320.00, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;  b) 5% of the ABC or P853,300.00 if bid security is in Surety Bond accompanied with a certification from the Insurance Commission that insurance company is authorized to insure such security; and  c) Bid Securing Declaration in accordance with the Guidelines on the Use of Bid Securing Declaration issued through GPPB Resolution No. 03-2012 dated January 27, 2012. |
| 18.2 | The bid security shall be valid for 120 days after the opening of bid. |
| 20.3 | Each Bidder shall submit one (1) original and two (2) duplicate copies of the first and second components of its bid. |
| 21 | The address for submission of bids is at the *BOC BAC Conference Room, GSD, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila.*  The deadline for submission of bids is December 8, 2016, 10:00 a.m. Late bids shall not be accepted. |
| 24.1 | The place of bid opening is *BOC-BAC Conference Room, GSD, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila.*  The date and time of bid opening is December 8, 2016, 10:00 a.m |
| 25.1 | No further instructions*.* |
| 27.3 | No further instructions*.* |
| 27.3(b) | No further instructions*.* |
| 27.5 | No further instructions*.* |
| 28.2(a) | Latest Income and Business Tax Returns, filed and paid through the  Electronic Filing and Payments System (EFPS), consisting of the following:  - 2015 Income Tax Return with proof of payment  - VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from July-Dec 2015 and Jan to June 2016. |
| 28.2(c) | No further instructions. |
| 31.4(g) | 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 utilization schedule;  5.) Program evaluation and review technique/critical path method;  6.) Proposed Construction Safety and Health Program concurred by DOLE  Note: The foregoing documents are subject to approval of the Procuring  Entity or his duly authorized representative and may thus be changed. |
| 32.2 | The performance security shall be in the following amount:   1. The amount of 10% of the total contract price if performance security is in cash, cashiers/manager’s check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of 30 % of the total contract price if performance is in Surety Bond; or |
| 33.2 | All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful bidder. |

# *Section IV. General Conditions of Contract*

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## Definitions

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

* 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.
  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.
  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.
  4. The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works.
  5. The **Contract Price** is the price stated in the Letter of Acceptance and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract.
  6. **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.
  7. 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.
  8. The **Contractor’s Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
  9. **Days** are calendar days; months are calendar months.
  10. **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.
  11. A **Defect** is any part of the Works not completed in accordance with the Contract.
  12. The **Defects Liability Certificate** is the certificate issued by Procuring Entity’s Representative upon correction of defects by the Contractor.
  13. The **Defects Liability Period** is the one year period between project 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.
  14. **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.
  15. **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.
  16. 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.
  17. **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
  18. 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.
  19. **Permanent Works** 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.
  20. **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
  21. The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the **SCC**.
  22. 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.
  23. 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.
  24. **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.
  25. **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.
  26. **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.
  27. 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.
  28. 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.
  29. **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.
  30. **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.**

## Interpretation

* 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. 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).

## Governing Language and Law

* 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.
  2. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

## 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.

## Possession of Site

* 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.
  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 contact time to address such delay shall be in accordance with **GCC** Clause 47.
  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.
  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.

## The Contractor’s Obligations

* 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.
  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.
  3. The Contractor shall be responsible for the safety of all activities on the Site.
  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.
  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. 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.

* 1. 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.
  2. 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.
  3. 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.
  4. 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.

## Performance Security

* 1. Unless otherwise specified in the **SCC,** 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 the forms prescribed in **ITB** Clause 32.2.
  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.
  3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
  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:
     1. There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
     2. The Contractor has no pending claims for labor and materials filed against it; and
     3. Other terms specified in the **SCC**.
  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.
  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. 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.

## Subcontracting

* 1. Unless otherwise indicated in the **SCC**, the Contractor cannot subcontract Works more than the percentage specified in **ITB** Clause 8.1.
  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.
  3. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

## Liquidated Damages

* 1. The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity shall rescind this Contract, without prejudice to other courses of action and remedies open to it.
  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. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **GCC** Clause 40.1.

## 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.

## 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.

## Contractor’s Risk and Warranty Security

* 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.
  2. The defects liability period for infrastructure projects shall be one year from project 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 Head of the Procuring Entity 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.
  3. 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.
  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:
     1. 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;

* + 1. 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;
    2. 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;
    3. 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.
    4. 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.
  1. 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.
  2. 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 | Minimum Amount in 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%) |

* 1. 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.
  2. 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.

## 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.

## Procuring Entity’s Risk

* 1. From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:
     1. The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
        1. any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or
        2. 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.
     2. 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.

## Insurance

* 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:
     1. Contractor’s All Risk Insurance;
     2. Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
     3. Personal injury or death of Contractor’s employees; and
     4. Comprehensive insurance for third party liability to Contractor’s direct or indirect act or omission causing damage to third persons.
  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.
  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.

* 1. 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.
  2. 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.
  3. 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:

* + 1. The issuer of the insurance policy to be replaced has:
       1. become bankrupt;
       2. been placed under receivership or under a management committee;
       3. been sued for suspension of payment; or
       4. been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
       5. Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

## Termination for Default of Contractor

* 1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:
  2. 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;
  3. 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
  4. The Contractor:
     1. 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;
     2. 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;
     3. does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
     4. neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or
     5. sub-lets any part of this Contract without approval by the Procuring Entity.
  5. All materials on the Site, Plant, Equipment, and Works shall be deemed to be the property of the Procuring Entity if this Contract is rescinded because of the Contractor’s default.

## Termination for Default of Procuring Entity

* 1. 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:
     1. 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
     2. 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.

## Termination for Other Causes

* 1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity 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.
  2. The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.
  3. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
     1. 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;
     2. 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;
     3. 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;

* + 1. 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;
    2. 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;
    3. The Contractor does not maintain a Security, which is required;
    4. 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
    5. 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:
       1. corrupt, fraudulent, collusive and coercive practices as defined in **ITB** Clause 3.1(a);
       2. drawing up or using forged documents;
       3. using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
       4. any other act analogous to the foregoing.
  1. 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.
  2. 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.
  3. 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.

## Procedures for Termination of Contracts

* 1. The following provisions shall govern the procedures for the termination of this Contract:
     1. 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 Implementing Unit 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;
     2. Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:
        1. 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;
        2. the extent of termination, whether in whole or in part;
        3. an instruction to the Contractor to show cause as to why this Contract should not be terminated; and
        4. special instructions of the Procuring Entity, if any.

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

* + 1. Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the Head of the Procuring Entity 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 Head of the Procuring Entity shall issue an order terminating the contract;
    2. The Procuring Entity may, at anytime before receipt of the Bidder’s verified position paper to 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;
    3. Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity 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

* + 1. The Head of the Procuring Entity 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 Head of the Procuring Entity.
  1. 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:
     1. 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”);
     2. 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:
        1. Employment of competent technical personnel, competent engineers and/or work supervisors;
        2. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
        3. 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;
        4. Deployment of committed equipment, facilities, support staff and manpower; and
        5. Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
     3. 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.
     4. 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 constructor shall be construed as poor performance:
        1. Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
        2. Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.
     5. 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.

## Force Majeure, Release From Performance

* 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.
  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.
  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.
  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:
     1. any sum to which the Contractor is entitled under **GCC** Clause 28;
     2. the cost of his suspension and demobilization;
     3. any sum to which the Procuring Entity is entitled.
  5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

## Resolution of Disputes

* 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.
  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.
  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-A: *Provided, further,* That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution. Additional instructions on resolution of disputes, if any, shall be indicated in the **SCC**.

## 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:

1. The Procuring Entity is obligated to notify the Contractor of such suspension within seven (7) days of having received the suspension notice.
2. 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 **SCC** Clause 45.2.

## Procuring Entity’s Representative’s Decisions

* 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’s
  2. The Procuring Entity’s Representative may delegate any of his duties and responsibilities to other people, except to the Arbiter, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

## Approval of Drawings and Temporary Works by the Procuring Entity’s Representative

* 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.
  2. The Contractor shall be responsible for design of Temporary Works.
  3. The Procuring Entity’s Representative’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.
  4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

## Acceleration and Delays Ordered by the Procuring Entity’s Representative

* 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.
  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.

## Extension of the Intended Completion Date

* 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. Unless specified in the **SCC**, no payment shall be made for any event which may warrant the extension of the Intended Completion Date.
  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.

## Right to Vary

* 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.
  2. Variations shall be valued as follows:
     1. At a lump sum price agreed between the parties;
     2. where appropriate, at rates in this Contract;
     3. in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
     4. at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the Head of the Procuring Entity.

## Contractors 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.

## Dayworks

* 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.
  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.
  3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

## Early Warning

* 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.
  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.

## Program of Work

* 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.
  2. An update of the Program of Work shall the 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.
  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.
  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; and if allowed, any Compensation Event.
  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.
  6. All Variations shall be included in updated Program of Work produced by the Contractor.

## Management Conferences

* 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.
  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.

## Bill of Quantities

* 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.
  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.
  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.
  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.

## Instructions, Inspections and Audits

* 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.
  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.
  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.

## 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.

## 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.

## Correction of Defects

* 1. The Procuring Entity’s Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion Date up to final acceptance by the Procuring Entity’s unless otherwise specified in the **SCC**. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
  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.
  3. The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.
  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.

## Uncorrected Defects

* 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.
  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.

## Advance Payment

* 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**.
  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.
  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.
  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.
  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.

## Progress Payments

* 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.
  2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
     1. Cumulative value of the work previously certified and paid for.
     2. Portion of the advance payment to be recouped for the month.
     3. Retention money in accordance with the condition of contract.
     4. Amount to cover third party liabilities.
     5. Amount to cover uncorrected discovered defects in the works.
  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. Unless otherwise indicated in the **SCC**, no payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.

* 1. 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.
  2. 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.

## Payment Certificates

* 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.
  2. The Procuring Entity’s Representative shall check the Contractor’s monthly statement and certify the amount to be paid to the Contractor.
  3. The value of Work executed shall:
     1. be determined by the Procuring Entity’s Representative;
     2. comprise the value of the quantities of the items in the Bill of Quantities completed; and
     3. include the valuations of approved variations.
  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.

## Retention

* 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 **SCC** Clause 42.2.
  2. Progress payments are subject to retention of ten percent (10%), unless otherwise specified in the **SCC**, 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.
  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.
  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.

## Variation Orders

* 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.
  2. A Change Order may be issued by the implementing official to cover any increase/decrease in quantities of original Work items in the contract.
  3. An Extra Work Order may be issued by the implementing official 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.
  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 Head of the Procuring Entity 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%).
  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:

1. 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 Head of the Procuring Entity for approval.
2. The Head of the Procuring Entity or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the technical staff of the Procuring Entity’s to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted. A report of such verification shall be submitted directly to the Head of the Procuring Entity or his duly authorized representative.
3. The, Head of the Procuring Entity or his duly authorized representative, after being satisfied that such Change Order or Extra Work Order is justified and necessary, shall review the estimated quantities and prices and forward the proposal with the supporting documentation to the Head of Procuring Entity for consideration.
4. If, after review of the plans, quantities and estimated unit cost of the items of work involved, the proper office of the procuring entity empowered to review and evaluate Change Orders or Extra Work Orders recommends approval thereof, Head of the Procuring Entity or his duly authorized representative, believing the Change Order or Extra Work Order to be in order, shall approve the same.
5. The timeframe for the processing of Variation Orders from the preparation up to the approval by the Head of the Procuring Entity concerned shall not exceed thirty (30) calendar days.

## 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.

## Suspension of Work

* 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.

* 1. 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:
     1. There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
     2. Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
     3. 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.
     4. There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
     5. 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.
  2. 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 effective order of suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

## Payment on Termination

* 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.
  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.
  3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
  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.

## Extension of Contract Time

* 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.

* 1. 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.
  2. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
  3. 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.
  4. 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 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 Head of the Procuring Entity. 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.

## Price Adjustment

Except for extraordinary circumstances as determined by NEDA and approved by the GPPB, no price adjustment shall be allowed unless otherwise specified in the **SCC**.

## 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.

## 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.

## Operating and Maintenance Manuals

* 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**.
  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*

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| **GCC Clause** |  |
| 1.16 | The **Intended Completion Date** is forty five (45) calendar days*.* |
| 1.21 | The **Procuring Entity** is the Bureau of Customs (BOC) with address at BOC-BAC Secrétariat, GSD, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila. |
| 1.22 | The **Procuring Entity’s Representative** is the District Collector, POM. |
| 1.23 | The **Site** is located at Port of Manila, South Harbor, Gate 3, Port Area, Manila. |
| 1.27 | The **Start Date** is seven (7) calendar days from receipt of the Notice to Proceed*.* |

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| 1.30 | The Works consist of the following**:**   1. **MOBILIZATION**   The mobilization of the project shall consist of the following:   1. Preparation of logistics of contractor’s equipment. 2. Setting up of Temporary Facilities within the Site. 3. Setting up of necessary water and power lines required for the Project’s repair and renovation. 4. **DEMOLITION WORKS**   The demolition of specific Interior elements needed to prepare the site for necessary fit-outs   1. Glass Partitions   Existing glass partitions shall be removed with caution in order to retain its usability as much as possible. Removed glass partitions shall ideally be of re-usable value.   1. Storage Spaces “A”   Storage spaces labelled “A” shall be the storage spaces both supporting the glass partitions and underneath it. These shall be removed with care so as to retain its re-usability value as much as possible.   1. Removal of Existing False Columns   False Columns shall be removed from the site and disposed of. Electrical wires and outlets that are part of the false columns shall be disposed of.   1. Removal of Coverings of Existing Columns   Partitions that cover existing columns shall be removed and disposed of. Electrical wires and outlets that are part of the coverings shall also be disposed.   1. Removal of Existing Ceiling Lighting Fixtures   All existing ceiling lighting fixtures shall be removed and disposed.   1. Removal of Existing Ceiling   All existing ceiling within the boundaries of the site shall be removed and disposed of from the site.   1. Removal of Existing CCTV Equipment   All existing CCTV Equipment – ceiling mounted, wall mounted, with each corresponding networking and wiring, shall be removed carefully and kept at a safe location.   1. Removal of Existing Electrical Wiring System   After the removal of the ceiling, all existing electrical wiring within the site shall be carefully removed and disposed of.   1. Removal of Ceiling Frames   Existing wooden ceiling framing system shall be removed from the site and disposed.   1. Demolition of Existing Non-Load Bearing Walls and Dry Wall Partitions   Non-load bearing walls at the following areas shall be carefully demolished while indicating the location of the existing columns and making sure that the structural integrity of these columns are kept intact:  Ja. Concrete wall along Column 6, along Column L to Column J  Jb. Concrete wall along Column 5, along Column L to Column F’  Jc. Concrete columns and dry wall partitions within the existing AMO Department  Jd. Removal of Existing Stock rooms adjacent to the 2 existing lifts  Je. Removal of the existing drywall partitions of the FED Staff office along the hallway  Jf. Demolition of existing toilet and pantry along Column 26, from Column H to Column F.   1. Removal of Existing Floor Tiles and Wall Tiles, Fixtures of Existing Staff Toilet along Column L, from Column 4 to Column 5. 2. **REPAIR WORKS** 3. Repairing of Existing Water pipes – sealing, unclogging – found underneath the second floor slab. 4. Waterproofing of Second floor area right above the Formal Entry Division, specifically along the perimeter of the Medical Clinic and the Social Hall. Waterproofing to be done shall be 2-ply. Surface of affected second floor flooring shall be subjected to waterproofing test prior to continuation of Repair and Renovation of Project. A total of 85sqm. To be waterproofed. 5. Areas at bottom of second floor slab affected by water leakage from the second floor leaks and/or pipe leakage shall be subjected to sealant and 2-ply waterproofing. 6. Slab of second floor above the existing Entry Processing Unit area shall be subjected to 2-ply waterproofing. Source of water leak is accumulation of water run-off from AHU Units. 7. **RENOVATION WORKS**   ***Architectural Works***   1. Glass Partition   Brand new glass partitions separating the Hallway from the Staff area of the Formal Entry Division shall utilize 12mm thk tempered clear glass as specified in the drawings and specs. Glass shall be of 1m x 2.4m, clear and frameless.   1. EPU Teller Counters   Customized Teller Counters shall be made of a combination of Synthetic Granite front and counter top, wood laminated melamine board with marine plywood backing, customized drawers and allocation for desktop computer with monitor and keyboard space and wiring, connected to main network. Counters shall also be concealed by 12mm thk. Tempered glass with communication holes as specified in plans.   1. Ceiling works   Ceiling works shall utilize wood laminated 12mm thk. Treated Plywood and 13mm thk. Gypsum boards with metal furring supports. Cove lighting shall be used as indicated in the reflected ceiling plan. Manholes shall be provided for.   1. Green Wall System   Green Wall System shall be designed and installed by the Contractor or a specialized contractor of green wall module systems. Plants to be used shall be indoor plants. Contractor to present to BOC and Architect a list of chosen possible Specialized contractors of Green Wall Module Systems.   1. Plant Boxes   Plant boxes shall be provided for as indicated in the plans. Fertile soil shall be used as well as genuine indoor foliage/plants.   1. Toilets   Existing Toilets shall only be re-tiled using 600mm x 600mm ceramic floor tiles and 300mm x 600mm wall tiles as indicated in the plans. Location of existing lights, water closets, urinals and lavatories shall be maintained. Fixtures shall be brand new.  Renovated Brokers’ Toilets shall be redesigned. 20mm thk. Compact laminate cubicle partitions of walnut wood laminate finish shall be used. Fixtures including soap dispensers, tissue holders shall be brand new as specified in the drawings.   1. Filling and Reinforced Concrete Flooring   Area of Existing Stock Rooms adjacent to 2 lifts (Along the main entrance of the Formal Entry Division) is to filled and applied with reinforced concrete flooring to match existing top level elevation of Ground Level, with allowance given for application of new 600mm x 600mm ceramic tiles.   1. Paint Works   Application of Plastered Paint Finish on all interior walls/partitions, ceiling within the scope of the interior renovation works unless otherwise indicated in the plans and specifications.  ***Electrical Works and Auxiliary Works***   * 1. Supply and installation of complete electrical system as indicated on plans.   2. Supply and installation of complete auxiliary works as indicated on plans.   3. Supply and installation of telephone cable cat 5e data-grade plenum-rated cabling and conduit system for communication. d. Supply and installation of CATV (75Ω) RG-6 coaxial cables and conduit system for the new cable TV system.   4. Supply and installation of complete power and control wiring to various mechanical and sanitary equipment unless otherwise specified.   5. Supply and installation of standard and special lighting fixtures as specified by the Architect and/or owner’s representative.   6. Supply and installation of wiring devices, switches and outlets, wall receptacles, plates and accessories.   7. Termination of all electrical system and auxiliary.   8. Complete testing and commissioning of all electrical lighting, power and auxiliary systems.   9. Securing of electrical wiring permit and certificate of electrical inspection.   10. Application and securing the approval for the electrical power, telephone and CATV service connections including the preparation of the necessary plans, forms and related documents, payments of fees and charges and coordination with the involved parties and other authorities or persons involved in the procedures.   11. Re-installation of existing Biometrics System as indicated in the Schedule of Doors as per plan and location   12. Structured Cable installation from Office furnitures to the FED Network Cabinet as indicated in the plans and specs.   13. Installation of Network cabling with cable tray from the 3rd floor MISTG office to the FED network cabinet.   14. To provide and install a digital queuing system. The queuing system shall be subject to the Architect’s approval.   ***Fire Protection Works***   * 1. Provision of Fire Sprinkler System – labor, materials and installation – for the Formal Entry Division   2. Provision of Water Tanks for fire sprinkler system to be located at the roof deck above the 4th floor as indicated in the plans. The water tank capacity shall have the capacity to supply the entire Port of Manila building as provision for future application of fire sprinkler systems on the upper levels.   3. Provision of all necessary pipes, ducts, risers as indicated in the plans and specifications.   4. Provision for crane system and equipment required to haul the water tanks and other equipment on site.   ***Plumbing Works***   * 1. Furnish and install Plumbing System to the entire building where shown on the drawings. System to include all pipes: drainage, storm, potable water, hangers, sway braces, plumbing fixtures, control valves, flexible hoses, water meter, drains, cleanouts, traps.   2. Water Tanks and accessories, including connection to the Plumbing System Lines.   3. Excavation and backfilling in connection with the work. Prepare and installation of pipe sleeve during the progress of work.   4. Tapping from an existing main pipe of the building distribution system.   5. Water supply and distribution system for the building.   6. All building drains, waste and venting systems including floor drains and equipment drains.   7. Sewage collection and disposal system such as tapping to existing sewer manhole of the sanitary drainage system.   8. Furnish and install plumbing fixtures, fittings, trims, and accessories.   9. Furnish and install of pumping system such as transfer pump, booster pump, rainwater pumps, elevator sump pump, and its related accessories.   10. Testing for leakage of drainage system, sewer, waste and venting system. Hydrostatic testing for all water supply and distribution system and disinfection of the water supply and distribution system.   11. All opening through which fire may spread from one floor to the other, such holes through floor or walls for the pipe shall be sealed with fire resistant materials.   12. Chipping and plastering works necessary for the area covered in the installation of Plumbing System.   13. Furnish final shop drawings.   14. Periodically remove from the jobsite all rubbish and debris resulting from the Plumbing Work.   15. Miscellaneous items as here-in after specified.   ***Polishing Works***  Furnish labor and materials for sanding and re-polishing of all marble tiles at FED.   1. **CLEARING/DEMOBILIZATION** |

