

# Department of Health Drug Treatment and Rehabilitation Center Dagupan City



# PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

# Continuation of Third Floor Staff House (Phase II) for Halfway House

IB No. 032-2021

Government of the Republic of the Philippines

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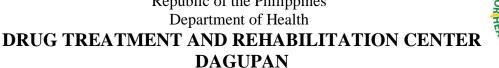
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# Section I. Invitation to Bid



### Republic of the Philippines Department of Health





### INVITATION TO BID

### CONTINUATION OF THIRD FLOOR STAFF HOUSE (PHASE II) FOR HALFWAY HOUSE (IB No. 032-2021)

- 1. The Department of Health Drug Treatment and Rehabilitation Center Dagupan, through its INCOME intends to apply the sum of Six Million Six Hundred Thousand Pesos (P6, 600,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the Continuation of Third Floor Staff House (Phase II) for Halfway House. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- The Department of Health Drug Treatment and Rehabilitation Center Dagupan now invites bids for Continuation of Third Floor Staff House. Completion of Works is required for a period of One Hundred Eighty (180) Calendar Days upon receipt of Notice to Proceed (NTP). Bidders should have completed a contract similar to the Project and whose value must be at least Fifty Percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act". Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least Seventy Five percent (75%) interest or 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 RA 5183.
- 4. Interested bidders may obtain further information from Department of Health Drug Treatment and Rehabilitation Center Dagupan and inspect the Bidding Documents at the address given below from 9:00 am to 4:00 pm, Monday to Friday, except holidays.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders starting 21 May 2021 from the address below and upon payment of the non-refundable fee for the Bidding Documents in person, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (P10, 000.00).

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents in person not later than the submission of their bids. Requirements to purchase Bidding Documents are Two (2) Valid Identification Cards (ID), Authorization Letter/Special Power of Attorney/Secretary's Certificate and Letter of Intent.

6. The Department of Health – Drug Treatment and Rehabilitation Center Dagupan will hold a **Pre-Bid** Conference on 03 June 2021 | Thursday, 9:00 am at Audio Visual Room (AVR) DOH-DTRC Bonuan Binloc, Dagupan City, Pangasinan which shall be open only to Bidders who purchased the bidding documents. Each Bidder is limited to One (1) Authorized Representative duly approved by their Authorized Officials.

### Special Instructions:

Bidders who shall attend the **Pre-bid** and/or **Bid Opening** is required to:

- Bring their own laptop with headset, webcam and capable of connecting to network (LAN Port/Wifi) through video conferencing or webcasting via Cisco Webex and present a Non-Covid Medical Certificate issued by LGU and must undergo Triage of our facility (Bidders are allowed to enter up to the KIOSK only); **OR**
- Present a RT-PCR Test "Negative Result" dated not later than Seven (7) Calendar days prior to each bidding activity and must undergo Triage of our facility (Bidders are allowed to enter the Audio Visual Room)
- 7. Bids must be duly received by the BAC Secretariat at the address below on or before 15 June 2021 Tuesday, 9:00 am, at Audio Visual Room (AVR) DOH-DTRC Bonuan Binloc, Dagupan City, Pangasinan. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18. Late bids shall be received but considered disqualified.

Bid opening shall be 15 June 2021 | Tuesday, 9:30 am at Audio Visual Room (AVR) DOH-DTRC Bonuan Binloc, Dagupan City, Pangasinan. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

- 8. The Department of Health Drug Treatment and Rehabilitation Center Dagupan reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
- 9. For further information, please refer to:

### REYNALD M. VILLACORTA

Chairperson, BAC Secretariat

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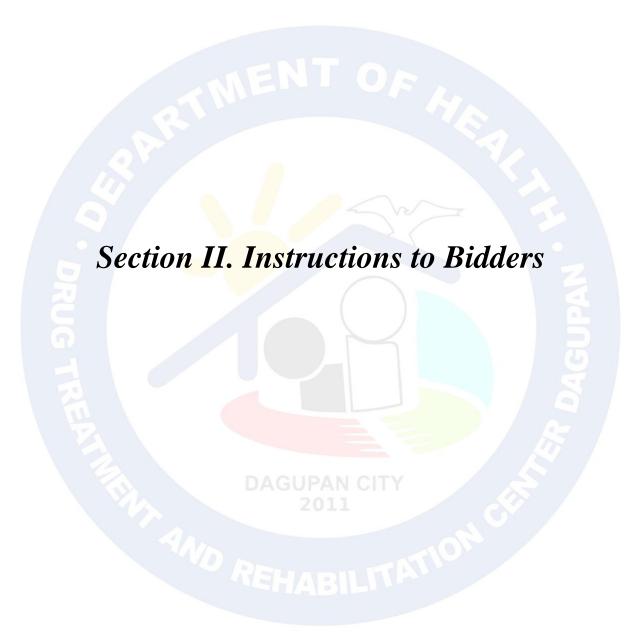
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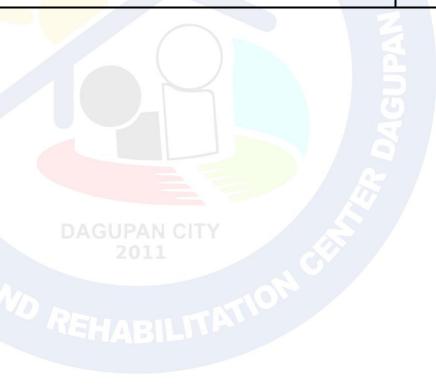
BAC Chairperson



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### A. General

### 1. Scope of Bid

- 1.1 The Procuring Entity named in the **BDS** invites bids for the construction of Works, as described in Section VII. Specifications.
- 1.2 The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 27.
- 1.3 The successful Bidder will be expected to complete the Works by the intended completion date specified in SCC Clause 1.17.