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| 2.2 | No further instructions. |
| 5.1 | The **Procuring Entity** shall give possession of the Site to the Contractor upon receipt of the Notice to Proceed. |
| 6.4 | The application, processing, and payment of permits, licenses, sign and sealed plans and other certifications that maybe required by the local government unit and/or any government agency for the renovation, completion, and final turn- over and occupation of the building shall be the responsibility of the Contractor. |
| 6.5 | The Contractor shall employ the following **Key Personnel:**  1Project Engineer (Licensed Civil Engineer w/ min. 5 yrs. experience)  1 Site Engineer (Licensed Civil Engineer w/ min. 5 yrs. experience)  1 Electrical Engineer (Licensed Elec Engineer w/ min. 5 yrs. Experience)  1 Sanitary Engineer or Master Plumber (Licensed San Engineer or Master Plumber w/ min. 5 yrs. Experience)  1Foreman (min. 5 yrs. experience)  1Safety Officer (min. 2 yrs. experience) |
| 7.1 | No further instructions. |
| 7.4(c) | No further instructions*.* |
| 8.1 | No further instructions*.* |
| 9.1 | The applicable liquidated damages is at least one tenth (1/10) of one percent of the cost of the unperformed portion for every day of delay.  The maximum deduction shall be ten percent (10%) of the amount of the contract, the Procuring Entity shall rescind the contract without prejudice to other courses of action and remedies open to it. |
| 10 | None |
| 12.5 | Five (5) years warranty |
| 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.” |
| 21.3 | No further instructions*.* |
| 26.1 | No further instructions*.* |
| 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 from acceptance of the Notice of Award. |
| 31.3 | The period between Program of Work updates is thirty (30) calendar 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 Government of the Philippines (GOP) through the authorized appropriations under the CY 2016 General Appropriations Act in the amount of **Seventeen Million Sixty Six Thousand Pesos (P 17,066,000.00).** |
| 37.1 | No further instructions*.* |
| 39.1  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. |
| 40.3 | No further instructions. |
| 42.2 | No further instructions. |
| 48 | No further instructions. |
| 51.1 | The “as built” drawings as actually and finally installed together with the 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***

1. **SCOPE OF WORK:**
   1. The work contemplated under this contract consists of:
      1. Furnishing of all necessary materials, labor and tools for the complete Repair and Renovation of the Port of Manila’s FED with the plans and specifications herewith.
      2. 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.

**B. SCHEDULE OF FINISHES AND MATERIALS**

**DIVISION 04 MASONRY**

SECTION 04 22 00 CONCRETE UNIT MASONRY

* 1. Concrete Block: Provide units complying with characteristics indicated below for Grade, Type, face size, exposed face and, under each form included, for weight classification.
     1. Grade N. (Suitable for use above or below ground and exposed to weather.)
     2. Type I, moisture‑controlled units. (Type II, nonmoisture‑controlled units, may not be used).
     3. 150 mm thick for all exterior walls, unless otherwise noted. 150 mm thick for all interior partitions with embedded pipes; 100 mm thick for interior wall partitions unless otherwise noted. (See wall schedule plans)
     4. Concrete Hollow blocks shall conform with the requirements of ASTM C 90, grade as specified.
     5. Concrete Solid blocks shall conform with the requirements of ASTM C145, grade as specified.
     6. Manufacturer: Use Rock Built or approved equal.
  2. Mortar and Grout Materials:
     1. Portland Cement: ASTM C 150, Type I, except Type III may be used for cold weather construction. Provide natural color or white cement as required to produce required mortar color.
     2. Aggregates for Mortar: ASTM C 144, except for joints less than 1/4" use aggregate graded with 100% passing the No. 16 sieve.
     3. Aggregate for Grout: ASTM C 404.
        1. Provide corefill of 1 part portland cement, 2-1/2 parts fine aggregate, and 2 parts pea gravel (by volume).
     4. Water: Clean and potable.
  3. Mortar and Grout Mixes; General: Do not add admixtures including coloring pigments, air‑entraining agents, accelerators, retarders, water repellant agents, anti‑freeze compounds or other admixtures, unless otherwise indicated.
     1. Do not use calcium chloride in mortar or grout.
     2. Mixing: Combine and thoroughly mix cementitious materials, water and aggregate in a mechanical batch mixer; comply with referenced ASTM standards for mixing time and water content.
     3. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specifications, for types of mortar required, unless otherwise indicated.
        1. Limit cementitious materials in mortar to portland cement‑lime.
        2. Use Type M Mortar for masonry below grade and in contact with earth, and where indicated.
        3. Use Type S mortar for reinforced masonry and where indicated.
        4. Use Type N mortar for exterior, above-grade loadbearing and non-loadbearing walls; for interior loadbearing walls; and for other applications where another type is not indicated.
     4. Grout for Unit Masonry: Comply with ASTM C 476 for grout for use in construction of reinforced and nonreinforced unit masonry. Use grout of consistency indicated or if not otherwise indicated, of consistency (fine or coarse) at time of placement which will completely fill all spaces intended to receive grout.
        1. Use fine grout in grout spaces less than 50 mm in horizontal direction, unless otherwise indicated.
        2. Use coarse grout in grout spaces 50 mm or more in least horizontal dimension, unless otherwise indicated.
  4. Reinforcement: Billet steel, deformed bars complying with ASTM A 615, Grade 60, 12 mm diameter vertical bars at 400 mm on center and 10mm diameter horizontal bars at 600 mm on center for 100 mm & 150 mm thick concrete hollow blocks. Provide 16mm diameter vertical bars at corners, intersections, end walls and at side of openings. Refer to Structural Notes.
  5. Anchor Masonry to structural members with metal ties embedded in masonry joints and attached to structure. Space anchors as per spacing of masonry reinforcement. Verify with Structural Notes.
  6. Joint Reinforcement, Ties and Anchoring Device Materials: Comply with the requirements indicated below for basic materials and with requirements indicated under each form of joint reinforcement, tie and anchor for size and other characteristics:
     1. Hot-Dip Galvanized Steel Wire: ASTM A 82 for uncoated wire and with ASTM A 123, Class B-2 for zinc coating applied after prefabrication into units.
     2. Zinc-Coated (Galvanized) Steel Sheet: Carbon steel with zinc coating complying with ASTM A 525, Coating Designation g90.
  7. Anchor Bolts: Provide steel bolts with hex nuts and flat washers complying with ASTM A 307, Grade A, hot-dip galvanized to comply with ASTM C 153, Class C, in sizes and configurations indicated.
  8. Plaster bond: N & H PLASTER BOND or approved equal. Apply at all wall areas prior to plastering.

**DIVISION 05 METALS**

SECTION 05 50 00 METAL FABRICATION

* 1. Metal Fabrications: Provide fabricated metal items as indicated on the drawings.
  2. Provide Shop Drawings for all Structural Steel and Metal Fabrications.
  3. Design and fabrication shall conform to the latest edition of AISC specifications. Exposed welds shall be ground smooth and flush. All items shall be primed and coated with fire retardant.
  4. Design and dimensions shall be based on the detailed drawings of the metal fabrications.

1. Existing Conditions: Field measure to verify dimensions before fabrication.
2. Finished in patina finish.
   1. Provide a mock-up for evaluation of application workmanship.
      1. Mock-up to be checked and approved by the Architect.

**DIVISION 06 WOOD, PLASTICS AND COMPOSITES**

SECTION 06 10 00 ROUGH CARPENTRY

* 1. Rough carpentry covers flooring, siding, partition and ceiling.
     1. Framing shall be stress grade of common grade lumber of the specie specified under Section.
     2. Rough carpentry shall be done true to lines, levels and dimensions. It shall be squared, aligned, plumbed and well fitted at joints.
     3. Fasteners, connectors and anchors of appropriate type and number shall be provided and fitted where necessary.
     4. Structural members shall not be cut, bored or notched for the passage of conduits or pipes without prior approval of the supervising Architect or Engineer.

SECTION 06 20 00 FINISHED CARPENTRY

* 1. Finished carpentry covers works on flooring, siding and ceiling boards, cabinets, fabricated woodwork, millwork and trims.
     1. Framing lumber shall be select grade, free from defects and where exposed in finished work, shall be selected for color and grain.
     2. Joints of framing shall be tenoned, mortised or doweled where suitable, closely fitted and secured with water resistant resins glue. Exterior joints shall be mitered and interior angles coped.
     3. Panels shall be fitted allowed for contraction or expansion and insure that the panels remain in place without warping, splitting and opening of joints.
     4. Plyboard shall be as specified under Section 1003.2.3 of DPWH Blue Book, Volume III, unless otherwise indicated on the Plans.
     5. Plywood shall be specified under Section 1003.2.4 of DPWH Blue Book, Volume III.
     6. Exposed edges of plywood or plywood for cabinets shall be provided with select grade hardwood strips, rabbetted as necessary, glued in place and secured with finishing nails. To prevent splitting, hardwood for trims shall be drilled before fastening with nails or screws.
     7. Fabricated woodwork shall be done preferably at the shop. It shall be done true to details and profiles indicated on the Plans. Where set against concrete or masonry, woodwork shall be installed when curing is completed.
     8. Exposed wood surfaces shall be free from disfiguring defects such as raised grains, stains, uneven planning, sanding, took marks and scratches. Exposed surfaces shall be machine or hand sanded to an even smooth surface, ready for finish.

**DIVISION 07 THERMAL AND MOISTURE PROTECTION**

SECTION 07 14 16 COLD FLUID-APPLIED WATERPROOFING

1. Provide waterproofing systems that prevent the passage of liquid water hydrostatic pressure and that comply with specified physical requirements, preferably Greenseal Flexi 201 - Flexible Cementitious Waterproofing.
2. Clean and prepare substrate according to manufacturer's recommendations. Provide clean, dust-free, and where applicable dry substrate for waterproofing application.
3. Prepare and treat vertical and horizontal 90 degree terminations, edge terminations, penetrations through waterproofing material, expansion joints, cracks, drains, and sleeves according to ASTM C 898 and manufacturer's recommendations.
4. Mix the materials and apply minimum of two(2) coats to achieve full specified thickness by brush in accordance with manufacturer's instructions, but do not start application without the supervision of the manufacturer's technical representative.
5. Verify thickness of membrane using a lightly oiled, needle nose depth gauge, taking four (4) readings over a one square inch area in every 100 square feet. Patch deficient test areas with additional waterproofing to achieve specified minimum dry thickness, extending minimum of 1 inch beyond test perimeter.
6. Cure and clean waterproofing according to manufacturer's recommendations.

SECTION 07 92 00 JOINT SEALANTS

* 1. Sealants: Install sealant at all intersections between dissimilar materials and all expansion and control joints. Joint sealers at interior and exterior vertical and horizontal joints.
     1. Urethane Elastomeric Joint Sealants:
        1. Type and Application: Multi‑part nonsag urethane sealant, ASTM C 920, for vertical and horizontal joints, exterior and interior use.
        2. Type and Application: Multi‑part pourable urethane sealant, ASTM C 920, for horizontal joints, exterior use.
     2. Silicone Elastomeric Joint Sealants:
        1. Type and Application: One‑part mildew‑resistant silicone sealant, ASTM C 920, for sanitary applications, interior use.
     3. Latex Joint Sealants:
        1. Type and Application: Acrylic‑emulsion, ASTM C 834, for interior joints in vertical and overhead surfaces with limited movement.
     4. Solvent‑Release‑Curing Joint Sealants:
        1. Type and Application: Acrylic, ASTM C 920, for exterior vertical surfaces with limited movement.
     5. Fire‑Resistive Joint Sealers:
        1. Type and Application: One part fire‑stopping sealant, for penetrations in fire‑rated floor and wall assemblies.
     6. Paving Joint Fillers:
        1. Type and Application: Bituminous fiber, for filler for exterior paving joints.
     7. Auxiliary Materials:
        1. Plastic foam joint fillers.
        2. Bond breaker tape.

**DIVISION 08 OPENINGS**

SECTION 08 10 00 DOORS AND FRAMES

* 1. Wood doors (Refer to Schedule of Doors and Standard Detail for Doors):
     1. Use simple wood panel door with 6 mm thick glass and simple sliding door.
     2. Source a qualified manufacturer that is certified for chain custody by an accredited certification body.
     3. Do not deliver or install doors until spaces are enclosed and weather tight, wet work in spaces is complete and dry, and HVAC system is operating.

SECTION 08 70 00 HARDWARE

* 1. All rough hardware such as nails, screws, lag screws, bolts and other related fasteners required for carpentry work shall be first class quality and locally available.
  2. All finishing hardware consisting of locksets, latches, bolts and other devices, door closers, knobs, handles, hinges and other similar hardware shall be first class quality available locally and conforming with the specifications under Section 1004.2.2 of DPWH BlueBook, Volume III.

**DIVISION 09 FINISHES**

SECTION 09 22 00 SUPPORT FOR PLASTER AND GYPSUM

* 1. Non Load-Bearing Metal Framing: ASTM C 645; 25 gage, roll-formed of zinc coated steel. Channel studs with flange returned for stiffening lip, and pre-punched holes in webs for utility. Size and partition thickness, no less than minimum recommended by manufacturer base on limiting height.
  2. Accessories: Clips, brackets, screws, and other shapes to complete support system. Furring clips where attached to suspension systems.

SECTION 09 23 00 GYPSUM PLASTERING

* 1. Gypsum Plaster: ASTM C 28; standard quality gypsum plaster requiring only addition of aggregate and water.
  2. Sand for Gypsum Plaster: Clean, free from alkali, salts, and loam; ASTM C 35; evenly graded from coarse to fine; all pass #16 sieve and all retained on #100 sieve.
  3. Bonding Agents: ASTM C 631, Poly Vinyl Acetate, Resin emulsion for interior use to bond plaster to concrete substrates.
  4. Diamond Mesh Lath: ASTM C 847; expanded from copper-bearing steel alloy; weight 1.84 kgs/sq.meter; Galvanized, 686 mm x 2438 mm.
  5. Plaster Stop: Square type with 75 mm expanded metal lath flange, with ground dimension as required by plaster thickness, Style #66.
  6. Corner Beads: 26 gage galvanized steel, 62.5 mm expanded flanges, Style #1S.
  7. Corner Lath" 75 mm x 75 mm expanded metal lath, same as metal lath.
  8. Water: Fresh, clean and fit to drink, free from oil, acid, alkali and organic matter.
  9. Install metal lath and trim in accord with ASTM C 841.
  10. Apply gypsum plaster in accordance with ASTM C 842.
  11. Repair and Patch Existing Plaster: Cut out defective, damaged or soiled plaster. Patch with new Work and blend into adjoining plaster, making joints and feathered edges flush and indistinguishable, matching in texture, finish, and color. Point-up around trim, frames, and openings. Repair chips and other defects in existing ornamental Work.

SECTION 09 24 33 CEMENT PARGING

1. Cement: Ensure that materials meet the minimum standards set.
2. Use a steel trowel to evenly apply the cement mixture on the surface of the wall to create a skim coat finish.
3. Apply a second coat of cement after 30 minutes of applying the first one (if necessary).
4. After the coat of cement dries, use sand paper to further smoothen the wall surfaces.

SECTION 09 29 00 GYPSUM BOARD

* 1. Gypsum Board: ASTM C 36; Regular core, FS Grade R, Plain Face, Class 1; Plain Back, Form A; and foil backed at exterior walls. Tapered or recessed edge, Style 3. Minimum 12 mm thickness.
  2. Water-resistant gypsum backing board: ASTM C 630, water resistant treated core; for walls at janitor closets, and toilet rooms. Face, water resistant surface; back, plain; edge, tapered or recess.
  3. Cementitious Backing Board: ANSI A-118.9 cementitious matrix with glass fiber reinforcement. Thickness 12 mm, suitable for exterior use. Behind ceramic tile walls at tubs and showers.
  4. Fasteners: Protected with suitable rust-inhibitive coating; types and size suitable for project conditions, and fire rated assemblies. Screws, ASTM C 1002 self-drilling, self-tapping, power driven type; bulgehead type; size for thickness and type of application; at least 9.5 mm longer than total thickness of material penetrated. Type S. adhesive for lamination of Gypsum Board ASTM C 475.
  5. Trim: 26 gage minimum, roll formed, zinc coated steel, Metal Trim.
  6. Joint Reinforcement and Compounds: ASTM C 475.
  7. Acoustical Sealant: Acrylic, highly elastic, water base non-bleeding and staining; easily applied in beads; provide excellent adherence to surfaces; permanent flexibility.
  8. Sound Attenuation Blankets: Glass fiber blanket; unfaced Type I, semi-rigid 3 pcf. density, Class A, fire hazard classification: Flame Spread; Fuel contributed 20; Smoke Developed 0; Size, 62.5 mm, unless otherwise indicated.

SECTION 09 30 00 TILING

1. Acceptable Manufacture shall be specified by the Architect. Substitutions are not permitted.
2. Provide tile that complies with ANSI A137.1 for types, compositions and other characteristics indicated. Provide tile in the locations and of the types colors and pattern indicated on the Drawings and identified in the Schedule and the end of this Section. Tile shall also be provided in accordance with the following:
3. Factory Blending: For tile exhibiting color variations within the ranges selected under Submittal of samples, blend tile in the factory and package so tile taken from one package shows the same range of colors as those taken from other packages.
4. Mounting: For factory mounted tile, provide back or edge mounted tile assemblies as standard with the manufacturer, unless otherwise specified.
5. Factory Applied Temporary Protective Coatings: Where indicated under tile type, protect exposed surfaces of tile against adherence of mortar and grout by pre-coating with a continuous film of petroleum paraffin wax applied hot. Do not coat unexposed tile surfaces.
6. Epoxy Adhesive: ANSI A118.3, thinset bond type.
7. Mortar Bed Materials:
8. Portland cement: ASTM C150, type 1, gray or white.
9. Hydrated Lime: ASTM C207, Type S.
10. Sand: ASTM C144, fine.
11. Latex additive: As approved.
12. Water: Clean and potable.
13. Mortar Bond Coat Materials:
14. Dry-Set Portland Cement type: ANSI A118.1.
15. Latex-Portland Cement type: ANSI A118.4.
16. Epoxy: ANSI A118.3, 100 percent solids.
17. Standard Grout: Cement grout, sanded or unsanded, as specified in ANSI A118.6; color as selected.
18. Install tile and grout in accordance with applicable requirements of ANSI A108.1 through A108.13, manufacturer's instructions, and TCA Handbook recommendations.
19. Lay tile to pattern indicated. Arrange pattern so that a full tile or joint is centered on each wall and that no tile less than 1/2 width is used. Do not interrupt tile pattern through openings.
20. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
21. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make joints watertight, without voids, cracks, excess mortar, or excess grout.
22. Provide 3 mm tile spacer, otherwise specified, to ensure aligned intersection.

SECTION 09 65 00 RESILIENT FLOORING

* 1. Vinyl Composition Tile: ASTM F 1066, Composition 1, Asbestos free; Class 2 thoroughly blended composition of vinyl plastic resins, mineral fibers, alkali resisting pigments and fillers; Size: 180 mm x 920 mm x 3 mm; Colors as selected by the Architect from the full range. Manufacturer: **BCI Asia**.

SECTION 09 91 00 PAINTING

* 1. Specific products as indicated in Plans, establish a standard of quality.
  2. Paint Schedule for Interior:
     1. Metals-Ferrous (Iron, Steel) Frames, Columns and Pipe specified in the plans:
        1. 1 Coat alkyd primer; fast dry primer
        2. 2 Coats alkyd gloss; industrial enamel
     2. Gypsum Ceiling:
        1. Coat latex primer; P.V.A. primer (including walls to receive wall coverings)
        2. Coats alkyd eggshell; alkyd eggshell enamel
     3. Masonry - (Walls & Ceilings, Concrete, Cement Board)
        1. 1 Coat latex wall primer
        2. 2 Coats latex semi-gloss enamel
     4. Wood:
        1. Built-ins:
           1. 1 Coat alkyd stain and finish wood interior stain
           2. 1 Coat alkyd sealer; sanding sealer
           3. 2 Coats modified urethane, satin finish; urethane varnish

**DIVISION 10 SPECIALTIES**

SECTION 10 28 13 TOILET ACCESSORIES

* 1. Toilet accessories shall include but are not limited to toilet paper holders, trash receptacles, paper towel dispensers, soap dispensers, electric hand dryer, mop holder, robe hook, and shower curtain and rod. All accessories necessary for ADA compliance shall be provided and installed at locations and heights required.
  2. Floor drains shall be made of stainless steel beehive type, measuring 100mm x 100mm, and provided with detachable stainless strainer, expanded metal lath type.
  3. Toilet paper holder shall be vitreous china wall-mounted. Color shall reconcile with the adjacent fixture and facing tiles.
  4. Faucet(s) shall be made of stainless steel for interior use.

SECTION 12 35 00 SPECIALTY CASEWORK

* 1. Painted Marine Plywood.
  2. Simulated Stone Countertops.
  3. Hardwares:
     1. All rough hardware such as nails, screws, lag screws, bolts and other related fasteners required for carpentry work shall be first class quality and locally available.
     2. All finishing hardware consisting of cabinet handles, hinges and other similar hardware shall be first class quality available locally and conforming with the specifications under Section 1004.2.2 of DPWH BlueBook, Volume III.

**DIVISION 22 PLUMBING**

SECTION 22 40 00 PLUMBING FIXTURES

* 1. General:
     1. Quality: Provide fixtures that are free from flaws and blemishes with finished surfaces that are clear, smooth and bright. Where a surface of a fixture comes in contact with walls, floors and or surfaces of other fixtures, grind the surface flat and true.
     2. Trim for Standard Fixtures: Provide flare fitting type chromium-plated, brass pipe for all exposed flush, waste and supply pipes at fixtures. Provide 17-gauge, chromium-plated traps. Provide a flare type stop valve on each water supply to each individual fixture. For lavatories, provide individual stop and check on both cold and hot water. Provide a chromium-plated, flared type flexible riser from the stop valve to the fixture. Offset water supplies on handicapped lavatories to meet ADA requirements. Unless noted otherwise, provide vitreous china an enameled cast-iron fixtures in white. All new and replaced vitreous china fixtures shall have built-in anti-microbial coatings to extend periodic cleaning period. Provide automatic IR (infra-red) sensing faucets and flush valves whenever possible for lavatories, urinals and water closets. Automatic faucets and flush valves shall be with easy plug in for user friendly repair and replacement. Battery operated infra-red faucets flush valves are acceptable with prior approval. The batteries life shall be guaranteed for extended period.

**DIVISION 26 ELECTRICAL**

EW 1.0 **GENERAL CONDITIONS:**

1.1 The work under this Section shall be subject to the requirements of the General Conditions, which shall be included as part of this Specifications and which shall apply to all work to be performed under the Electrical Division. The contract documents, instructions, drawings and specifications shall be considered as one. Whatever is called for by any of the documents shall be binding as if called for by all.

EW 2.0 **GENERAL DESCRIPTION:**

2.1 The work to be done under this Division of the Specifications consists of the fabrication, furnishing, delivery and installation, complete in all detail of the Electrical Work at the subject premises and all work materials incidental to the proper completion of the projects, except those portion of the work which are expressly stated to be done by others. All work shall be in accordance with the governing Codes and Regulations and with the Specifications, except where some shall conflict with codes, etc., which the latter shall then govern. The requirements in regard to materials and workmanship specify the required standard for the furnishing of all labor, materials and appliances necessary for the complete installation of the work specified herein and indicated on the drawings. These specifications are intended to provide a broad outline of the required equipment, but are not intended to include all details of the design and construction.

EW 3.0 **WORK INCLUDED :**

3.1 Under this Division and together with the specifications, provide all materials and equipment and perform all the work necessary for the complete execution of the electrical systems shown on the electrical drawings with reference to the general construction drawings as herein specified, or both except as otherwise excluding the generality of the foregoing, shall include but not limited to the following principal items of work:

a. Supply and installation of complete electrical system as indicated on plans.

b. Supply and installation of complete auxiliary works as indicated on plans.

c. Supply and installation of telephone cable cat 5e data-grade plenum-rated cabling and conduit system for communication.

d. Supply and installation of CATV (75Ω) RG-6 coaxial cables and conduit system for the new cable TV system.

e. Supply and installation of complete power and control wiring to various mechanical and sanitary equipment unless otherwise specified.

f. Supply and installation of standard and special lighting fixtures as specified by the Architect and/or owner’s representative.

g. Supply and installation of wiring devices, switches and outlets, wall receptacles, plates and accessories.

h. Termination of all electrical system and auxiliary.

i. Complete testing and commissioning of all electrical lighting, power and auxiliary systems.

j. Securing of electrical wiring permit and certificate of electrical inspection.

k. Application and securing the approval for the electrical power, telephone and CATV service connections including the preparation of the necessary plans, forms and related documents, payments of fees and charges and coordination with the involved parties and other authorities or persons involved in the procedures.

l. If anything has been omitted for any items of work or materials usually furnished, which are necessary for the completion of the entire work as outlined herein before, then such items must be and hereby included in this division of work.

EW 4.0 **CODES, INSPECTIONS AND PERMITS:**

4.1 The work under this Contract is to install according to the requirements of the latest Philippine Electrical Code, the rules and regulations of Metro Manila and the requirements of Local Power, Cable and Telephone Companies. Nothing contained in these specifications or shown on the drawings shall be construed as to conflict with the national and local ordinances or laws governing the installation of the electrical work and all such laws and ordinances are hereby made part of these specifications. The Electrical Contractor with valid **PCAB Contractor’s License** is required to meet the requirements thereof.

EW 5.0 **RECORD DRAWINGS:**

5.1 The Contractor shall, during the progress of the work, keep a careful record of all changes where the actual installation differs from that shown on the construction drawings. The Engineer will furnish at cost a complete set of A3 size and electronic file on which the Contractor shall, in a neat and accurate manner will make a complete record of all changes and revisions to the original design, as installed in the completed work. These drawings shall be submitted to the Engineer for approval. After the approval they shall become the property of the Engineer and final payment will be withheld until receipt of the approved record drawings.

EW 6.0 **SHOP DRAWINGS AND SAMPLES:**

6.1 Prepare and submit for approval to the Engineer shop drawings and cuts of all equipment, appliances and fixtures to be furnished. After final approval by the Engineer, a sufficient number of copies as directed shall be furnished for distribution. Fixture and device cuts and/or catalogue shall be clearly marked to indicate the items furnished. Do not submit individual sheets, cuts, catalogues or drawings, for instance, wiring device cuts should be for all types of devices to be furnished, rather than for a few types.

6.2 Submit to the Engineer for approval samples of circuit breakers, pull boxes, metal boxes, connectors, adaptors, metal flexible conduits, conduits & fittings, wire nuts, wires, wiring devices, finished plates and or/any other items as may be required by the Engineers.

EW 7.0 **COORDINATION:**

7.1 The Contractor shall cooperate in every way and work with all other contractors to whose apparatus he shall connect is part of his work and also provide in his work connections and facilities for the connection of their work. The Contractor is hereby called upon to prepare such drawings of details of his equipment, locations of sleeves, inserts and supports as may be required for the assistance of the General Contractor and the contractors for other mechanical trades. Upon demand, he shall furnish these drawings in adequate numbers for the information of all parties concerned and shall coordinate the preparation of these drawings by consultation with other trades involved before submitting them. The approval of such drawings will not relieve the Contractor in any way from the responsibility of not properly locating or coordinating his work with the work of others.

EW 8.0 **MINOR MODIFICATIONS:**

8.1 The plans as drawn are based upon the architectural plans and the details and shown condition as accurately as it is possible to indicate them in scale. The plans are diagrammatical and do not necessarily shows all fittings etc., necessary to fit to the building conditions. The locations of receptacles, outlets, switches, apparatus and appliances shown on the plans are approximate. The Contractor shall be responsible for the proper location in order to make them fit with the architectural details and instructions from Engineer’s representative at the site.

EW 9.0 **GUARANTEES:**

9.1 This Electrical Contractor shall guarantee that the entire electrical systems are free from all defective workmanship and materials and will remain so far a period of one (1) year from the date of acceptance of the work.

9.2 The Electrical and Auxiliary Contractor shall indemnify and save harmless the Owner, the Architect and the Engineer from and against all liability for damages arising from injuries or disabilities to persons or damages to property occasioned by any or omission of the Contractor or any of his subcontractors including any and all legal expenses or otherwise, which may be incurred by the Owner, the Architect or the Engineer in the defense of any claims, actions, or suit.

EW 10.0 **APPROVALS, SUBSTITUTIONS, ETC.:**

10.1 Wherever hereinafter the work “for approval”, or “approved” (make, type, size, arrangement, etc.) are used, especially in regard to manufactured specialties, or wherever it is desired to substitute a different make or type of apparatus, shall be submitted to the Engineer and their approval must be secured before the apparatus is ordered or installed.

EW 11.0 **SUBCONTRACTS, ETC.:**

11.1 The Electrical Contractor shall be held fully responsible for the work of any subcontractors or manufacturer performing work or supplying materials, as it is intended that the entire electrical work, when finally delivered to the Owner, shall be ready in every respect for satisfactory and efficient operation.

EW 12.0 **WORKMANSHIP:**

12.1 The work throughout shall be executed in the best and through manner under the direction of and to the satisfaction of the Architect and the Engineer, who will jointly interpret the meaning of the drawings and specifications and shall have the power to reject any work and materials, which in their judgment are not in full accordance therewith.

12.2 The Electrical Contractor shall have in his file, for ready access and reference, a set of drawings indicating all work as normally installed, incorporating in same all changes and additions. Upon the termination of the Contract, he shall prepare a set of tracings indicating thereon the electrical work as actually and finally installed. These tracings shall be turned over to the Engineer.

EW 13.0 **STANDARD OF MATERIALS:**

13.1 All materials shall be new and shall conform with any of the standards of such as **UL, ASA, IEEE, NEMA, PNS, IPCEA and ASTM** in every case where such a standard has been established for the particular type of materials in question.

13.2 All materials on all systems shall comply with the following specifications, unless noted specifically and all materials when not specified shall be the best of their respective kind.

13.3 Samples of any materials shall be submitted for approval to the designing Electrical Engineer.

EW 14.0 **INSTALLATION REQUIREMENTS:**

14.1 Approval of equipment and materials: All electrical materials shall be new and must meet the requirements of the specifications and shall bear the inspection label wherever such standard has been established. As soon as practicable and within fifteen (15) days after the official award of Contract and before any materials or equipment is ordered, the Contractor shall submit to the Engineer for approval, one complete list of materials, apparatus and equipment, in triplicate, giving the manufacturer’s name, address, descriptive data, trade name of items, rated capacities, certified analysis catalogue number, etc., and when called upon to do so, the complete specifications and cut of drawings of such item, of whole or portion of list, as required by the Engineer, which he proposes to use or install.