### 2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract for the Works.

### 3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1 Unless otherwise specified in the **BDS**, the Procuring Entity as well as the bidders and contractors shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, 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 RA 3019.
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
    - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
  - deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
  - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract funded by the Funding Source.
- 3.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 34.

### 4. Conflict of Interest

4.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2 In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
  - (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
  - (b) If the Bidder is a partnership, to all its officers and members;
  - (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
  - (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
  - (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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

### 5. Eligible Bidders

- 5.1 Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:
  - (a) Duly licensed Filipino citizens/sole proprietorships;
  - (b) Partnerships duly organized under the laws of the Philippines and of which at least Seventy Five percent (75%) of the interest belongs to citizens of the Philippines;
  - (c) Corporations duly organized under the laws of the Philippines, and of which at least Seventy Five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
  - (d) Cooperatives duly organized under the laws of the Philippines; and
  - (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino ownership or interest is less than seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.
- 5.2 The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**:
- 5.3 Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4 (a) The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index. However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.
  - (b) For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the **BDS**.

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

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

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

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

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

### 6. Bidder's Responsibilities

- 6.1 The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in ITB Clause 12.1(b)(iii).
- 6.2 The Bidder is responsible for the following:
  - (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.
  - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
  - (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
  - (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted:
  - (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary 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;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
  - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

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

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

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

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

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

- 6.3 The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 6.4 It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to

this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (d) 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 (e) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.

- 6.5 The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6 Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8 The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

### 7. Origin of Goods and Services

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

### 8. Subcontracts

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

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

### 9. Pre-Bid Conference

- 9.1 (a) If so specified in the <u>BDS</u>, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
  - (b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the Invitation to Bid/Bidding Documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2 Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3 Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

### 10. Clarification and Amendment of Bidding Documents

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

responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

### C. Preparation of Bids

### 11. Language of Bids

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

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

- 12.1 Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:
  - (a) Eligibility Documents –

### Class "A" Documents:

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

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

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

- (ii.1) name of the contract;
- (ii.2) date of the contract;

- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) nature of work;
- (ii.6) contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
- (ii.7) total contract value at award;
- (ii.8) date of completion or estimated completion time;
- (ii.9) total contract value at completion, if applicable;
- (ii.10) percentages of planned and actual accomplishments, if applicable; and
- (ii.11) value of outstanding works, if applicable.
- (iii) Unless otherwise provided in the <u>BDS</u>, a valid special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project; and
- (iv) NFCC computation in accordance with ITB Clause 5.5.

### Class "B" Document:

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

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

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

- 13.1 Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
  - (a) Financial Bid Form, which includes bid prices and the Bill of Quantities, in accordance with **ITB** Clauses 15.1 and 15.3;
  - (b) Any other document related to the financial component of the bid as stated in the **BDS**.
- Unless otherwise stated in the <u>BDS</u>, all bids that exceed the ABC shall not be accepted.
  - (b) Unless otherwise indicated in the <u>BDS</u>, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
    - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
    - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of infrastructure projects) and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
    - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.
    - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.

(v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

### 14. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative bids shall not be accepted.
- 14.3 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

### 15. Bid Prices

- 15.1 The contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 15.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be provided for.
- 15.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- 15.4 All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in GCC Clause 48. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP,

promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

### 16. Bid Currencies

- All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the Bid Opening.
- 16.2 If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 16.3 Unless otherwise specified in the <u>BDS</u>, payment of the contract price shall be made in Philippine Pesos.

### 17. Bid Validity

- 17.1 Bids shall remain valid for the period specified in the <u>BDS</u> which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in ITB Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

### 18. Bid Security

18.1 The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
<ul> <li>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</li> <li>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</li> </ul>	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.  For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Two percent (2%)
(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.	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2 The bid security should be valid for the period specified in the <u>BDS</u>. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3 No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4 Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5 The bid security may be forfeited:
  - (a) if a Bidder:
    - (i) withdraws its bid during the period of bid validity specified in ITB Clause 17;
    - (ii) does not accept the correction of errors pursuant to ITB Clause 27.3(b);

- (iii) has a finding against the veracity of any of the documents submitted as stated in ITB Clause 28.2;
- (iv) submission of eligibility requirements containing false information or falsified documents;
- submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
- (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
- (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
- (viii) refusal or failure to post the required performance security within the prescribed time;
- (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
- (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
  - (i) fails to sign the contract in accordance with ITB Clause 31; or
  - (ii) fails to furnish performance security in accordance with ITB Clause 32.

### 19. Format and Signing of Bids

19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the ITB Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12.1, and the second

- shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2 Forms as mentioned in ITB Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in ITB Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4 Each and every page of the Bid Form, including the Bill of Quantities, under Section IX hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

### 20. Sealing and Marking of Bids

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

### 20.4 All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 1.1;
- (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.

20.5 Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

### D. Submission and Opening of Bids

### 21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

### 22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

### 23. Modification and Withdrawal of Bids

- The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with ITB Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3 Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the

Bidder's bid security, pursuant to ITB Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

### 24. Opening and Preliminary Examination of Bids

- 24.1 The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the <u>BDS</u>. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2 Unless otherwise specified in the <u>BDS</u>, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- Unless otherwise specified in the <u>BDS</u>, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4 Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5 All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6 In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
  - (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
  - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and

- (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7 Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.

24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

### E. Evaluation and Comparison of Bids

### 25. Process to be Confidential

- 25.1 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 25.2 Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

### 26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

### 27. Detailed Evaluation and Comparison of Bids

- 27.1 The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 24, in order to determine the Lowest Calculated Bid.
- 27.2 The Lowest Calculated Bid shall be determined in two steps:
  - (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
  - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 27.3 The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:
  - (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
  - (b) <u>Arithmetical corrections</u>. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 27.4 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 27.5 The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.
- 27.6 Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

27.7 If so indicated pursuant to ITB Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by ITB Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 27.3.