14.2 **Ground Test:** The entire installation shall be free from improper ground and from short circuits. These shall be made and recorded in the presence of a representative of the Owner, Project Manager and the Engineer. Each panel shall tested with main connected to the feeder, branches connected and switches closed, all fixtures in place and permanently connected, lamps removed or omitted from the sockets, ballast disconnected and all wall switches closed. Each individual power feeder shall be tested with the power equipment connected for proper and intended operation. In no case shall be the insulation resistance be less than that allowed by the regulations for electrical equipment and buildings. Failures shall be corrected in a manner satisfactory to the Engineers.

14.3 **Performance Test:** It shall be the responsibility of the Electrical Contractor to test all systems of the entire electrical installation for proper operational conditions. This condition shall apply to the power, lighting and auxiliary installations. Where sequence operation is required, the electrical contractor shall test for proper sequence and he shall leave the entire electrical installation in satisfactory working condition.

14.4 **Protection:** The Electrical Contractor shall effectually protect his own work from damage during and as may be necessary after installation and he shall likewise protect adjoining work of other trades from damage resulting from the installation of electrical work.

EW 15.0 **CONTRACT DRAWINGS:**

15.1 The location of various items indicated on the drawings are presumed to be approximately correct, but it is to be understood however, that the small scale drawings are necessarily diagrammatic and that such locations as shown, are subject to slight revision as the work is installed, which may be necessary to accommodate local construction conditions. No major change shall be made, however, without the approval in writing to the Engineers. The electrical contractor shall examine and study the architectural scale drawings, large scale and full size details, the approved shop drawings of other trades and he shall frequently consult with the General Contractor to ascertain any changes that may have been made and he shall be guided accordingly before establishing the precise locations of conduit runs, panels, pull and junction boxes, and outlets for all electrical system.

EW 16.0 **WIRES and CABLES:**

16.1 All wires shall be copper, soft-drawn and annealed, shall be of 99.9% conductivity, shall be smooth and true and of a cylindrical form and shall be within +/-1% variation of the actual size called for.

Wires and cables for lighting, power and auxiliary systems shall be nylon jacketed, plastic insulated for 600 volts working pressure, type THHN/THWN unless otherwise noted.

16.4 For lighting and power system, no wire smaller than 3.5mm2 (AWG No. 12 stranded) shall be used and must be color-coded.

16.5 All wires and cable shall be color-coded and as manufactured by Philflex, Duraflex, Phelps Dodge or approved equal. Color-coding of wires are as follows:

Line 1 – Red Ground – Green/Yellow green

Line 2 – Yellow Control wire #01 – Black

Line 3 – Blue Control wire #02 – White

Neutral – White

EW 17.0 **CONDUITS:**

17.1 Metallic conduits for interior and exterior systems shall be a standard weight, mild steel, hot-dip galvanized with an interior coating as manufactured by Panasonic, McGill, Allied or approved equal. PVC non-metallic conduits embedded in concrete slabs, concrete walls and partitions shall be Emerald, Atlanta, Neltex or approved equal.

17.2 Schedule 40 PVC is acceptable in installations embedded in concrete wall partitions or concrete slab. No installation of PVC in any exposed layout.

17.3 No conduits shall be used in any system smaller than 15mm dia. electric trade size, nor shall have more than four 90-degree bends in any one run and when necessary, pull boxes gauge 16 shall be provided as directed. Location and sizes of pull boxes shall be cleared to the Engineer prior to fabrication and installation.

17.4 No wires shall be pulled into any conduit unless the conduit system is complete in all details. In the case of concealed work, no wires shall be pulled until all rough plastering or masonry has been completed and in the case or exposed work, until the conduit has been completed in every detail.

17.5 The ends of all conduits shall be tightly plugged to exclude plaster, dust and moisture while the building is in the process of construction.

EW 18.0 **OUTLETS, BOXES AND FITTINGS:**

18.1 All outlets of whatever kind, for all systems, shall be provided with suitable fittings, which shall be either a box or other devices especially designed to receive the type of fittings to be mounted thereon.

18.2 The Electrical Contractor shall consult with the Architect and the Engineer as to the nature of the various fittings to be used before installing the outlet fittings and shall conform strictly in the use of such fittings, to the nature of the appliance to be mounted on them, so that the work, when finished will be a completed design.

18.3 In the case of fixtures, the outlet fittings shall be provided with suitable fixture supports of a size and kind required by the fixture to be hung. Fixture studs in general shall be 10mm dia.

18.4 At all outlets on concealed conduit work, provide galvanized deep-type pressed-steel outlet boxes of standard make. These boxes shall be especially designed for apparatus required and in all cases where such boxes are not available on the market, special boxes shall be made by the Contractor at his own expense. Outlets boxes and switch boxes shall be deep-type the gauge #16, as manufactured by Fumaco, Quapcor, Steel City, or approved equal.

EW 19.0 **JUNCTION and PULL BOXES:**

19.1 Junction and pull boxes, per code gauge steel, shall be provided as indicated or as required for facilitating the pulling of wires and cables. Pull boxes in finished places shall be located and installed with the permission of and to the satisfaction of the Architect and Engineer. Sizes shall be subject to the approval or the engineer.

19.2 Pull boxes shall be fabricated with hinged-type, demountable and lockable covers if necessary. Knockouts shall be maintained for straight pull installation along two opposite side of the box only.

19.3 Pull boxes for straight pulls shall have the length of the box not less than forty-eight times the outside diameter, over sheath, of the largest shielded or lead covered conductor or cable entering the box. The length shall not be less than thirty-two times the outside diameter of the largest non-shielded conductor or cable.

EW 20.0 **WALL SWITCHES, OUTLETS:**

20.1 Wall switches shall be rated at 15 amperes, 250volts, one-way, two-pole, three-way as required. Certain combinations shall be furnished with pilot lights as required and where indicated on the drawings. Switches shall be of the quick connect terminal operated. The type of switch shall be tumbler operation and the color plating and appearance of walls plates shall selected by the Architect and appropriate samples shall be submitted prior to the purchase of wall switches and wallplates. Switches shall be manufactured by Panasonic, Akari, Toshiba or approved equal.

20.2 Receptacle outlets shall be for flush mounting, duplex rate at 10 ampere, 250 volts, universal grounding type 3-wire. Type and color of receptacle outlet plates shall be selected by the Architect, and appropriate samples of outlets and plates shall be submitted prior to purchase of devices. Receptacles shall be as manufactured by Panasonic, Akari, Toshiba or approved equal.

EW 21.0 **PLATES:**

21.1 All switches and receptacle plates shall be as approved by the Architect and Engineers, prior to procurement and as manufactured by Panasonic, Akari, Toshiba or approved equal

EW 22.0 **PANELS and CABINETS:**

22.1 Standard panels and cabinets as far as possible, shall be used and assembled at jobsite. All panels shall be of dead front construction furnished with trims for flush or surface mounting, as required. Cabinets shall be of code gauge steel with gutters at least 150mm and wider, if necessary. The trim for all panels shall be finished in light gray enamel over a rust inhibitor.

22.2 Panels and cabinets shall be fabricated by a reputable fabricator. Fabricator’s shop drawings in triplicate copies shall be submitted for approval before fabricating the panels. Acceptable fabricators are QUADRO J INDUSTRIAL SALES CORP. and any reputable fabricator. Only one brand of circuit breaker and fabricator shall be used for the entire requirements of the project. Combinations of brand will be rejected.

22.3 Lighting panels shall be required with two-pole circuit breaker in the branch circuits and in the main unless noted otherwise on plans. As indicated on plans, the panels shall be assembled in two or more sections where over two-pole circuits. Ground bus terminals shall be standard features to the panel, using compression type lugs for grounding wire connection with the ground bus.

EW 23.0 **INDIVIDUAL BREAKERS and SWITCHES:**

23.1 Provide individual circuit breakers and disconnect switches when indicated on the plans. Voltage rating shall be suitable in each case of service application.

23.2 Enclosure for indoor application shall be NEMA-1, and for outdoor application shall be NEMA 3R unless otherwise indicated in the plans.

23.4 Circuit breakers shall consists of a quick-make, quick-break type entirely tip free operating mechanism contacts with arc interrupter and thermal magnetic trip used for each pole and enclosed in a molded phenolic case. The thermal magnetic trip unit shall provide time delay overload protection and instantaneous short circuit protection and shall operate internal common trip bar which will open all poles in case of overload or short circuit in any one-pole. Circuit breaker shall be trip indicating with the tripped position of breaker midway between “ON” and “OFF” positions.

23.5 Only one single brand of circuit breaker shall be used on the entire project requirement. The only acceptable brands are G.E., ABB, Square-D, Terasaki and Mitsubishi Electric. Submit brochures for approval.

23.6 Minimum interrupting capacities of each circuit breaker are 10kaic and indicated on the load schedule. Application of circuit breakers shall be approved for the intended load per panelboard schedule.

23.7 Safety and disconnect switches shall be non-fusible and of sizes indicated on plans and shall be normal duty type, except as noted otherwise. Enclosures shall be NEMA-1 for indoor use and NEMA3R for outdoor use.

EW 24.0 **DISCONNECTING MEANS:**

24.1 Disconnecting means shall be provided as indicated on the drawings and at each motor or appliance location. The disconnect may be omitted if same are incorporated in motor controls supplied in other divisions. Unless otherwise noted on drawings, the disconnecting device shall be monetary push button station that can be locked in the open position. This pushbutton shall be furnished, installed and connected by the Electrical Contractor.

EW 25.0 **LOCATION OF WIRING AND OUTLETS:**

25.1 The Contractor shall coordinate his work with all trades involved so that exact locations may be obtained for all outlets, apparatus, appliances & equipment. The circuit numbers indicated as numbers 1, 2, 3, 4, 5 may not correspond to actual panel circuit connection numbers but must be balanced for better load distribution.

25.2 The location of outlets shown on diagrammatic wiring plans shall be considered as approximate and it shall be incumbent upon the Contractor, before installation of outlets boxes, to study all pertinent drawings and obtain precise information from the architectural schedules, scale drawings, large scale and full size details of finished rooms and the approved shop drawings of other trades or from the Architects. In centering the outlets, due allowance shall be made for window and door trims, variations in thickness of pouring, plastering, etc., as erected, regardless of conditions which may be otherwise shown on small scale drawings. Outlets incorrectly located shall be properly relocated at the contractor’s expense. Local switches shown near the doors shall be verified with the Architect’s drawings before installation.

EW 26.0 **SERVICES:**

26.1 Power supply coming from **LOCAL POWER COMPANY** shall be Three-phase, four-wire plus ground, \_\_\_\_**kV, 60Hz step-down to 400/240VAC 3 phase, 3wire plus ground via distribution transformer to be supplied by Local Power Company and/or Owner.**

Unless otherwise indicated on drawings, all motors shall be furnished, set up and secured in place by others trades. Unless otherwise indicated on drawings, the Electrical Contractor shall do all wiring for power, including the connection up to the motors and such as line switches, motor starters, speed regulators, circuit breakers, compensators or any other appliances that may be furnished with the motors. He shall also have there the presence of his representative when the motors are first started by the trade furnishing it in order to determine if correctly done.

EW 27.0 **POWER AND LIGHTING DISTRIBUTION SYSTEM:**

Furnished and install the lighting receptacle and power panels as indicated on plans and panel boards schedule. From the main breaker, install feeders to the various outlying panels, motors or equipment as shown on the plans.

EW 28.0 **LIGHTING SYSTEMS:**

28.1 The lighting system shall be complete in every respect, all as indicated on the plans as specified.

28.2 All wiring shall be installed in PVC pipe using standard fittings or as indicated in the plans and in general shall be concealed in the structure.

29.3 Mounting heights of devices shall be as detailed on the plans or as follows:

Local switches - 1360mm from center of device to finished floor line.

Receptacles - 350mm above floor or 150mm above counters, or as shown on in architectural details.

EW 30.0 **LIGHTING FIXTURES AND ACCESSORIES:**

30.1 Provide lighting fixtures and accessories in accordance with the requirements of the electrical plans.

30.2 Provide scaled and dimensioned detail drawings of all luminaire types, except where specified fixtures are standard, unmodified, catalog information may be substituted for shop drawings. Provide full size cross sections for major luminaires and all custom designed luminaires. Indicate finished dimensions, metal thicknesses and gauges, material finished, electrical and mechanical connections, fasteners, welds, joints and provisions for the work of others. For fixtures specified as “continuous runs,” provide scaled drawing showing and lamp layout for the actual length of run. Submit fixture data with mounting details that included appropriate mounting accessories for each ceiling type.

30.3 Provide “samples” as called for in the Contract Documents. Supply a completely operate fixture with a plug and cord for standard 240 volt service. Provide lamps and component parts as specifically requested by Architect/Engineer. Provide samples for all custom designed luminaires and modified standard luminaires. If specifically called for in the fixture descriptions, temporarily install, connect and adjust the specified number of fixtures at no additional cost to Owner. Place the mockup fixtures where and when directed. Remove and store mock-up fixtures when accepted, at Contractor’s expense.

30.4 Except as modified by governing codes and by the Contract Documents, comply with the latest applicable provisions and latest recommendations of the following:

Philippines Electric Code (PEC)

Illuminating Engineering Society (I.E.S.)

National Electrical Manufacturers Association (NEMA)

The ballasts shall have a guarantee against defects for a period of one (1) year, except electronic ballast guarantee shall be for one (1) years. Guarantee shall include replacing defective ballast with new ballast.

30.5 Plainly mark fixtures equipped with ballasts for operation of rapid start lamps “Use Rapid Start Lamps Only”. Similarly, mark other fixture according to proper lamp type. Clearly mark ballasts that have multilevel outputs, and indicated proper terminals for the various outputs. Provide markings that are clear and which are readily visible to service personnel, but not visible from normal viewing angles when lamps are in place.

30.6 Provide fixtures completely factory assembled and wired, and equipped with necessary sockets, ballast, wiring, shielding, reflectors, channels, lenses and other parts necessary to complete the fixture installation, and deliver to project site ready for installation.

30.7 Provide housings for discharge lamps (fluorescent, H.I.D.) fixtures that make electrical components easily accessible and replaceable, without removing the fixture body from its mounting. Unless specifically indicated otherwise, provide with a high-temperature baked enamel coating of color and finish as specified. Unless otherwise specified, provide white baked enamel reflective surfaces with a minimum reflectance of 86%. Give all parts proper etched surface preparation prior to painting to assure pain adherence and durability.

30.8 Provide ballasts which are suitable for the electrical characteristics of the supply circuits to which they are to be connected, and which are suitable for operating the specified lamps. No extra compensation will be allowed for failure to properly coordinate ballasts voltage with circuitry. Provide ballasts that are listed with Underwriters Laboratories and bear the U.L. and CBM label. All ballasts shall be designed, built and tested in accordance with ANSI and PEC standards. Acceptable ballast manufacturers are Advance, EBT, Magnetek, Motorola and Osram/Sylvania.

30.9 Provide wiring between fluorescent lamps holders and associated operating and starting equipment, of similar or heavier gauge than the leads furnished with the approved types of ballasts, and having equal or better insulating and heat resisting characteristics. Provide internal wiring of fixtures containing a minimum number of splices. Make splices with acceptable mechanical insulated steel spring type connectors, suitable for the temperature and voltage conditions to which the splices are to be subjected. Provide a complete set of new lamps in each fixture immediately prior to turnover to Owner. Acceptable lamp manufacturers are General Electric, Philips Lighting, Osram/Sylvania and Venture Lighting.

30.10 Provide incandescent and H.I.D. lamp sockets with porcelain housings over copper screw shells, with medium base sockets rated at 600W. Plastic or metal sheet sockets are not acceptable. Provide fluorescent fixture sockets that are white, of heat resistant plastic and rated at 600W. Fluorescent lamp sockets operating with an open circuit voltage in exceeds of 300 volts shall be of the safety type which opens the supply circuit when the lamp is removed from the sockets.

30.11 Provide reflectors and reflecting cones or ballasts fabricated from #12 aluminum reflector sheet, 1.4 millimeter inch (16 gauge) or heavier, and absolutely free of tooling marks including spinning lines, and free of marks or indentation caused by riveting or other assembly techniques. No rivets, springs, or other hardware shall be visible after installation.

30.13 Provide necessary hardware with fixtures, such as stems, plates, plaster frames, hangers and similar items, for safe supports of fixtures for the ceiling construction in which they shall be installed. Provide plaster frames made of non-ferrous metal, or of steel that has been suitably rustproof after fabrication.

ECE 30.0 **TELEPHONE SYSTEM :**

30.1 The telephone system shall consist of an interior system of conduits, outlets boxes, junction boxes and terminal cabinets as shown on the plans.

30.2 Branch conduits shall be non-metallic conduit (PVC) with a minimum diameter of 20mm for installations embedded in concrete slab or concrete wall partition and EMT for all exposed layout. Riser panel boxes or telephone terminal cabinets shall be code gauge construction with snap catch and brass lock. All cabinet shall be keyed alike. Each cabinet shall be provided with 20mm thick backboard. It shall be primed with red lead and finished with gray acrylic paint. Pull, splice and/or junction boxes shall be provided with removable cover and lock at the underside when placed above ceiling or as shown in the plans. All work materials shall be brand new, free from defects, installed and constructed in a workmanlike manner according to prevailing standard practice.

ECE 31.0 **CATV SYSTEM :**

31.1 The Contractor shall furnish and install Community Master Antennae Television System (CATV) as shown in the drawings. The installation requirement is specifically on interfacing with the existing system. All materials and equipment to be furnished shall be new and standard products of a single manufacturer regularly engaged in the production of such equipment.

31.2 Installation of the system shall be governed by the provision of the latest edition of the Philippine Electrical Code (PEC) and other existing rules and regulations of the locality and governing agencies.

31.3 Tap-off shall be flush-mounted, with back match outlet plates. It shall be provided with bushing and cable connectors to accept RG-6 coaxial cable, size as required. Input and output impedance shall be 75 ohm. Tap-off shall have low insertion loss and shall be provided with end-of-line resistor when required.

31.4 Cables shall be of the coaxial type with a characteristic impedance of 75 ohms, plus or minus 10 percent over the entire frequency range of the system. All cables shall be frequency-swept for abnormal losses. Conductors shall be copper. Insulation shall be solid or expanded polyethylene. Shielding shall be copper braid.

31.5 All cable connections and tap-off shall be made with approved silver-plated solderless, 75 ohm-fittings designed for the purpose. Cables shall be installed without kinks, sharp bends, or deformations, in a manner to prevent abrasion and shall not be less than 300mm from any electric or telephone line or equipment. Cables shall be installed in embedded PVC in concrete slab or concrete wall partitions but in any exposed layout it must be EMT. The Contractor shall be responsible for all supervision, commissioning, tests and adjustment for the system. Such work shall be performed by or under direct supervision of an Electronics and Communications Engineer. The equipment supplier shall guarantee the equipment for a period of two years to be free from inherent defects in materials and workmanship. Any defective part or equipment shall be repaired or replaced free of charge.

ECE 32.0 **CLEANING UP:**

32.1 The Contractor shall at all times keep the construction area, including storage areas used by him, free from accumulations of waste materials or rubbish and prior to completion of work remove any rubbish from and about the premises and all tools, scaffolding, equipment, and materials not the property of the Owner.

32.2 Upon completion of the construction, the Contractor shall leave the work and premises in a condition satisfactory to the Owner and Engineer.

EW 33.0 **PROJECT CLOSURE:**

33.1 Upon completion of the project, the following procedures shall be followed: Walk-thru inspection by the Owner, Engineer and Contractor. Any discrepancy noted shall be fixed before project is closed. Compile a complete equipment maintenance manual for all equipment. Submit copy of “As-Built” drawings to the Owner and Engineer.

**DIVISION 13: FIRE SPRINKLER SYSTEM**

PART 1.00 – General

1.1 General Description

1.1.1 The work to be done under this Division of the specifications consists of but not limited to fire sprinklers, fire hose cabinets, piping, extinguishers, and all accessories required for complete fire protection system, power wiring and motor starting equipment, except those portions of the work which are expressly stated as to be done by others. All works shall be in accordance with the governing Codes and Regulations and with the specifications, except where same shall be in conflict with such Codes, etc. which, later shall then govern. The requirements with regard to materials and workmanship specify the required standards for the furnishing of all labor materials and appliances necessary for the complete installation of the work specified herein and indicated on the drawing.

1.2 Contractor Qualifications

1.2.1 In accordance with the Codes and Regulations, the work shall be done and executed by a qualified Contractor with **Philippine Contactors Accreditation Board (PCAB) License**.

1.3 Drawings and specifications

1.3.1 The contract drawing and specifications are complementary to each other and any labor or materials called for by either, whether or not called for by both, if necessary for the successful operation of any of the particular type of equipment will be furnished and installed without additional cost to the owner.

1.3.2 All dimensional locations of equipment, piping, and appurtenance shall be verified on the architectural drawings and manufacturer’s catalogue.

1.4 Intent

1.4.1 It is not intended that the drawing shall show every pipe, fitting, valve and equipment. All such items whether specifically mentioned or not, or indicated on the drawing, shall be furnished and installed if necessary to complete the system in accordance with the best practice of the Mechanical trade and to the satisfaction of the Architect, the Engineer and the Owner.

1.5 Site Investigation

1.5.1 The Contractor is required to visit the site and to ascertain for himself the local conditions and facilities that may affect his work. He will be deemed to have done this before preparing his proposal and any subsequent claims on the ground of inadequate or inaccurate information will not be entrained.

1.6 Shop Drawing

1.6.1 The Contractor shall submit to the Architect and the Engineer, for approval, four (4) copies of all shop drawing of details and connections not shown on the drawings or deviations thereof but required for the work. The Contractor shall certify that the drawing has been checked for dimensions, materials, and

1.7 Record Drawing

1.7.1 The Contractor shall during the progress of work, keep a record of the actual installation from that shown on the contract drawing.

1.7.2 Upon completion of work, the Contractor shall submit four (4) copies; one (1) shall be reproduction of the as built drawing indicating the work as actually and finally installed.

1.8 Guarantee

1.8.1 The Contractor shall guarantee that the mechanical system is free from all defective workmanship and materials and will remain so for a period of one (1) year from date of acceptance of the work. The Contractor at his own expenses shall remedy any defect, appearing within the aforesaid period.

1.9 Permits

1.9.1 The Contractor shall be responsible for securing all the required construction and operations permits and pay all the necessary fees thereof. Copies of all the permits together with certificates of inspection shall be submitted to the Owner.

1.10 Codes and Standard

1.10.1 The work under this contract is to be installed as per the latest requirements of the following:

1.10.1.1 FIRE CODE OF THE PHILIPPINES

1.10.1.2 PHILIPPINES NATIONAL BUILDING CODE

1.10.1.3 UNIFORN BUILDING CODE

1.10.1.4 NFPA – 10 (PORTABLE FIRE EXTINQUISHER)

1.10.1.5 NFPA – 11 (FOAM EXTINQUISHING SYSTEM)

1.10.1.6 NFPA – 13 (INSTALLATION OF SPRINKLER SYSTEM)

1.10.1.7 NFPA – 14 (STANDPIPE AND HOSE SYSTEM)

1.10.1.8 NFPA – 20 (CENTRIFUGAL FIRE PUMP)

1.10.1.9 NFPA – 22 (WATER TANK FOR FIRE PROTECTION)

1.10.1.10 NFPA – 70 (NATIONAL ELECTRICAL CODE)

1.10.1.11 NFPA – 75 (ELECTRONIC COMPUTER)

1.10.1.12 NFPA – 172 (FIRE PROTECTION SYMBOLS)

1.10.1.13 NFPA – 291 (FLOW TESTING OF HYDRANT)

1.11.1 The Contractor shall submit all the necessary documents such as material’s catalogue, samples, shop drawing, manufacturer’s standard drawings, manufacturer’s standard installation instructions, operation and maintenance manuals, equipment warranty, and all other documents as may be required.

PART 2.00 - Materials

2.1 Quality Assurances

2.1.1 All material to be used shall be new and shall conform to the reference codes and standards. Use of materials shall further be governed by other requirements, imposed on other sections of these specifications. Materials shall be subject to the necessary tests to assure their fitness if so required.

2.2 Alternate Materials

2.2.1 Use of any material, not specified in these specifications may be allowed provided that such alternate has been approved by the Architect, Engineer and Owner and provided further that a test, if required shall be done by an approved agency in accordance with generally accepted standards.

2.3 Identifications

2.3.1 Each length of pipe, fitting, valves, equipment and other appurtenance used in the fire protection system shall have cast, stamped or indelibly marked on it the manufacturer’s trademark or name, the weight type and class of product when so required by the standards mentioned above.

2.4 Pipes and Fittings

2.4.1 Provide materials specified; however, only one material selection will be allowed for any nominal steel pipe size.

2.4.2 Pipes: Interior and exterior piping shall be “**SUPERIOR**” pipe Manufactured by Supreme Steel Pipe Corporation, ERW Black Iron pipe, Standard ASTM A-120, ASTM A-53, BSS, IS0, PNS 26 schedule 40.

2.4.3 Each length of pipes shall be hydraulically tested. Submit manufacturer test certificate.

2.4.4 Fittings: B.I. Malleable pipe fittings, American standard threads “MECH FITTINGS”, “SCI”, Brand. 50mm dia. and smaller shall be threaded and 65mm dia. and larger shall be welded.

2.4.5 Provide flanged, grooved or screwed connection at all points requiring removal of equipment for maintenance.

2.4.6 Riser, feedmain and crossmain shall be grooved coupling connection

2.4.7 Piping Identification 2.4.7.1 Identify all piping with Color Coding.

2.4.7.2 Apply painting only after all are completed.

2.4.7.3 Two (2) coats of primer paint plus one (1) coat of International Red enamel paint.

2.4.8 Piping Installation

2.4.8.1 Piping installation shall be parallel to the building lines and other piping. Install essentially as shown. Modify as required to clear building structure and openings, lights, ducts and other devices.

2.4.8.2 Provide sufficient unions and flanged connections to permit dismantling and removing equipment for maintenance, whether or not shown on drawings.

2.4.8.3 Install valve where it can be conveniently operated from the floor.

2.4.8.4 Provide adequate spacing to permit installing, servicing valves and specialties and replacing sections of pipe.

2.4.8.5 Install piping to permit drainage by gravity.

2.4.8.6 Allow for thermal expansion by providing expansion loops or bends where shown and wherever required.

2.4.8.7 Connection between potable and non-potable system shall not be permitted.

2.4.8.8 Provide pipe sleeves for all piping passing through building structure.

2.4.8.9 Horizontal and vertical pipe shall be spaced to avoid sagging and misalignment of piping. Hanger shall be adjustable to permit drainage or sloping of pipes.

2.4.8.10 Provide isolation of pipe and hanger of different materials.

2.4.8.11 Trapeze hangers may be used in lieu of separate hangers on pipes running parallel to and close to each other.

2.4.8.12 Provide auxiliary structural steel member as may be required for proper support of piping.

2.5 Pipe Support

2.5.1 Pipe support shall be fabricated with flat bar, round bar, and angular bar of appropriate size.

2.5.2 Anchorage of pipe support on concrete slab or beam shall be expansion shield as shown on details.

2.5.3 All hangers and supports shall be painted with one (1) coat of primer paint and two (2) coats of epoxy paint.

2.6 Pipe Sleeves

2.6.1 Pipe sleeves shall be B.I. Pipe, schedule 20.

2.6.2 Sleeves shall have a minimum clearance of 25 mm around the pipe, if any, and caulked with oakum and mastic sealant.

2.6.3 All metal parts shall be powder coated.

2.7 Joint Materials

2.7.1 Lubricant for screwed thread shall be non-hardening and non-

poisonous.

2.7.2 Gasket for flanged joints shall 1/8” thick neoprene; bolts shall be hexagon-head ASTM A-307, with heavy hex nut.

2.7.3 Gasket for grooved joint shall be listed for fire service.

2.8 Valves and Devices

2.8.1 Check Valves shall be “Victaulic”, UL/FM, 200 psi Cast Iron Body, Wafer Type.

2.8.2 OS & Y Gate valves shall be “Victaulic”, UL/FM, 200 psi Cast Iron Body, Flange Type.

2.8.3 Butterfly Valve with built-in tamper switch shall be “Victaulic”, UL/FM, 175 psi Cast Iron Body, Wafer Type.

2.8.4 Fire Hose Valve shall be “Victaulic”, UL/FM, 300 psi Brass finish, with cap and chain.

2.8.5 Inspector Test Valve shall be Globe Valve and Sight Glass, 300 psi brass finish.

2.8.6 Alarm Check Valve shall be Victaulic, UL/FM, 175 psi Cast Iron Body, Flange Type, Complete accessories, trim wet vertical model, retard chamber and wafer motor alarm gong.

2.9 Pressure Gauges

2.9.1 Pressure gauges shall be range such that normal operating pressure is centered in range and be accurate within one percent of Bourdon tube; spring type with 100 mm dials, black finished case, white dial with black figures and graduations, and with recalibrating screws. Each gauge shall be furnished with brass gauge cock.

2.10 Fire Hose Cabinet

2.10.1 Cabinet: Standard size 32” x 27” x 7”. Gauge 18, recessed/surface type, inclusive of aluminum trim frame with push lock key, glass 1/8” thick and with semi-automatic type hose rack. Paint finish is metal pre-treated anti-rust, baked enamel paint, interior and exterior, accessories includes:

2.10.1.1 Fire hose angle valve, 1 ½” (38mm) 300psi, brass by Central spray safe, UL/FM

2.10.1.2 Fire Hose, 1 ½” x 100 ft (38mmx30m), single jacketed with brass coupling by Firemaster Super.

2.10.1.3 Fog Nozzle, 1 ½” (38mm) by Beco

2.10.1.4 Nipple Locknut, 1 ½” (38mm), Brass

2.10.1.5 Fire Extinguisher, 10lbs, ABC Dry Chem, Non-UL listed

2.11 Sprinkler Heads

2.11.1 Upright Sprinkler Heads

2.11.1.1 Provide Chrome finished standard response sprinkler heads with thermos-sensitive glass-bulb spray sprinkler. The temperature rating is 155F (68C), water working pressure rating is 175 psi and factory tested hydrostatically to 500 psi, 12.7 mm orifice size, 5.6 k – factor, 12.7 NPT thread size, UL/FM approved by “Victaulic”

2.11.2 Pendent Sprinkler Heads

2.11.2.1 Provide chrome finished standard response sprinkler heads with thermos-sensitive glass-bulb spray sprinkler. The temperature rating is 155F (68C), water working pressure rating is 175 psi and factory tested hydrostatically to 500 psi, 12.7 mm orifice size, 5.6 k – factor, 12.7 NPT thread size, UL/FM approved “Victaulic”.

2.11.3 Side wall Sprinkler Heads 2.11.3.1 Provide chrome finished standard response sprinkler heads with thermo-sensitive glass-bulb spray sprinkler. The temperature rating is 155F (68C), water working pressure rating is 175 psi and factory tested hydrostatically to 500 psi, 12.7 mm orifice size, 5.6 k – factor, 12.7 NPT thread size, UL/FM approved “Victaulic”.

2.11.4 Escutcheon Plate Assembly

2.11.4.1 Provide chrome finished two (2) pieces adjustable escutcheon plate. It is used with a pendent sprinkler to provide decorative recessed sprinkler. The outer cup can be removed and reinstalled allowing access above removable ceiling panels for servicing building equipment with shutting down the sprinkler system and removing the sprinkler.

2.12 All sprinklers shall be UL listed and FM approved of automatic

glass bulb type, standard orifice (15 mm) color coded as follows:

2.12.1.1 57 deg. C ….. Orange

2.12.1.2 68 deg. C ...... Red

2.12.1.3 79 deg. C ...... Yellow

2.12.1.4 93 deg. C ...... Green.

2.13 Application

2.13.1 Factory painted brass, spray type, rated 68 deg. C, installed pendant with matching ceiling plates.

2.13.2 Air-conditioned Plant Rooms: Brass construction, conventional type, rated 68 deg. C, installed upright or pendant as appropriate.

2.13.3 Non air-conditioned Plant Rooms and other Areas: Brass construction, conventional type, rated 74 deg. C, installed upright or pendant as appropriate.

2.13.4 Through wall sprinklers (conditioned areas): Chrome plated brass, rated 68 deg. C complete with sleeved escutcheon.

2.13.5 Side wall sprinklers (Non-conditioned areas): Chrome plated brass, rated 74 deg. C installed upright.

2.13.6 Concealed sprinklers: 0.3mm frangible glass

2.14 Water Flow Switch

2.14.1 Provide water flow switch by “Victaulic” UL/FM Vane type water flow alarm switch mounted on horizontal feed main and one (1) switch to each level. The switches are actuated when sprinkler or inspectors test valve opens at a flow of ten (10) gpm or more, thus the area concerned will be indicated on a sprinkler Fire Alarm Control Panel (FACP). 2.14.1.1 Static pressure rating - 450 psi

2.14.1.2 Maximum surge – 18 feet per second

2.14.1.3 Triggering Threshold bandwidth – 4-10GPM

2.14.1.4 Contact Rating – two set of SPDT (Form C)2.5A @ 6/12/24 VDC, 10.0A @ 125/250VAC

2.15 Supervisory Switch

2.15.1 Provide supervisory switch by “System Sensor” UL/FM to monitor the open position of a OS & Y type gate valve. The switch activate within one (1) turn when the valve is operated from the full open towards the closed position, thus the area concerned will be indicated on a sprinkler Fire Alarm Control Panel (FACP).

2.15.1.1 Maximum Stem Extension – 6.7cm

2.15.1.2 Contact Rating – two set of SPDT (Form C)2.5A @ 6/12/24 VDC, 10.0A @ 125/250VAC

2.16 Fire Department Connection

2.16.1 Three-way sidewalk inlet connections shall be 65 mm x 65 mm x 65 mm x 150 mm, UL Listed or FM approved, vertical cast brass with plug spring check snoots, complete with plugs & chain and cast brass escutcheon lettered "Wet Standpipe"/ "AFSS Standpipe" threads to suit integrated Metropolitan Fire Department specifications. "Powhattan", "Giacomini" or approved equal.

2.16.2 Three-way sidewalk inlet connections shall be 65 mm x 65 mm x 65 mm x 150 mm, UL Listed or FM approved, vertical cast brass with plug spring check snoots, complete with plugs & chain and cast brass escutcheon lettered "Dry Standpipe" threads to suit integrated Metropolitan Fire Department specifications. "Powhattan", "Giacomini" or approved equal.

2.17 Roof Manifold

2.17.1 Twin angle valve outlet connections, with chain secured caps or plugs size, 65mm x 65mm x 150mm. UL Listed or FM Approved. "Powhattan". 'Giacomini" or approved equal. Threads and type of connection to match Integrated Metropolitan Fire Department requirements. Finish: polished brass Outlet shall have chain connected caps or plugs.