### 28. Post-Qualification

- 28.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12, and 13.
- 28.2 Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the <u>BDS</u>.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 28.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 28.4 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.
- A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 28.6 Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

28.7 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

### 29. Reservation Clause

- 29.1 Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
  - (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
  - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
    - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
    - (ii) If the project is no longer necessary as determined by the HoPE; and
    - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 29.3 In addition, the Procuring Entity may likewise declare a failure of bidding when:
  - (a) No bids are received;

- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

### F. Award of Contract

### **30.** Contract Award

- 30.1 Subject to ITB Clause 28, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 30.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
  - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
    - (i) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder; or
    - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a precondition to the Award;
  - (b) Posting of the performance security in accordance with ITB Clause 32;
  - (c) Signing of the contract as provided in ITB Clause 31; and
  - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

### 31. Signing of the Contract

- 31.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 31.3 The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4 The following documents shall form part of the contract:
  - (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - (d) Performance Security;
  - (e) Notice of Award of Contract; and
  - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

### 32. Performance Security

- 32.1 To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 32.2 The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	
For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument	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.  For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Ten percent (10%)
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

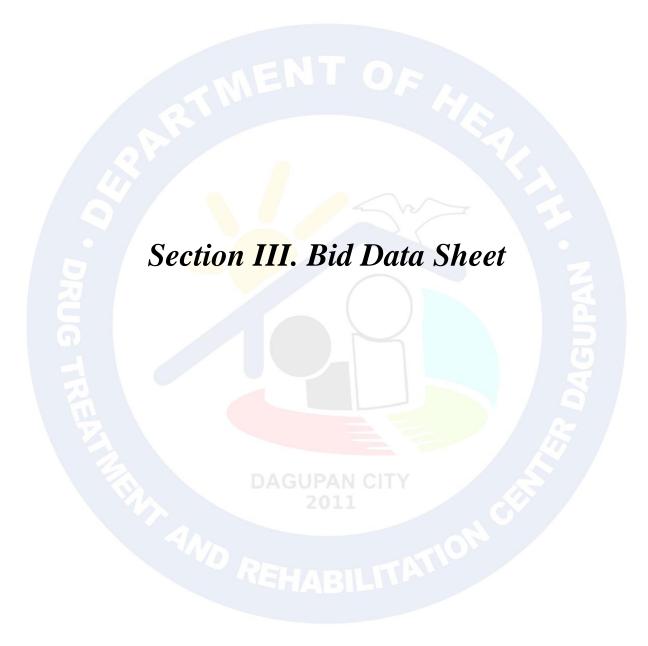
32.3 Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the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

### 33. Notice to Proceed

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

### 34. Protest Mechanism

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



# **Bid Data Sheet**

ITD Clause	Did Data Silect
ITB Clause	
1.1	The Procuring Entity is
	Department of Health – Drug Treatment and Rehabilitation Center Dagupan
	The name of the Contract is Continuation of Third Floor Staff House (Phase II) for Halfway House
	The identification number of the Contract is <b>032-2021</b> .
2	The Funding Source is:
	The Government of the Philippines (GOP) through INCOME in the amount of Six Million Six Hundred Thousand Pesos (P6, 600,000.00).
4	The name of the Project is Continuation of Third Floor Staff House (Phase II) for Halfway House.
3.1	No further instructions.
5.1	No further instructions.
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5.4(a)	The Bidder must have completed a single contract that is similar to this Project, equivalent to at least Fifty percent (50%) of the ABC.
强	For this purpose, similar contracts shall refer to Construction Projects or Construction Works.
5.4(b)	"Not Applicable"
5.5	GPPB Resolution No. 20-2013, where the value of $\mathbf{K} = 10$ for a contract duration of one year or less
6.2(a)	Bidders to carefully examine all the contents of the Bidding Documents and ITB Clause 6   Bidder's Responsibilities
8.1	Subcontracting is not allowed.
8.2	"Not Applicable"
9.1	The Procuring Entity will hold a pre-bid conference for this Project on 03 June 2021, Thursday, 9:00 am at Audio Visual Room, DOH-DTRC Dagupan.

9.2	Only Bidders who purchased the bidding documents are allowed to attend the Pre-bid conference. Purchase of Bidding Documents shall only be done in person. Requirements for purchase Bidding Documents are:  • Two (2) valid Identification Cards (ID);  • Authorization Letter / Special Power of Attorney / Secretary's Certificate;  • Letter of Intent;
10.1	The Procuring Entity's address is:  DOH - Drug Treatment and Rehabilitation Center Dagupan Sitio Palatong, Bonuan Binloc, Dagupan City, Pangasinan Dr. Heinrich M. Manuel BAC Chairperson Telephone No.: (075) 653-9876 TeleFax No.: (075) 540-9239 tdagupan@gmail.com / bac.trcdagupan@gmail.com
10.4	No further instructions.
12.1	The contents of the Eligibility and Technical Component Envelope shall be arranged, numbered and tabbed as enumerated in the "CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS"
12.1(a)(iii)	No further instructions.
12.1(b)(ii.2)	The minimum work experience requirements for key personnel are the following:
	<ul> <li>CIVIL ENGINEER/ARCHITECT</li> <li>with at least 5 years' experience in the construction industry</li> <li>General Experience – Must be knowledgeable of all trades</li> <li>Relevant Experience – previously handled government projects, must be familiar with government processes, knowledgeable with different drawing software.</li> </ul>
	<ul> <li>MATERIALS ENGINEER</li> <li>with at least 1 year experience</li> <li>General Experience – must be familiar with all testing standards</li> <li>Relevant Experience – must at least be a materials engineer I accredited by DPWH</li> </ul>
	<ul> <li>CONSTRUCTION SAFETY AND HEALTH OFFICER</li> <li>with at least 1 year experience as a safety officer</li> <li>General Experience – must have at least 40 hours COSH Safety Officer II training accredited by DOLE</li> </ul>