2.18 Pump Test Connection

2.18.1 Twin angle valve outlet connections, with chain secured caps or plugs size, 65mm x 65mm x 150mm. UL Listed or FM Approved. "Powhattan". 'Giacomini" or approved equal. Complete with plugs & chain and cast brass escutcheon lettered "Dry Standpipe" threads and type of connection to match Integrated Metropolitan Fire Department requirements. Finish : polished brass Outlet shall have chain connected caps or plugs.

PART 3.00 - Equipment

3.1 Vertical Submersible Fire Pump (NFPA Standard)

3.1.1 Description

3.1.1.1 The Contractor shall furnish materials, equipment and labor to furnish, install and test the pumping system complete with the pumps, motors, mounting bases, piping, valves and appurtenances, as indicated on the contract drawings and as herein specified.

3.1.1.2 The pump shall be a single-stage centrifugal horizontal split case pump

3.1.2 Installation

3.1.2.1 The Contractor shall insure that the pumps and motors are properly installed with no pipe strain transmitted to the pump casing.

3.1.3 Responsibility

3.1.3.1 To assure a properly integrated and compatible system, all equipment described in this section shall be furnished by the Pump Manufacturer, who shall assume full responsibility for the proper operation of the pumps and associated equipment.

3.1.4 Supervision

3.1.4.1 The Contractor shall arrange for the Pump Manufacturer to provide a factory-trained representative as required for the purpose of supervising installation, start-up, final field acceptance testing, and providing instruction to the owner's operating personnel in the proper operation and maintenance of the equipment in this section.

3.1.5 Materials of Construction and controllers

3.1.5.1 Technical:

3.1.5.1.1 Speed for pump data: 3450 rpm

3.1.5.1.2 Calculated flow: 500 US GPM

3.1.5.1.3 Resulting head of the pump: 185 ft

3.1.5.1.4 Shaft seal for motor: CER/CARBON

3.1.5.1.5 Curve tolerance: ISO 9906:2012 Grade 3B

3.1.5.1.6 Valve: pump with built-in non-return valve

3.1.5.2 Materials:

3.1.5.2.1 Pump: Stainless steel AISI 304

3.1.5.2.2 Impeller: Stainless steel AISI 304

3.1.5.2.3 Motor: Stainless steel AISI 304

3.1.5.3 Installation: 3.1.5.3.1 Pump outlet: RP3

3.1.5.3.2 Motor diameter: 6 inch

3.1.5.4 Electrical data:

3.1.5.4.1 Applic. motor: NEMA

3.1.5.4.2 Rated power - P2: 40 HP

3.1.5.4.3 Mains frequency: 60 Hz

3.1.5.4.4 Rated voltage: 3 x 208-220-230 V

3.1.5.4.5 Start. method: star/delta

3.1.5.5 Controller:

3.1.5.5.1 One (1) Assy- “Schneider” Wye Delta Simplex Type Non-UL Fire Pump Controller rated for 40HP, 230 volts, three phase, 60-hertz motor, complete with molded case circuit breaker, thermal overload relay, timer, control circuit breaker, Mechanical Pressure switch, start & stop push buttons, pump on/off indicating lights, Auto- Off-Hand selector switch and terminal blocks wired in NEMA 1 RED metal enclosure.

3.2 Jockey Pump

3.2.1 Equipment

3.2.1.1 Technical:

3.2.1.1.1 Speed for pump data: 3450 rpm

3.2.1.1.2 Actual calculated flow: 20 US GPM

3.2.1.1.3 Resulting head of the pump: 208 ft

3.2.1.1.4 Shaft seal for motor: HM/CER

3.2.1.1.5 Curve tolerance: ISO 9906:2012 Grade 3B

3.2.1.1.6 Valve: pump with built-in non-return valve

3.2.1.2 Materials:

3.2.1.2.1 Pump: Stainless steel AISI 304

3.2.1.2.2 Impeller: Stainless steel AISI 304

3.2.1.2.3 Motor: Stainless steel AISI 304

3.2.1.3 Installation:

3.2.1.3.1 Pump outlet: Rp 1 ½

3.2.1.3.2 Motor diameter: 4 inch

3.2.1.4 Electrical data:

3.2.1.4.1 Application Motor: GRUNDFOS

3.2.1.4.2 Rated power - P2: 2 HP

3.2.1.4.3 Mains frequency: 60 Hz

3.2.1.4.4 Rated voltage: 3 x 208-220-230 V

3.2.1.4.5 Start. method: direct-on-line

3.2.1.5 Controller:

3.2.1.6 One (1) Assay- “Schneider” FVNR/DOL Simplex Type Non-UL Jockey Pump Controller rated for 2HP, 230 volts, three phase, 60-hertz motor, complete with manual motor starter with thermal overload setting, control circuit breaker, Floatless Relay, Mechanical Pressure switch, start & stop push buttons, pump on/off indicating lights, Auto-Off-Hand selector switch and terminal.

PART 4.00 – Fire Extinguishers

4.1 Portable, Hand-Carried Fire Extinguishers

4.1.1 Fire Extinguishers: Type, size, and capacity for each fire protection cabinet mounting bracket fire protection cabinet and mounting bracket indicated.

4.1.2 Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following: Basis-of-Design Product: Subject to compliance with requirements, or comparable product by one of the following:

4.1.2.1 Amerex

4.1.2.2 Ansul

4.1.2.3 KIDDE

4.1.3 Valves: Manufacturer's standard.

4.1.4 Handles and Levers: Manufacturer's standard.

4.1.5 Instruction Labels: Include pictorial marking system complying with NFPA 10, Appendix B inspections, maintenance, and recharging.

4.1.6 Multi-purpose Dry-Chemical Type: UL-rated, with mono-ammonium phosphate-based dry chemical in manufacturer's standard enameled container with nominal capacity as follows:

4.1.7 Multipurpose Dry-Chemical Type in Steel Container: UL-rated 4-A:60-B:C, 10-lb (4.5-kg) 20-A:120-B:C, 20-lb (9.1-kg) nominal capacity, with mono-ammonium phosphate-based dry chemical in enameled-steel container.

4.1.8 Carbon Dioxide Type: UL-rated 10-B:C, 10-lb (4.5-kg) 10-B:C, 20-lb (9.1-kg) nominal capacity, with carbon dioxide in manufacturer's standard enameled-metal container.

4.1.9 Mounting Brackets 4.1.9.1 Mounting Brackets: Manufacturer's standard galvanized steel, designed to secure fire extinguisher to wall or structure, of sizes required for types and capacities of fire extinguishers indicated, with plated or red baked-enamel finish.

4.1.9.2 Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

4.2 Wheeled type Fire Extinguishers

4.2.1 Wheeled Fire Extinguishers: Type, size, and capacity for locations indicated, complete with carriage.

4.2.2 Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

4.2.3 Basis-of-Design Product: Subject to compliance with requirements, or comparable product by one of the following:

4.2.3.1 Amerex

4.2.3.2 Ansul

4.2.3.3 KIDDE

4.2.4 Carriage: Fabricated from enameled-steel pipe, complete with hanger assembly, long range nozzle, hose, and semi-pneumatic solid-rubber tires.

4.2.5 Hose: 15 feet (4.6 m).

4.2.6 Multipurpose Dry-Chemical Type: UL-rated 30-A:160-B:C, 50-lb (23-kg) nominal capacity, with mono-ammonium phosphate-based dry chemical in stored pressure, enameled-steel aluminum steel or -aluminum container.

4.2.7 Carbon Dioxide Type: UL-rated 20-B:C, 50-lb (23-kg), with carbon dioxide in manufacturer's standard enameled-metal container.

PART 5.00 – Fire-Stopping

5.1 Submittals

5.1.1 Submit shop drawings, product data, and manufacturer’s installation instructions for all materials and prefabricated devices, providing descriptions sufficient for identification at the job site.

5.1.2 Submit shop drawings showing proposed material, reinforcement, anchorage, fastenings, and method of installation. Construction details shall accurately reflect actual job conditions.

5.1.3 Submit Material Safety Data Sheets with product delivered to job site.

5.1.4 Submit complete details of each type of penetration to be used indicating the proper U.L. approved fire-stop system.

5.2 Installations

5.2.1 Provide fire-stop compounds for caulk, pour, trowel or pump application. Material must be capable of sealing openings around single or multiple pipes against fire, smoke and toxic gases, and maintaining rating with a thickness no greater than the structure.

5.2.2 Provide a fire-stop system consisting of a material, or combination of materials, to retain the integrity of fire-rated construction by maintaining an effective barrier against the spread of flame, smoke or gases through penetrations in fire-rated barriers. It shall be used in specific locations as follows:

5.2.2.1 Penetrations for the passage of utility services through fire-rated vertical barriers (walls and partitions), horizontal barriers (floor slabs and floor/ceiling assemblies), and vertical service shafts.

5.2.2.2 Locations shown specifically on the drawings or where specified in other sections of these specifications.

5.3 Materials

5.3.1 Fire-stopping materials/systems shall be flexible to allow for normal movement of building structure and penetrating item(s) without affecting the adhesion or integrity of the system. Necessary perforations for the inlet and outlet pipes shall be provided. Each storage tank shall be equipped with overflow, scour pipes, and vent pipes.

5.3.2 Fire-stopping materials shall not require hazardous waste disposal of used containers/ packages.

5.3.3 Provide fire-stopping materials free of solvents which will not experience shrinkage while curing.

5.3.4 Basis-of-Design Product: Subject to compliance with requirements, provide [product indicated on Drawings] or comparable product by one of the following: 5.3.4.1 Trem-stop

5.3.4.2 Spec-seal

5.3.4.3 Hilti

PART 6.00 – Commissioning

6.1 Work Included

6.1.1 Comply with the Agreement between the Construction Manager and Trade Contractor and all other documents referred to therein.

6.1.2 Provide all services, materials and labour required to fully commission the fire protection system in accordance with this Section of the Specification.

6.2 Coordination 6.2.1 Meet the requirements of the General Instructions.

6.2.2 Co-ordinate the work of this Section with all other Divisions to ensure complete and operational Fire Protection system at completion of this work.

6.2.3 Appoint a single person as Commissioning Co-coordinator who shall be responsible for progressing the commissioning activities of each Division 13 trade. The Commissioning Coordinator shall report to the Commissioning Manager.

6.2.4 Review the design intent of the project and the intended operation of systems with the Consultant before proceeding with commissioning.

6.3 Quality Assurance

6.3.1 Meet NFPA Standard Guideline for Commissioning of Fire Protection System.

6.3.2 Division may elect to source start-up and handover by a specialist commissioning company. Supply to the Commissioning Manager, the following details regarding the proposed firm:

6.3.2.1 Principal representative and qualifications.

6.3.2.2 Proposed personnel and relevant project experience.

6.3.2.3 Previous similar assignments and references.

6.3.2.4 Scope of work to be undertaken.

6.3.2.5 Company resources and equipment.

6.3.3 Use of a commissioning specialist shall not relieve Division 13 of the obligation to name one of his own employees as the person responsible for progressing commissioning, i.e. the Commissioning Coordinator.

6.3.4 Supply the name, qualifications and experience of the proposed Commissioning Coordinator upon Construction Manager request. Selection shall be subject to review and the approval of the Consultant. Supply alternative person(s) when requested by Consultant.

6.3.5 The Consultant may, at his discretion, attend and advise in the commissioning process. Meet Consultant requirements.

6.3.6 Hold and attend regular meetings during the commissioning process. Prepare detailed progress reports to coincide with regular commissioning meetings. Co-ordinate with the Commissioning Manager, the preparation and issue of minutes for each meeting to be circulated to each involved trade, the Consultant and the Construction Manager representative(s). Minutes shall highlight action items.

6.3.7 Schedule and Completion of Installation of System

6.3.8 Submit to the Consultant, 60 days prior to the scheduled Substantial Performance, a detailed and comprehensive installation completion/start-up/testing schedule, identifying all trades and suppliers to be involved. Update the schedule and resubmit for review, on a biweekly basis, during the course of commissioning. If found to be unacceptable, revise the schedule and the construction forces to suit the reviewed schedule. This schedule shall include, but is not limited to the following items: 6.3.8.1 Installation and testing of pipe systems shall be done per NFPA 13 or 250psi for 2 hours.

6.3.8.2 Installation, leak testing and cleaning of sprinkler systems.

6.3.8.3 Control system wiring (by Control Contractor).

6.3.8.4 Electrical service connections (by Electrical Contractor).

6.3.8.5 Equipment suppliers pre-start checkout of the equipment installations, including controls.

6.3.8.6 Startup of various pieces of equipment and systems.

6.3.8.7 Operational testing of system components.

6.3.8.8 Performance testing of equipment and systems.

6.3.8.9 Acceptance testing of equipment installations and system including fire and sprinkler systems, by authorities having jurisdiction and Owner's insurance company.

6.3.8.10 Troubleshooting.

6.3.8.11 Calibration of controls and point checkout (by Control Contractor).

6.3.8.12 Control software set-up and checkout including seasonal and response checkout of operating sequences, PID optimization (By Control Subcontractor).

6.3.8.13 Emergency system checkout.

6.3.8.14 Fire alarm and control system interfacing (by Control Contractor & Division 16).

6.3.8.15 Submittal of completed equipment and system checkout sheets.

6.3.8.16 Demonstration of systems and equipment.

6.3.8.17 Maintenance manual preparation and submittal.

6.3.8.18 Operator training program.

6.3.8.19 Record documentation submittal.

6.3.9 Record Documentations

6.3.9.1 Prepare record documentation for each equipment installation covering:

6.3.9.1.1 Equipment identification and supplier.

6.3.9.1.2 Shop Drawing submittal, review, production release, and delivery dates.

6.3.9.1.3 Dates for completion of all work required to prepare for equipment installation.

6.3.9.1.4 Dates for equipment installation, supplier pre-start checkout and system availability for start-up.

6.3.9.1.5 Dates for equipment start-up, performance testing, proposal for temporary use, acceptance testing, demonstration, turnover and warranty start/finish.

6.3.9.2 Submit proposed record sheets and procedures to Consultant for review, when requested by the Owner.

6.3.9.3 List all specialist personnel and equipment required for the test and ensure that these are available by the test date.

6.3.9.4 Provide documentation of the commissioning process for inclusion into the maintenance manuals. These are to include checkout sheets, equipment data sheets, start-up certificates from suppliers involved in start-up, documentation concerning demonstration to the Owner. Include all record and result sheets form commissioning tests.

6.3.9.5 Maintain a log of key operating parameters, problems encountered, solutions employed and verification of effectiveness of solutions. Include log in maintenance manuals.

6.3.9.6 Refer to example documentation available from Construction manager's representative. Meet or exceed this level of reporting.

6.3.10 Start-up

6.3.10.1 Co-ordinate and supervise the start-up of the various pieces of equipment and systems. Utilize the start-up services of the manufacturer's representative. Ensure that the equipment is operating in a satisfactory manner. Check the following items:

6.3.10.1.1 Direction of rotation.

6.3.10.1.2 Grease and lubricants.

6.3.10.1.3 Noise, if deemed to be a problem.

6.3.10.1.4 Seals.

6.3.10.1.5 Alignment of pump and fan drives by a millwright.

6.3.10.1.6 Piping connections and safeties.

6.3.10.1.7 Electrical amp draws, starting inrush current and trip/heater settings.

6.3.11 Troubleshooting

6.3.11.1 Resolve inter Division co-ordination problems.

6.3.11.2 Where problems become apparent during the commissioning process, identify and resolve these problems. The basic functions in troubleshooting are: 6.3.11.2.1 What - identification and definition of the problem.

6.3.11.2.2 Why - determination and evaluation of the causes.

6.3.11.2.3 When - determine the time available to resolve the problem.

6.3.11.2.4 Involve the designing authority in the review of the problem and proposed resolution.

6.3.11.2.5 Co-ordinate remedial action with the appropriate parties.

6.3.11.2.6 Evaluate the effectiveness of the remedial action.

6.3.11.2.7 Record the problem, cause, remedial action and result.

6.3.12 Operation and Testing

6.3.12.1 Meet Section 13010 requirements for Inspection, Testing and Certificates.

6.3.12.2 Test the operation of the individual components and systems. Go through each step of the sequence of operation and verify that each component operates correctly. Direct and ensure that all trades involved make the required changes and adjustments to effect the proper operation of all components and systems. Meet commissioning test requirements.

6.3.12.3 Document operation and testing.

6.3.12.4 Carry out operational tests for the current season and simulate operation of summer and intermediate seasons.

6.3.13 Demonstration

6.3.13.1 Demonstrate to the Owner the proper operation of all equipment and systems supplied under this Division. Demonstrations shall occur only after the operation and testing has been successfully completed. Ensure that Trade Contractor and equipment suppliers participate in the demonstration as required.

6.3.14 Operating and Maintenance Manuals 6.3.14.1 Co-ordinate the manual provision with Consultant Prepared Operation and Maintenance Manual, if available.

6.3.15 Spare Parts

6.3.15.1 Provide a list of spare parts, special tools, lubricants, etc. for each item of equipment which has been purchased as part of the Contract.

6.3.15.2 Provide a listing of recommended spare parts for all equipment installed under Division to cover a period from Substantial Completion to Warranty end.

6.3.15.3 Provide at minimum, the following information for recommended spare parts:

6.3.15.3.1 Manufacturer's name, address, phone and fax numbers.

6.3.15.3.2 Manufacturer's part name, part number, unit price, lead time, shelf life.

6.3.15.3.3 Quantity recommended for 1 year.

6.3.15.3.4 Alternative suppliers of compatible parts, including local supplier name, address, phone and fax numbers.

6.3.15.4 Submit preliminary list of spare parts and tools to Owner at least 30 days prior to intended system handover to Owner. The Owner reserves the right to add to, reduce or omit entirely, the recommendations contained on these lists.

6.3.16 Commissioning Tests

6.3.16.1 Verify readings, calibration and set-up of sensors and equipment, including:

6.3.16.1.1 Water flow sensors.

6.3.16.1.2 Freeze protection devices.

6.3.16.1.3 Flow switches.

6.3.16.1.4 Status switches (supervisory switches).

6.3.16.1.5 Pressure gauges and gauge connection utilization.

6.3.16.1.6 Alarm contacts.

6.3.16.2 Verify correct sensors are reporting accurately to the distributed field panels and operator workstation.

6.3.16.3 Operate each pump. Verify and correct the following if required:

6.3.16.3.1 Start/stop from the terminal.

6.3.16.3.2 Stable operation of controls under normal conditions and with changes in water pressure /on/off conditions.

6.3.16.3.3 Trend logs operation indication.

6.3.16.3.4 Piping, sensor and unit installation.

6.3.16.3.5 Pump sequencing, flow rates and pressure (as per NFPA).

6.3.16.4 Verify systems pipe cleaning and chemical treatment condition for all systems.

6.3.16.5 Verify access to all valves, equipment and components for servicing.

6.3.16.6 Verify control valve operation.

6.3.17 Other Services: 6.3.17.1 Co-ordinate with Division 16, a power failure test with emergency generator start-up.

6.3.17.2 Miscellaneous equipment on emergency power, with Division 16.

6.3.17.3 Stability of control equipment with start-up power surge.

6.3.17.4 Controls system recovery.

6.3.17.5 Verify the operation of all other equipment provided by Division 13.

6.3.17.6 Verify that interfacing to the work of other Divisions results in complete and operational systems.

6.3.18 Post Substantial Performance Visits

6.3.18.1 Visit the site and the Owner's representative each month after Substantial Performance for a minimum period of two days until the end of the project warranty period.

6.3.18.2 Review the operation of the system.

6.3.18.3 Correct any operating problems, if problem is related to warranty issues.

6.3.18.4 Prepare a report for the Consultant and Construction Manager for inclusion in the Operating Manuals of the problems and issues that have arisen and the corrective action(s) recommended and implement.

DIVISION

PS PLUMBING SYSTEM

SECTION

PS 1.0 PLUMBING

PS 1.1

GENERAL

Applicable provisions of the General Conditions govern work under this section.

SECTION

PS 1.2 QUALIFICATIONS OF CONTRACTORS

PS 1.2.1

The Contractor for the Plumbing Installation shall be a qualified Plumbing Contractor, regularly engaged in the installation of Sanitary Plumbing System and other Plumbing equipment, and must have at least two (2) plumbing system installation approved by a duly recognized organization whose personnel have supervised an approved plumbing plans and subsequently approved by Head Sanitary Officer of the Office of the Building Official.

SECTION

PS 1.3 SCOPE OF WORK

PS 1.3.1

This specification includes the furnishing of all labor, materials, equipment and services necessary or incidental to complete installation, testing, adjusting and placing into service of the several systems of Plumbing, all as shown on the drawings and as hereinafter specified. Drawings and specifications are considered as mutually explanatory and all works called for by one and not the other shall be performed as though called for by both. In cases of conflicting information, the Architect and Engineer shall be notified at once in writing. Where incidental equipment as shown, same shall be furnished as required for a complete Plumbing System.

PS 1.3.2

Drawings are intended to show general arrangement and approximate physical sizes of equipment diagrammatically. Every bolt, nut, brace, strut, etc., is not necessarily indicated or specified; all such items as may be required necessary or incidental to the proper and dependable operation of each system being a requirement of this contract whether specifically referred to or not, must be supplied.

SECTION

PS 1.5 STANDARDS, CODES AND REGULATIONS

PS 1.5.1

The applicable current standards for the Plumbing Systems shall be:

1. National Plumbing Code of the Philippines
2. National Building Code of the Philippines
3. The Code on Sanitation of the Philippines
4. National Pollution Control Commission
5. Uniform Plumbing Code
6. The Local Ordinances of concerned city or municipality

SECTION

PS 1.5 SUBMITTAL (SHOP) DRAWINGS AND DATA

PS 1.5.1

Before commencing any work or providing any materials at the jobsite for this project, the Plumbing Contractor shall submit to the Architect, for approval five (4) copies of catalogue cuts and descriptive matter regarding materials and equipment which he intends to furnish and install. Shop drawings and data shall be submitted specifically for, but not limited to the following items: pipes and fittings, valves, hangers, transfer pumps, booster pump, water closets, lavatory, drains, pipe riser support and sleeves, control panel.

PS 1.5.2

The Plumbing Contractor shall not proceed with the installation of the work until he has received the Architect’s approval on his shop drawings.

PS 1.5.3

The Architect’s approval of the shop drawings, catalogue, cuts, etc., shall not relieve the Plumbing Contractor of the responsibility for any errors or omissions which may exist in the items submitted nor shall it relieve him from the responsibility for deviations from the contract drawings and specifications. The stamped approval of the shop drawings, catalogue cuts, etc., shall not be construed as a complete check but will indicate only that the general design and method of construction is satisfactory.

PS 1.5.4

In the event additional clarifying details are required by inspection authorities, the details shall be prepared and approval of same secured by the Plumbing Contractor at his expense.

SECTION

PS 1.7 CONDUCT OF WORK

PS 1.7.1

The Plumbing Contractor shall employ on the job at all times a competent superintendent Licensed Master Plumber who shall be responsible for the progress and execution of the work. Workmanship shall be of high quality, conforming to standard practice as stipulated by NBC, RNPCP, UPC, and NPCC recommendations by skilled workmen during regular working hours.

SECTION

PS 1.8 SELECTIONS OF MATERIAL AND EQUIPMENT

PS 1.8.1

All materials and equipment furnished under this section shall be new, manufactured in the Philippines, and approved by Bureau Product Standard.

PS 1.8.2

The proposal submitted shall include all materials and equipment as specified or shown on the drawings.

PS 1.8.3 MANUFACTURERS

|  |  |
| --- | --- |
| 1. Galvanized Iron Pipe (G.I.) | H. Globe Valve (GBV) |
| 1. SUPREME 2. APO 3. MAYER | 1. KITZ 2. TOZEN 3. HONEYWELL |
| 1. Polypropylene Pipe (PPR) 2. BUGATTI 3. BELDEN 4. ECOSAN | I. Foot Valve (FV)   1. CLAYTON 2. HONEYWELL 3. KITZ |
| 1. Polyvinyl Chloride (PVC) 2. EMERALD 3. NELTEX 4. ATLANTA | J. Automatic Air Vent (AAV)  a. VALMATIC  b. APCO  c. WEFLO |
| 1. Transfer Pump/Booster Pump 2. GRUNDFOS 3. FRANKLIN 4. GOULDS | K. Water Meter (WM)  a. ARAD  b. WOLTEX  c. BADGER |
| 1. Gate Valve (GV) 2. KITZ 3. TOZEN 4. HONEYWELL | L. Roof Drain (RD), Trench Drain (TD)  a. JAMAM  b. METMA |
| 1. Check Valve (CV) 2. HONEYWELL 3. TOZEN 4. KITZ | M. Float Valve (FLV)  a.BERMUD  b.DOROT |
| 1. Ball Valve (BV) 2. CLAYTON 3. TOZEN 4. KITZ | N. Grease Interceptors  a. Ashland Poly Trap |

SECTION

PS 1.9 COLD WATER PIPING

PS 1.9.1

Pipe shall be new, designed for 150 psi working pressure, conforming to ASTM specifications, local manufactured pipes and have the manufacturer’s name or brand along with the applicable ASTM standard, marked on each length of pipe shall be acceptable.

PS 1.9.2

Pipe shall be steel, galvanized iron, (G.I.) pipe, schedule 40, and in accordance with the specifications ASTM A120 or A53 for Pipe Steel, Black and Hot-dipped Zinc-Coated (Galvanized) Welded and Seamless.

PS 1.9.3

Schedule 40 steel pipe shall be joined by screwed joints in accordance with ANSI B16.3 for Malleable Iron Threaded Fittings up to 2-1/2” (64 mm dia.) and ANSI B16.5 for steel pipe flange and flanged fittings or screwed connections for 3” (75 mm dia.) and up. Gasket shall be full face of 1/8” minimum thickness red sheet rubber. Flange bolts shall be hexagon head nuts, cadmium plated, having dimension in accordance with ANSI B18.2.

PS 1.9.4

Cold water piping that is exposed to the weather or used in a corrosive atmosphere shall be painted with protective coating. All pipes, fittings and hanger materials shall be painted with two coats of primer paint and two coats of final paint color.

PS 1.9.5

Inside Building Cold Water Lines hall be polypropylene (PP) Pipes, and shall conform to the following specifications and provisions of DIN 1988 standard or approved equivalent. DIN 1988 Standard for Potable Water Installations and DIN 16962 ff., Pipe joint assemblies and fittings for Polypropylene pressure pipes. Nickel-Chrome plated brass fittings. BPS PN20.

PS 1.9.6

Gate valves sizes 50mm dia. (2”dia.) or smaller shall be of brass or bronze body screwed type. All gate valves 65mm dia. (2.5”dia.) or larger shall have cast iron body, brass or bronze trim, flanged with renewable bronze seat rings, bronze stuffing boxes, bronze spindles and designed to permit repacking under pressure, Class 150 rating.

PS 1.9.7

150-Lb. Butterfly Valves – shall be cast iron wafer type or ductile iron lug wafer type body. Renewable liners furnished in Buna N having a hard reinforced backing. Provides positive shutoff. Stems shall be 304 and 316 stainless steel, aluminum-bronze, monel and chromed-plated steel. Disc shall be bronze or cadmium plated ductile iron. The locking handle assembly has 12 positions for good throttling control.

PS 1.9.8

150-Lb. Bronze Check Valves – renewable composition disc, screwed ends.

150-Lb. Cast Steel Swing Check Valves – for use with water, maximum possible flow with minimum pressure loss. Flow in one direction only; backflow prevented. The 5-degree seat design permits service in vertical or horizontal pipe lines. Body and Cap cast from high grade carbon steel; corrosion-resistant hinge; large diameter hinge pin, extra thick flange; clearway design body. Butt or bottom seated type seat ring, cast in solid trim alloy; faces accurately ground to match ground seat of heavy one-piece disc.

PS 1.9.9

Angle Stop valve shall be brass with chrome plated finished with stainless steel escutcheon plate.

PS 1.9.10

A turbine-type velocity water meter. Water meter body shall be made of a high grade copper alloy casting. Internal parts contain pure nickel, ebonite, high grade brass and plastics. The dial is baked enamel on a copper plate. Clear, direct reading speedometer type dial allows easy and accurate reading.

PS 1.9.11

Foot valve shall be all brass with strainer, silent, positive, spring controlled check valve. Poppet is brass with monel metal spring and Perma-Kleen facing. Strainer part is perforated sheet brass; No.6 perforation regularly furnished. Can be used with or without spring.

PS 1.9.12

Float Valve shall be brass, with ball tank floats for use on high-pressure valves or for any valves using a threaded rod or small pipe for float valve arm. Threaded to fit ¼, 5/16, 3/8-inch rod or 1/8-inch pipe. Made of high impact polystyrene, corrosion-resistant and leak proof. Diameter 7-inches, weight, 8 ounces.

PS 1.9.13

Hose Bibbs – Dick Compression faucets, with metal tee handle, finished brass.

PS 1.9.14

Valves boxes for water meter and control valve shall be 176 kg/cm (2500 psi) concrete and provided with steel plate cover on steel angle supports. Cover shall be hinged type. Steel plate cover and steel angle supports shall be painted with one (1) coat red lead primer and two (2) coats of black rust resisting paint. Valve boxes shall be constructed at locations shown on the plans or at convenient places designated by the Architect.

PS 1.9.15

General Pressure Gauge – for installation on pumps and water supply system. Single phosphor bronze Bourdon tube. Sturdy geared brass corrosion resistant movement. Drawn steel case and drawn steel friction fit beaded ring in black baked enamel finish. Heavy flat glass crystal. Solid 5/8-inch square brass bar stock socket; 9/16-inch for 2 and 2 ½-inch dial gauges.

SECTION

PS 1.10 DRAINAGE PIPING

PS 1.10.1

Drainage piping, soil, waste and vent shall be Polyvinyl Chloride (PVC) pipe, series 1000 and shall conform to the following specifications and provisions of ASTM D-2729 & ISO 4435 and BPS PNS/SAO 374.

PS 1.10.2

Storm Drain piping, downspout shall be Polyvinyl Chloride (PVC) pipe, series 1000 II and shall conform to the following specifications and provisions of ASTM D-2729 & ISO 4435 and BPS PNS/SAO 374. Solvent cement shall be ASTM D2564.

Option: Concrete Drain Pipe, tongue and groove, mortar joints.

PS 1.10.3

Perforated Drain Pipe: Shall be Polyvinyl Chloride (PVC) pipe, Series 1000 II

PS 1.10.4

Condensate drain pipe shall be polyvinyl chloride (PVC) pipe & fittings, conforming to ASTM D1784; jointing in accordance with manufacturer’s standards.

PS 1.10.4

Deck drain shall be cast iron body, dome type strainer.

PS 1.10.5

Floor drain shall be brass chrome plated with basket strainer.

PS 1.10.6

Trench drain shall be brass, dome type with grating.

PS 1.10.7

Trench drain grating cover shall be cast iron for traffic type and galvanized flat bar grating for non-traffic type.

PS 1.10.8

Area drain grating cover shall be galvanized flat bars. (as shown on drawing details.

PS 1.10.9

Grease trap shall be leak-proof, lightweight similar to Ashland Poly Trap.

PS 1.10.10

Lavatory p-trap shall be brass nickel-chrome plated.

SECTION

PS 1.11 INSTALLATION

PS 1.11.1

Soil, Waste and Vent Piping

1. Roughing-in for fixtures, drainage, vents and sewer shall be carried along with the building construction on progress. Correctly locate openings of proper sizes where required in the walls and floors for the passage of pipes. Pipe crossing through or under walls shall be protected from damage and breakage.
2. All soil and waste horizontal drainage pipe shall be run at a practical alignment and at a uniform slope of not more than 20mm meter or 2% and not less than 10mm per meter or 1%.
3. Building sewer or drainage pipe shall ***not*** be placed in the same trench with water service pipe.
4. Direction changes in drainage piping shall be made by the use of 45 deg wyes, long or short sweep quarter bends, eighth or sixteenth bends, or by a combination of these or equivalent fittings.
5. Crosses and tees shall not be used in the drainage system except when used for sinks or lavatories which are located back-to-back.
6. Structural members of a building shall not be weakened by cutting, notching, etc. Cuts and notches must be properly reinforced.
7. Exterior pipe openings shall be rodent-proofed with well fitting collars or metal securely fastened into place. Interior pipe openings through walls, ceilings and floors shall be similarly protected.
8. Toilet rooms shall have ventilation either by a window or exhaust fan with an independent exhaust duct system.
9. Each plumbing fixtures shall be provided with trap seals, trap seals shall be protected against loss by the installation of waste or soil stack vent, back vents, re-vents, or circuit or continuous vents.
10. All connections of vent and branch vent pipe shall be sloped and connected so as to drip by gravity back to the soil or waste pipe.
11. All pipes that cross roadways, beams, floor slabs shall be provided with pipe sleeve of steel material for the purpose of easy replacement in case of pipe breakdown and to protect the pipe from various loads imposed by passing vehicles.
12. Cleanouts are required under the following conditions:
13. At every change of direction greater than 60 degrees.
14. A maximum distance between cleanouts of (50 feet) 15.10 meters in shall be maintained for piping 4 inch (102 mm) and smaller, and of (75 feet) 22.9 meters for larger piping.
15. Five feet (1.5 meters) outside or inside the building at the point of exit.

PS 1.11.2

Water Supply and Distribution

1. All pipes, fittings, valves and appurtenances shall be free from dirt or other foreign materials before installation. In the installation of the pipes, care shall be taken to prevent the pipes from becoming clogged during the progress of the work. Should any pipe becomes either partially or wholly clogged before final acceptance of the work, it shall be cleaned or flushed out by the Contractor in a manner satisfactory to the Architect and Engineer or shall be replaced by and at the expense of the Contractor. Open ends shall be temporarily plugged, otherwise suitably closed when necessary.
2. Special care shall be taken in carrying out the installation of joints, branches, valves and other fittings. Hangers shall be sufficient enough to hold the piping and sagging.
3. All piping work shall be coordinated with other work at site and with existing installation so that interference between piping and other utilities will be avoided. In case interference occurs, the Architect and Engineer shall be notified and will decide which work is to be relocated.
4. Where pipeline pass is laid, the trench shall be provided with a cushion pad of at least 0.15 m. sand and sandy soil bedding materials and pipe sleeve of steel materials.
5. All pipeline excavation shall be backfilled up to the level of the finished grade surface in layers of 5cm and each layer shall be thoroughly compacted. Backfill materials shall be compactable soil taken from trench excavation and approved by the Architect and Engineer.
6. No portion of water line shall be below and/or anywhere near a sewer line by less than one (1) meter. Pipes to be placed underground shall be covered prior to the approval of the Architect and Engineer.
7. All pipes that cross roadways, beams, floor slabs shall be provided with pipe sleeve of steel material for the purpose of easy replacement in case of pipe breakdown and to protect the pipe from various loads imposed by passing vehicles.
8. System protection and control, to reduce shock pressure and confine its action to the section of piping in which it occurs, a suitable means of control must be provided to absorb and disappear the energy causing the shock. Air chamber shall be provided, consist of capped piece of pipe having the same diameter as the line it serves; its length ranges from 12-inches to 24-inches (304.8 to 609.6mm).