• Relevant Experience – must have relevant experience as safety officer in the construction industry

#### REGISTERED MASTER PLUMBER

- with at least 3 years' experience in plumbing works
- General Experience must at least be a licensed master plumber, must be familiar with all plumbing and sanitary works
- Relevant Experience must have at least experience with Fire Sprinkler System, plumbing works, and Sanitary Works

#### REGISTERED MASTER ELECTRICIAN

- with at least 3 years' experience in electrical works
- General Experience must at least be a licensed master electrician, must be knowledgeable with all electrical works
- Relevant Experience must be familiar with fire alarm system, knowledgeable with circuit breaker loading

#### CONSTRUCTION GENERAL FOREMAN

- with 5 10 years' experience as a General Foreman in the Construction Industry
- General Experience must perform daily toolbox meeting, Knowledgeable of all trades
- Relevant Experience previously handled workers from different trades in the construction

#### TECHNICAL WORKERS

(Mason, Carpenter, Steelmen, Painter)

• at least 2 years' experience in the construction industry

#### (Welder, Scaffolder)

must have a TESDA NCII certificate

#### (Labor)

- No relevant experience needed
- General Experience Skilled worker from the designated position
- Relevant Experience with relevant experience on residential projects

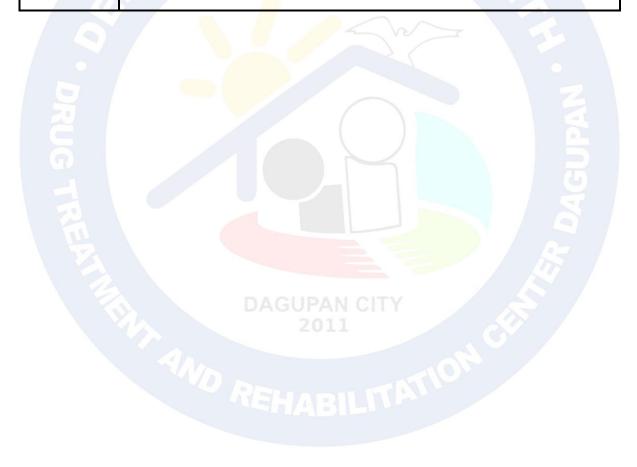
# 12.1(b)(iii.3) The minimum major equipment requirements are the following:

Equipment		Number of Units
•	Concrete Mixer One Bagger	1 unit
•	Portable Concrete Vibrator	1 unit
•	Portable Electric Chipping Gun	1 unit
•	Electric Welding Machine	2 units

		4
	Oxygen / Acetylene Cutting with Sphere	1 set
	Cut Off Machine Speed Cutter	1 unit
	Electric Grinder	2 units
	Electric Drill	2 units
	Cutting/Bender Machine	1 unit
	Hand Riveter	2 units
	Tile Cutters	2 units
	Electrical Tester	1 unit
	Sprinkler Tester	1 unit
	Service Vehicle	1 unit
	Portable Fire Fighting Equipment	2 units
	Portable Toilet	2 units
	Tortue Torter	2 diffes
13.1 DRUG 18	The contents of the Financial Component I numbered and tabbed as enumerated in TECHNICAL AND FINANCIAL DOCUME  • Including the Duly signed pages of the Bidder's Authorized Representative;  a) Cover Sheet / Front Page b) Section I. Invitation to Bid c) Section II. Instruction to Bidders d) Section III. Bid Data Sheet e) Section IV. General Conditions of Contra (g) Section VI. Specifications h) Section VII. Drawings	the "CHECKLIST OF ENTS"  Bidding Documents by the
13.1(c)	"No additional requirements."	
10.0	The Application of the Applicati	ID (D) (00 000 00)
13.2	The ABC is <b>Six Million Six Hundred Thousand Pesos</b> ( <b>P6</b> , <b>600</b> ,000.00). Any bid with a financial component exceeding this amount shall not be accepted.	
14.2	No further instructions.	
15.4	No further instructions.	
16.1	The bid prices shall be quoted in Philippine Pesos.	
16.3	No further instructions.	
17.1	Bids will be valid until one hundred twenty dathe opening of bids.	ys (120) calendar days from

18.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	1. The amount of not less than <b>One Hundred Thirty Two Thousand Pesos</b> ( <b>P132</b> , <b>000.00</b> ), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	2. The amount of not less than <b>Three Hundred Thirty Thousand Pesos</b> ( <b>P330, 000.00</b> ) if bid security is in Surety Bond.
18.2	The bid security shall be valid until one hundred twenty calendar days (120) calendar days from the opening of bids.
19.1	Only Appropriate forms provided in Section IX. Bidding forms shall be used.
19.2	Forms mentioned in <b>ITB</b> Clause 19.1 shall 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.
20.3	Each Bidder shall submit <b>One</b> (1) <b>original</b> and <b>Three</b> (3) <b>copies</b> of the first and second components of its bid.
21	The address for submission of bids is Audio Visual Room (AVR) DOH-DTRC Bonuan Binloc, Dagupan City, Pangasinan.  The deadline for submission of bids is 9:00 am on 15 June 2021   Tuesday.
24.1	The place of bid opening is Audio Visual Room (AVR) DOH-DTRC Bonuan Binloc, Dagupan City, Pangasinan.
1 5	The date and time of bid opening is 9:30 am on 15 June 2021   Tuesday.
24.2	No further instructions.
24.3	No further instructions.
27.3	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
27.4	No further instructions.
28.2	With a non-extendible period of five (5) Calendar days from receipt by the Bidder of the "Notice to Bidder with Lowest Calculated Bid (Notice of Post-Qualification)", the Bidder shall submit Four (4) Copies of its Latest Income and Business Tax Returns FILED and PAID through the BIR Electronic Filing and Payment System (eFPS) consisting of the following:

	<ul> <li>2020 Income Tax Returns (Form 1701 or 1702) with proof of payment; and</li> <li>Latest VAT Returns (Form 2550M and 2550Q) with proof of payment OR Percentage Tax Returns (Form 2551M)</li> </ul>	
31.4(f)	The following documents shall form part of the contract and shall be submitted in Four (4) Copies together with the "Latest Income and Business Tax Returns", to wit:	
	<ul> <li>Construction Schedule and S-Curve</li> <li>Manpower Schedule</li> <li>Construction Methods</li> <li>Equipment Utilization Schedule</li> <li>Construction Safety, Sanitation and Health Program approved by DOLE</li> <li>PERT / CPM</li> </ul>	





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#### 1. Definitions

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

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

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

- 1.29 A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.
- 1.30 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.
- 1.31 **Work(s)** refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity's Representative; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the **SCC**.

# 2. Interpretation

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

# 3. Governing Language and Law

3.1 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this

- Contract. All correspondence and other documents pertaining to this Contract which are exchanged by the parties shall be written in English.
- 3.2 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

#### 4. Communications

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

#### 5. Possession of Site

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

# 6. The Contractor's Obligations DAGUPAN CITY

- 6.1 The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.
- 6.2 The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- 6.3 The Contractor shall be responsible for the safety of all activities on the Site.
- 6.4 The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.

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

# 7. Performance Security

- 7.1 Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Contractor shall furnish the performance security in any of the forms prescribed in **ITB** Clause 32.2.
- 7.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
- 7.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 7.4 The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;

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

# 8. Subcontracting

- Unless otherwise indicated in the <u>SCC</u>, the Contractor cannot subcontract Works more than the percentage specified in **BDS** Clause 8.1.
- 8.2 Subcontracting of any portion of the Works does not relieve the Contractor of any liability or obligation under this Contract. The Contractor will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 8.3 If subcontracting is allowed. The contractor may identify its subcontractor during contract implementation stage. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by any Procuring Entity to be eligible, the subcontracting of such portion of the Works shall be disallowed.

# 9. Liquidated Damages

9.1 The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the

unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity may rescind or terminate this Contract, without prejudice to other courses of action and remedies available under the circumstances.

9.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

#### 10. Site Investigation Reports

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

# 11. The Procuring Entity, Licenses and Permits

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

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

- 12.1 The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.
- 12.2 The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
- 12.3 Unless otherwise indicated in the <u>SCC</u>, in case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GoP in his favor shall be offset to recover the costs.
- 12.4 After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for "Structural Defects," *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or "Structural Failures," *i.e.*, where one or more key

structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:

- (a) Contractor Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
- (b) Consultants Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
- (c) Procuring Entity's Representatives/Project Manager/Construction Managers and Supervisors The project owner's representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;
- (d) Third Parties Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.
- (e) Users In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.
- 12.5 The warranty against Structural Defects/Failures, except those occasioned on force majeure, shall cover the period specified in the <u>SCC</u> reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.
- 12.6 The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

Form of Warranty	Amount of Warranty Security Not less than the Percentage (%) of Total Contract Price
(a) Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Five Percent (5%)

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

- 12.7 The warranty security shall be stated in Philippine Pesos and shall remain effective for one year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.
- 12.8 In case of structural defects/failure occurring during the applicable warranty period provided in GCC Clause 12.5, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

# 13. Liability of the Contractor

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

# 14. Procuring Entity's Risk

- 14.1 From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:
  - (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
    - (i) any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or
    - (ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination

#### 15. Insurance

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

- (a) Contractor's All Risk Insurance;
- (b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
- (c) Personal injury or death of Contractor's employees; and
- (d) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.
- 15.2 The Contractor shall provide evidence to the Procuring Entity's Representative that the insurances required under this Contract have been effected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity's Representative. Such evidence and such policies shall be provided to the Procuring Entity's through the Procuring Entity's Representative.
- 15.3 The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity's Representative the insurance policies in force including the receipts for payment of the current premiums.

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

- 15.4 If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 15.5 In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under **GCC** Clause 40 until the Contractor complies with this Clause.
- 15.6 The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:
  - (a) The issuer of the insurance policy to be replaced has:
    - (i) become bankrupt;
    - (ii) been placed under receivership or under a management committee;
    - (iii) been sued for suspension of payment; or

- (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
- (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

#### 16. Termination for Default of Contractor

- 16.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:
  - (i) Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;
  - (ii) Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or
  - (iii) The Contractor:
    - (i) abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
    - (ii) does not actually have on the project Site the minimum essential equipment listed on the bid necessary to prosecute the Works in accordance with the approved Program of Work and equipment deployment schedule as required for the project;
    - (iii) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
    - (iv) neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or
    - (v) sub-lets any part of this Contract without approval by the Procuring Entity.
- 16.2 All materials on the Site, Plant, Works, including Equipment purchased and funded under the Contract shall be deemed to be the property of the Procuring Entity if this Contract is rescinded because of the Contractor's default.

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

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

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

#### 18. Termination for Other Causes

- 18.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate this Contract for the convenience of the Procuring Entity if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.
- 18.2 The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.
- 18.3 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
  - (a) The Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;
  - (b) The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight (28) days;
  - (c) The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;
  - (d) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity's Representative's certificate;
  - (e) The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative;
  - (f) The Contractor does not maintain a Security, which is required;

- (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the GCC Clause 9; and
- (h) In case it is determined prima facie by the Procuring Entity that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following:
  - (i) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1(a), unless otherwise specified in the SCC;
  - (ii) drawing up or using forged documents;
  - (iii) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
  - (iv) any other act analogous to the foregoing.
- 18.4 The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.
- 18.5 When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under GCC Clause 18.3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.
- 18.6 If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

#### 19. Procedures for Termination of Contracts

- 19.1 The following provisions shall govern the procedures for the termination of this Contract:
  - (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
  - (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:
    - (i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
    - (ii) the extent of termination, whether in whole or in part;

- (iii) an instruction to the Contractor to show cause as to why this Contract should not be terminated; and
- (iv) special instructions of the Procuring Entity, if any.

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

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract;
- (d) The Procuring Entity may, at anytime before receipt of the Contractor's verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.
- 19.2 Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:
  - (a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP");
  - (b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited *to* the following:

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

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

# 20. Force Majeure, Release From Performance

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

Entity's Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.

- 20.3 If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.
- 20.4 After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:
  - (a) any sum to which the Contractor is entitled under GCC Clause 28;
  - (b) the cost of his suspension and demobilization;
  - (c) any sum to which the Procuring Entity is entitled.
- 20.5 The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

#### 21. Resolution of Disputes

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

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

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

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

# 23. Procuring Entity's Representative's Decisions

- 23.1 Except where otherwise specifically stated, the Procuring Entity's Representative will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.
- 23.2 The Procuring Entity's Representative may delegate any of his duties and responsibilities to other people, except to the Arbiter, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

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

- 24.1 All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity's Representative before its use.
- 24.2 The Contractor shall be responsible for design of Temporary Works.
- 24.3 The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 24.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

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

- 25.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity's Representative will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- 25.2 If the Contractor's Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

#### **26.** Extension of the Intended Completion Date

- 26.1 The Procuring Entity's Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.
- 26.2 The Procuring Entity's Representative shall decide whether and by how much to extend the Intended Completion Date within twenty one (21) days of the Contractor asking the

Procuring Entity's Representative for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

# 27. Right to Vary

- 27.1 The following provisions shall govern the procedures for termination of this Contract:
  - (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the 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;
  - (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
    - (i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
    - (ii) the extent of termination, whether in whole or in part;
    - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
    - (iv) special instructions of the Procuring Entity, if any.
  - (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
  - (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
  - (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
  - (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

# 28. Contractor's Right to Claim

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

# 29. Dayworks

- 29.1 Subject to GCC Clause 43 on Variation Order, and if applicable as indicated in the SCC, the Dayworks rates in the Contractor's bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.
- All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity's Representative. Each completed form shall be verified and signed by the Procuring Entity's Representative within two days of the work being done.
- 29.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

#### 30. Early Warning

- 30.1 The Contractor shall warn the Procuring Entity's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity's Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2 The Contractor shall cooperate with the Procuring Entity's Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity's Representative.

#### 31. Program of Work

31.1 Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.

- 31.2 An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 31.3 The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.
- 31.4 The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.
- 31.5 When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 31.6 All Variations shall be included in updated Program of Work produced by the Contractor.

# **32.** Management Conferences

- 32.1 Either the Procuring Entity's Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.
- 32.2 The Procuring Entity's Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Procuring Entity's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

# 33. Bill of Quantities

- 33.1 The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.
- 33.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 33.3 If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.

33.4 If requested by the Procuring Entity's Representative, the Contractor shall provide the Procuring Entity's Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

#### 34. Instructions, Inspections and Audits

- 34.1 The Procuring Entity's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.
- 34.2 If the Procuring Entity's Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.
- 34.3 The Contractor shall permit the Funding Source named in the SCC to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

# 35. Identifying Defects

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

# 36. Cost of Repairs

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

#### 37. Correction of Defects

- 37.1 The Procuring Entity's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is One (1) year from project completion up to final acceptance by the Procuring Entity's Representative.
- 37.2 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity's Representative's notice.
- 37.3 The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.
- 37.4 The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

#### **38.** Uncorrected Defects

- The Procuring Entity shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.
- 38.2 The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

# 39. Advance Payment

- 39.1 The Procuring Entity shall, upon a written request of the contractor which shall be submitted as a contract document, make an advance payment to the contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum or, at the most two, instalments according to a schedule specified in the **SCC**.
- 39.2 The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.
- 39.3 The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.
- 39.4 The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
- 39.5 The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in **SCC** Clause 39.1.

#### **40.** Progress Payments

- 40.1 The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the SCC, materials and equipment delivered on the site but not completely put in place shall not be included for payment.
- 40.2 The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
  - (a) Cumulative value of the work previously certified and paid for.
  - (b) Portion of the advance payment to be recouped for the month.
  - (c) Retention money in accordance with the condition of contract.
  - (d) Amount to cover third party liabilities.

- (e) Amount to cover uncorrected discovered defects in the works.
- 40.3 Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.
- 40.4 The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.
- 40.5 Items of the Works for which a price of "0" (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

# 41. Payment Certificates

- 41.1 The Contractor shall submit to the Procuring Entity's Representative monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 41.2 The Procuring Entity's Representative shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 41.3 The value of Work executed shall:
  - (a) be determined by the Procuring Entity's Representative;
  - (b) comprise the value of the quantities of the items in the Bill of Quantities completed; and
  - (c) include the valuations of approved variations.
- 41.4 The Procuring Entity's Representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

#### 42. Retention

- 42.1 The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Sub-Clause 42.2.
- 42.2 Progress payments are subject to retention of ten percent (10%), referred to as the "retention money." Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.