PS 1.11.3

Testing: The Piping system shall be hydrostatically tested at a pressure of 10.50 kg/sq.cm. (150 psi) for a period of not less than two (2) hours. Tests may be applied to sections of the entire system.

There shall be no leakage whatsoever from the pipes, fittings and connections for each section tested while the system is under test pressure for the period of not less than two (2) hours or the total time to inspect all portions of the waterline under test, whichever is longer. Any leakage or any defect disclosed by the tests prior to the acceptance shall be corrected and repaired by the Contractor at his own expense and to satisfaction of the Architect and Engineer.

Before any test is made, the Contractor shall notify the Architect and Engineer in advance so that such test may be witnessed. All expenses that may be incurred during the tests shall be borne by the Contractor.

SECTION

PS 1.12 Underground Water Storage Tank

PS 1.12.1

General

The design of underground water storage tank shall be reinforced concrete tank, concrete foundations and standard accessories necessary for its efficient and reliable operation and in accordance with these specifications. The capacity of the Overhead Domestic Water Tank shall be 30 cu.m. (8,000 gals.).

The appurtenances to be furnished with the underground tank shall include access manhole with ladder rung, air vent, water level indicator, overflow pipe, inlet-outlet piping, drain valves and fittings, level switch attachments, etc., which may be necessary for the complete and proper operation of the tank.

PS 1.12.2

Access Manhole

The access manhole shall be provided on the top of the tank slab immediately above the high water level. The manhole shall have a minimum opening dimensions of 0.60 m by 0.70 m and shall be provided with suitable hinge and hasp to permit locking. The manhole cover shall overlap the access manhole cover at least 0.05m (2”).

PS 1.12.3

Overflow Pipe

The tank shall be equipped with an overflow pipe of 65 mm dia. (2 ½” dia.) size of G.I., Schedule 40 Pipe Material attached to the inside wall of the tank. The overflow pipe shall have its upper and its lower end extend beyond the bottom of the tank to discharge the overflow. The discharge end of the overflow pipe shall be provided with stainless wire mesh of 6 mm area opening to prevent the ingress of birds or animals.

PS 1.12.4

Air Vent

A suitable vent shall be furnished above the maximum water level, which shall have a capacity to pass air so that at the maximum possible rate of the water either entering or leaving the tank, dangerous pressure will not be developed. The overflow pipe shall not be considered a tank vent. The vent shall be so designed and constructed as to prevent the ingress of birds and/or animals and shall be provided with a stainless wire mesh of 6 mm area opening.

PS 1.12.5

Inlet, Outlet and Drain Piping

The inlet, outlet and drainpipes, including valves and fittings shall be supplied, installed and tested by the contractor in accordance with these specifications. Materials for pipes and fittings shall be galvanized steel, schedule 40, conforming to the specifications approved by the Architect. Valve shall be of bronze materials and 68.28 kg (150 lb) class.

PS 1.12.6

Level Controllers and Attachments

The level controller shall be supplied and designed for proper operation of the transfer pump to control water level in the tank. It shall be of float-less liquid level control type, or approved equivalent. The control shall be supplied with normally closed contacts. The operation shall be such that the two controls shall be used to control operation of the pump. One control is set for turn on level. The magnetic starter or contactor with a holding contact shall be supplied which will hold circuit in after level drops below turn-on control.

PS 1.12.7

Testing

Upon completion of the tank, it shall be filled with water at a proper pressure to fill the tank to the maximum water level. The water shall remain in the tank for at least forty-eight (48) hours after which observations for leaks and other defect shall be made.

All defects shall be corrected by the Contractor to the satisfaction of the Contracting Officer before final acceptance of the work is made. Any leakages that are evident in the test shall be repaired and re-tested.

All equipment and appurtenances necessary to carry out the tests and in repairing defective works shall be borne by the Contractor.

SECTION

PS 1.13 Disinfection of Water Line

PS 1.14.1

Water pipes must be disinfected before being put into use. Before disinfection, the pipeline should be drained, flushed, re-drained and refilled. In refilling care must be taken to avoid entraining or entrapping air in the pipeline. The Contractor may use any of the methods of disinfection of water pipes as recommended by AWWA or any of the following kinds of treatment:

1. Chlorine Gas-Water Mixture
2. Calcium-Hypochlorite
3. Dry Calcium Hypochlorite or Chlorinated Line

**C. ADDITIONS AND REPAIRS:**

1. In case of additions not shown in the plans and not specified herein, the Contractor shall be paid an additional amount corresponding to the work added.

* 1. Demolitions and repairs due to Contractor’s fault shall be done by the Contractor without extra compensation to the Owner.

**D. ACCEPTANCE OF WORKS:**

1. As soon as the renovation is satisfactory inspected and it conforms to the plans and specifications, the contractor shall submit to the procuring entity’s representative a written notice that said building is ready to use and is subject to the latter’s approval.

2. Within seven (7) days after receipt of notice, his/her authorized representatives shall execute notice of approval of the said building.

3. Upon inspection of an affidavit that the procuring entity has approved the completion of the building and acceptance thereof, the work is automatically terminated.

***Section VII. Drawings***

**The actual Drawings are annexed to, and shall form part of, this Bidding Documents. Stated below are the number of drawings and their respective descriptions:**

* ARCHITECTURAL PLANS
* ELECTRICAL AND AUXILIARY PLANS
* SANITARY/ PLUMBING PLANS
* FIRE PROTECTION PLANS
* WORKING DRAWING DETAILS

***Section VIII. Bill of Quantities***

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **PROJECT: Repair and Renovation of the POM’s Formal Entry Division**    **LOCATION: POM, South Harbour, Port Area, Manila** | | | | | | | | | | | | | |
|  |  |  | |  | |  | |  | |  | |  | |
|  |  |  | |  | |  | |  | |  | |  | |
| **SUMMARY** | | | | | | | | | | | | | |
|  |  |  | |  | |  | |  | |  | |  | |
| ITEM | SCOPE OF WORKS / DESCRIPTION | QTY | | | UNIT | | UNIT COST | |  | | AMOUNT | | |
| A. | MOBILIZATION |  | | |  | |  | |  | |  | | |
| B. | DEMOLITION WORKS |  | | |  | |  | |  | |  | | |
| C. | REPAIR WORKS |  | | |  | |  | |  | |  | | |
| D. | RENOVATION WORKS |  | | |  | |  | |  | |  | | |
|  | ARCHITECTURAL WORKS |  | | |  | |  | |  | |  | | |
|  | *GLASS PARTITION* |  | | |  | |  | |  | |  | | |
|  | *EPU TELLER COUNTERS* |  | | |  | |  | |  | |  | | |
|  | *CEILING WORKS* |  | | |  | |  | |  | |  | | |
|  | *GREEN WALL SYSTEM* |  | | |  | |  | |  | |  | | |
|  | *PLANT BOXES* |  | | |  | |  | |  | |  | | |
|  | *FALSE COLUMNS* |  | | |  | |  | |  | |  | | |
|  | *STORAGE AND LOCKERS* |  | | |  | |  | |  | |  | | |
|  | *WAYFINDING* |  | | |  | |  | |  | |  | | |
|  | *TILEWORKS* |  | | |  | |  | |  | |  | | |
|  | *FILLING AND REINFORCED CONCRETE*  *FLOORING* |  | | |  | |  | |  | |  | | |
|  | PAINTING WORKS |  | | |  | |  | |  | |  | | |
|  | FIRE PROTECTION WORKS |  | | |  | |  | |  | |  | | |
|  | PLUMBING WORKS AND TOILETS |  | | |  | |  | |  | |  | | |
|  | ELECTRICAL AND AUXILIARY WORKS |  | | |  | |  | |  | |  | | |
| E. | POLISHING WORKS |  | | |  | |  | |  | |  | | |
| F. | DEMOBILIZATION |  | | |  | |  | |  | |  | | |
| I. EST DIRECT COST | |  | | |  | |  | |  | |  | |  |
|  | a. MOBILIZATION/DEMOBILIZATION |  | | |  | |  | |  | |  | | |
|  | b. MATERIAL COST |  | | |  | |  | |  | | P | | |
|  | c. LABOR COST |  | | |  | |  | |  | | P | | |
|  | d. EQUIPMENT RENTAL |  | | |  | |  | |  | | P | | |
|  | TOTAL EST DIRECT COST | | | | | |  | |  | | P | | |
| II. EST INDIRECT COST | |  | | |  | |  | |  | |  | |  |
|  | a. OVERHEAD/CONT/MISC (OCM, 12% of (Ib+Ic+Id) | |  | |  | |  | |  | | P | | |
|  | b. CONTRACTOR'S PROFIT (10%) |  | | |  | |  | |  | | P | | |
|  | c. VAT (5% of IIa+IIb) |  | | |  | |  | |  | | P | | |
|  | TOTAL EST INDIRECT COST | | | | | | P | |  | |  | | |
|  | | | | | | |  | |  | |  | | |
| III. TOTAL EST PROJECT COST | | | | | | | P | |  | |  | | |
| Amount in Words: |  | | | | | | | | | | | | |
|  |  |  | | |  | |  | |  | |  | |  |
| Submitted by:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  | | |  | |  | |  | |  | |  |
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***Section IX. Bidding Forms***

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**Bid Form**

### The Chairperson

BOC Bids and Awards Committee

GSD, Ground Floor, OCOM Building

South Harbor, Gate 3, Port Area, Manila

Gentlemen and/or Ladies:

Date:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to bid for the Repair and Renovation of the Port of Manila’s Formal Entry Division, POM, Building, South Harbor, Manila in conformity with the said Bidding Documents

|  |  |
| --- | --- |
| **PARTICULARS** | **\*TOTAL BID AMOUNT *(Inclusive of VAT)*** |
| Repair and Renovation of the Port of Manila’s Formal Entry Division |  |
| ***Total Amount in Words:*** | |

\* The total bid shall be equal to the total of the cost breakdown stated in the Bill of Quantities.

We undertake, if our Bid is accepted, to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract, Plans and Specifications accompanying this Bid.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive. We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause

5 of the Bidding Documents.

Dated this day of 20 .

*[signature] [in the capacity of]*

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

### 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 part of this Agreement, to wit:
     1. General and Special Conditions of Contract;
     2. Drawings/Plans;
     3. Specifications;
     4. Instructions to Bidders;
     5. Bid Data Sheet;
     6. Addenda and/or Supplemental/Bid Bulletins, if any;
     7. Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes;
     8. Eligibility requirements, documents and/or statements;
     9. Performance Security;
     10. Notice of Award of Contract and the Bidder’s conforme thereto;
     11. Other contract documents that may be required by existing laws and/or the Entity.
  3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
  4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

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

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

Binding Signature of PROCURING ENTITY

Binding Signature of Contractor

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

### Omnibus Sworn Statement

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

#### A F F I D A V I T

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:

##### Select one, delete the other:

*If a sole proprietorship:* I am the sole proprietor 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]*;

##### Select one, delete the other:

*If a sole proprietorship:* As the owner and sole proprietor of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

*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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary’s Certificate issued by the corporation or the members of the joint venture)]*;

1. *[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;
2. 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;
3. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted; Select one, delete the rest:

*If a sole proprietorship:* I am 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;

1. *[Name of Bidder]* complies with existing labor laws and standards; and
2. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
   1. Carefully examine all of the Bidding Documents;
   2. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
   3. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
   4. Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
3. *[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.
4. *[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

*[JURAT]*

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

### AFFIDAVIT OF SITE INSPECTION

I, , of legal age, , Filipino

*(Representative of the Bidder) (Civil Status)*

and residing at ,

*(Address of the Representative)*

under oath, hereby depose and say:

1. That I am the of the \_,

*(Position in the Bidder) (Name of the Bidder)*

with office at ;

*(Address of the Bidder)*

1. That I have inspected the site for ,

*(Name of Contract)*

Located at on

*(Location of the Contract)*

.

*(Date of site inspection)*

1. That I am making this statement as part of the requirement for the Technical Proposal of the

*(Name of the Bidder)*

for of the

*(Name of the Contract)*

Bureau of Customs.

IN WITNESS WHEREOF, I hereby affix my signature this day of \_, 20 at , Philippines.

*Affiant*

SUBSCRIBED AND SWORN TO BEFORE ME, this day of \_, 2015 in

the City of . Affiant exhibiting to me his/her Valid Identification , Number .

Notary Public

**REPUBLIC OF THE PHILIPPINES )**

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

**x-------------------------------------------------------x**

**BID-SECURING DECLARATION**

**Invitation to Bid/Request for Expression of Interest No.1:** *[Insert reference number]*

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

I/We2, 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 Declaration3, within fifteen (15) days from receipt of the 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.

1. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
2. 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;

1. I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid4, and I/we have furnished the performance security and signed the Contract.

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

1 Select one and delete the other.

2 Select one and delete the other. Adopt same instruction for similar terms throughout the document.

3 Issued by the GPPB through GPPB Resolution 03-2012 on 27 January 2012.

4 Select one and delete the other.

**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. \_\_\_\_\_\_ and his/her \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No. \_\_\_\_\_\_\_ issued on \_\_\_\_\_\_ at \_\_\_\_\_\_.

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

**NAME OF NOTARY PUBLIC**

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

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

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

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

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

Doc. No. \_\_\_

Page No. \_\_\_

Book No. \_\_\_

Series of \_\_\_

### Statement of Availability of Key Personnel and Equipment

*(Date of Issuance)*

*Name of the Head of the Procuring Entity Position of the Head of the Procuring Entity (Name of Procuring Entity)*

*(Address of Procuring Entity)*

Attention : The Chairman

Bids and Awards Committee

Dear :

In compliance with the requirements of the

*(Name of the Procuring Entity)\_*

BAC for

the bidding of the

*(Name of the Project)*

(“the Project”), we certify that *(Name of the*

*Bidder)*

has in its employ key personnel, such as a project managers, project engineers, a

materials engineer and foremen, who will be engaged for the construction of the said Project.

Further, we likewise certify the availability of equipment that

*(Name of the Bidder)*

owns, has under lease, and/or has under purchase agreements, that may be used for the Project.

Very truly yours,

*(Name of Representative) (Position)*

*(Name of Bidder)*

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

Business Name : Business Address :

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

Notes:

* 1. This List must be supported by proof of ownership, lease and/or purchase agreements. For lease and purchase agreements, such proof must include a certification of availability of equipment from the lessor/vendor for the duration of the project.
  2. The minimum required equipment to be provided by the contractor are the following:

(i) 1 unit Electric Generator (iii) 1 unit Concrete Vibrator

(ii) 1 unit Jack Hammer (iv) 1 unit Plate Compactor

* 1. The Bidder may provide additional equipment to the minimum requirement as it may deem necessary for the works, to be included in the list above.

Submitted by :

*(Printed Name & Signature of Authorized Representative)*

Designation :

Date :

**LIST OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT**

Business Name : Business Address :

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Project Engineer | Foreman | Safety Officer | Materials Engineer |
| 1 Name |  |  |  |  |
| 2 Address |  |  |  |  |
| 3 Date of Birth |  |  |  |  |
| 4 Employed Since |  |  |  |  |
| 5 Experience |  |  |  |  |
| 6 Previous Employment |  |  |  |  |
| 7 Education |  |  |  |  |
| 8 PRC License |  |  |  |  |
| 9 Cost of Biggest Project Handled |  |  |  |  |
| 10 Years of Experience in Proposed  Position |  |  |  |  |

Notes:

1. This List must be supported by individual resumes and photocopies of PRC Licenses of all personnel, where it may be applicable.
2. The winning Bidder may assign additional personnel, as it may deem necessary, other than those mandatory key personnel listed above.

Submitted by :

*(Printed Name & Signature)*

Designation : Date :

*Name of Procuring Entity*

*Name of Contract*

*Location of Contract*

### Statement of all Completed Government & Private Construction Contracts which are similar in nature

Business Name : Business Address :

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Name of Contract | 1. Owner Name 2. Address 3. Telephone Nos. | Nature of Work | Contractor’s Role | | 1. Amount at Award 2. Amount at   % Completion | 1. Date Awarded 2. Contract   Effectivity |
| Description |  |
| Government |  |  |  |  |  |  |
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Note: This statement shall include the Single Largest Contract with Certificate of Final Acceptance or CPES final rating sheet and/or Certificate of Completion, with satisfactory rating.

Submitted by :

(Printed Name & Signature)

Designation : Date :

*Name of Procuring Entity Name of Contract Location of Contract*

### Statement of all Ongoing Government & Private Construction Contracts including contracts awarded but not yet started

Business Name : Business Address :

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name of Contract/Location Project Cost | 1. Owner Name 2. Address 3. Telephone Nos. | Nature of Work | Contractor’s Role | | 1. Date Awarded 2. Date Started 3. Date of | % of Accomplishment | | Value of Outstanding Works |
| Description | % | Planned | Actual |
| Government |  |  |  |  |  |  |  |  |
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Submitted by :

(Printed Name & Signature)

Designation : Date :