- 42.3 The total "retention money" shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.
- 42.4 On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee in a form acceptable to the Procuring Entity.

#### 43. Variation Orders

- 43.1 Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the "as staked plans" or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.
- 43.2 A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.
- 43.3 An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.
- 43.4 Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however*, That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).

- 43.5 In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:
  - (a) If the Procuring Entity's representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the HoPE for approval.
  - (b) The HoPE or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.
  - (c) The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.
  - (d) The HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.
  - (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Procuring Entity concerned shall not exceed thirty (30) calendar days.

#### 44. Contract Completion

Once the project reaches an accomplishment of ninety five (95%) of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining Works, Work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

# 45. Suspension of Work

- 45.1 The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.
- 45.2 The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:
  - (a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
  - (b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
  - (c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
  - (d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
  - (e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.
- 45.3 In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the elapsed time between the effectivity of the order suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

#### **46.** Payment on Termination

46.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not

- apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 46.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 46.3 The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- 46.4 If the Contractor has terminated the Contract under **GCC** Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

#### 47. Extension of Contract Time

- 47.1 Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.
- 47.2 No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 47.3 Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 47.4 No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.
- 47.5 Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes,

and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the HoPE. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

# 48. Price Adjustment

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

# 49. Completion

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

# 50. Taking Over

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

#### 51. Operating and Maintenance Manuals

- 51.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **SCC**.
- 51.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **SCC**, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative shall withhold the amount stated in the **SCC** from payments due to the Contractor.

# Section V. Special Conditions of Contract

# **Special Conditions of Contract**

GCC Clause	
1.17	The Intended Completion Date is One Hundred Eighty (180) Calendar days following "START DATE".
	*Refer to NTP for the exact intended completion date to be filled up by Engineering Section.
1.22	The Procuring Entity is Department of Health – Drug Treatment and Rehabilitation Center Bonuan Binloc, Dagupan City, Pangasinan.
1.23	The Procuring Entity's Representative is
	DR. ZALDY P. GUICO Chief of Hospital III Telephone No.: (075) 653-9876 Telefax No.: (075) 540-9239 Email: tdagupan@gmail.com / bac.trcdagupan@gmail.com Website: www.dohtrcdagupan.wordpress.com
1.24	The Site is located Department of Health – Drug Treatment and Rehabilitation Center, Bonuan Binloc, Dagupan City, Pangasinan.
1.28	The Start Date is not later than Seven (7) Calendar Days upon <u>issuance</u> of Notice to Proceed (NTP).  *Refer to NTP for the exact start date to be filled up by the Winning Bidder.
1.31	The Works consist of:
	1 GENERAL REQUIREMENTS
73	2 OVERHEAD STREET PROTECTION
	3 CONCRETE WORKS
	4 FORMWORKS
	5 REBARWORKS DANCITY
	6 ROOFING WORKS 0 1 1
	7 MASONRY WORKS
	8 TILE WORKS
	9 DOORS AND WINDOWS
	10 CEILING WORKS
	11 PAINTING WORKS
	12 ELECTRICAL WORKS
	13 PLUMBING WORKS
	14 FIRE PROTECTION SYSTEM

2.2	No different dates are specified for completion of the Works by section.
5.1	The <b>Procuring Entity</b> shall give possession of the Site to the Contractor on
3.1	"START DATE", specifically the Second Floor upwards. If portions of the First Floor are needed by the Contractor, it shall be subject for discussion with our Engineering Section being mindful as to not cause delays and incurs cost on the part of the Contractor.
6.5	The Contractor shall employ the following <b>Key Personnel</b> with minimum work experience requirements.
	*Refer to Bid Data Sheet (BDS) Clause 12.1(b)(ii.2)
7.7	No further instructions.
8.1	No further instructions.
10	Site investigation reports are not required but the Winning Bidder may opt to submit reports deemed necessary.
12.3	No further instructions.
12.5	In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years.
13	No additional provision.
18.3(h)(i)	No further instructions.
21.2	The Arbiter shall be coming from the Philippine Constructor's Association, Inc. or National Constructors Association of the Philippines, Inc.
29.1	Dayworks are applicable at the rate shown in the Contractor's original Bid.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <b>Seven (7) working days</b> upon receipt of Notice of Award (NOA).
31.3	The period between Program of Work updates is <b>Fifteen (15) days</b> . The amount to be withheld for late submission of an updated Program of Work is <b>1% of the progress billing</b> .
34.3	The Funding Source is the Government of the Philippines.
39.1	The amount of the advance payment is <b>Fifteen Percent</b> (15%) of the Total Contract Price and shall be paid in lump sum or, at the most, two installments.
40.1	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
51.1	The date by which operating and maintenance manuals are required is <b>Fifteen</b> (15) Calendar Days prior to date Completion and Final Acceptance.

	The date by which "as built" drawings are required is Fifteen (15) Calendar Days prior to date Completion and Final Acceptance.
51.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <b>One Percent</b> (1%) of the Final Contract Amount





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# A. GENERAL REQUIREMENTS

### 1. SCOPE OF WORKS

This section shall include the mobilization and demobilization of Contractor's plant, equipment, materials and employee to the site; construction of Engineer's office and facilities; this section shall include the furnishing of labor, materials, transportation, tools, supplies, plant, equipment, and appurtenances to complete satisfactory the construction of the proposed project.

### 2. LICENSE AND PERMITS

The contractor shall secure from the government agencies **ALL THE NECESSARY LICENSES AND PERMITS** needed to proceed with the construction of the project. Especially the Building permit and Fire Clearance which is required on or before "**START DATE**".

# 3. TEMPORARY SIGN

The Contractor shall provide suitable temporary sign acceptable to the Owner advertising the work and indicating thereon the names of the Project, the Contractor and the Engineer. The sign layout and the text and location of such sign will be approved by the Owner. No other signs or advertising will be permitted

# 4. TEMPORARY STRUCTURES AND SERVICES

# 4.1 Temporary Buildings and Facilities

Temporary buildings shall be of a design and materials acceptable to the Owner.

# 4.2 Contractor's Field Office

The Contractor shall provide and maintain office within the site of the work at designated location at which the Engineer shall be holding office at all times while the work is in progress. Construction shanties, sheds the temporary facilities provided as required for the Contractor's convenience shall be maintained in good condition and neat appearance including finishes as required by the Engineer.

# 4.3 Other Temporary Buildings

The Contractor shall provide such other temporary building as may be required for use of his workmen and safe storage of tools and materials. Such structures shall be located only where previously approved.

# 4.4 Temporary Light and Power

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

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

# 4.5 Temporary Toilets

The Contractor shall provide and maintain in sanitary condition enclosed toilets for the use of all construction personnel located within the contract limits, complete with fixtures, water and sewer connections and all appurtenances. Installation shall be in accordance with all applicable codes and regulations of the local authorities having jurisdiction thereof. Upon completion of the work, temporary toilets and their appurtenances shall be removed.

# 4.6 Temporary Water Services

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

# 4.7 Security, Protection of Work, Property and Persons

- 4.7.1 The Contractor shall protect the work, his employees and equipment, the Owner's property, adjacent property damage from any cause whatsoever, and shall be responsible for any damage or injury (including death) due to his act or neglect. These provisions are solely for the benefit of third persons.
- 4.7.2 The Contractor, as part of the Contract, shall provide watchmen and erect all planking bridges bracings, shoring, lights and warning signs necessary for the public. The Contractor shall provide scaffolds, tarpaulins, and similar items as directed by the project Manager to protect the Owners equipment and employees, and shall, if necessary, seal off his work so as not to interfere with the Owner's business operations.

## 4.7.3 Watchmen Service

a) The Contractor shall provide reputable watchmen service or in lieu thereof an approved protective service to guide the construction area against vandalism, theft and mischief; such service to be in operation at all hours that the Contractor's supervisory staff is not in attendance at the site, 24 hours per day and 7 days per week from the date of the Contractor starts work until the date of final acceptance of the work under this Contract.

- b) Watchmen or approved protective service shall continue uninterrupted during delays in the work such as for inclement weather, delays in deliveries, and the like. In the event any of the official work stoppage of the project, make immediate arrangements with the Owner regarding watchmen service continuation and the cost thereof during the time the work will be stopped. If such official stoppage is found to be due to fault, neglect or improper work performance of the contract, or his subcontractors, the extra cost for watchmen services shall be borne by the Contractor.
- c) The Contractor shall take ample precautions against fire by keeping away flammable materials, and ensure that such materials are properly handled and stored. Fires shall not be allowed within the area of construction, except when permitted by the Engineer.
- 4.7.4 The Contractor shall be responsible for any injury loss or damage to any presently existing improvements on the premises caused by him or his employees, agents or any sub-contractors, and in the event of such injury, loss or damage shall promptly make such repairs or replacements as required by the Owner without additional cost to the Owner.
- 4.7.5 During the progress of the work, the Contractor shall protect all finished work as soon as same is erected and shall maintain such protection until such time they are no longer required.

# 4.8 Disposal Area

The proposed location of disposal area shall be at the site designated by the Owner/Engineer. It is the responsibility of the Contractor to disposed offsite all construction debris and be considered in the preparation of his proposal.

# 4.9 Temporary Scaffolding Hoist, etc.

The Contractor shall install and operate an adequate number of temporary hoists, and shall also furnish and maintain temporary scaffold runways, ladders, and the like; as required for the proper execution of work. As soon as the progress of the work will permit, the Contractor shall erect the permanent stair, platforms, ramps, catwalks, etc., safeguards and shall provide these and all other permanent parts from damage or defacement during the work.

### 4.10 Removal of Temporary Services and Facilities

All temporary services, and installed by the Contractor shall be removed by the Contractor on completion of this contract, or as directed by the Project Manager. Any repairs or alterations necessitated by such removal shall be made by the Contractor.

# 5. COMPLIANCE WITH CONTRACT REQUIREMENTS

### 5.1 Control of Onsite Construction

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

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

# **5.2** Pre-construction Meeting

Prior to the start of construction, Contractor's materials men or vendors whose presence are required, attend preconstruction meetings as directed for the purpose of discussing the implementation of the work.

# **5.3** Progress Meetings

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

a) When called upon by the Engineer or the Owner or his representative for the purpose of discussing the execution of work. Contractor's materials men or vendors whose presence is necessary or requested must attend progress meetings. Each of such meeting shall be held at the time and place designated by the Engineer or is representative. Decisions and instructions agreed on these meetings shall be binding and conclusive on the contract. Minutes of the meeting shall be recorded and reasonable number of copies shall be furnished to the Contractor for the distribution to various materials men and vendors involved.

# **5.4** Progress Report

The contractor shall faithfully prepare and submit progress reports to the Engineer every 30 days after the start of the project up to its completion, showing the work completed, work remaining to be done, the status of the construction equipment and the materials at the site.

# 5.5 Survey Data

The contractor shall layout his work from establishment based lines and bench mark indicated in the drawing and shall be responsible for all measurement in connection therewith. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, materials, and labor as may be required in the laying out

any part of the work, out of established based lines and bench mark. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks until he is authorized to remove them. If such marks were destroyed by the contractor through negligence prior to the authorized removal, the marks shall be replaced at the expensed of the Contractor.

# 5.6 Cleaning-up

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

# **5.7** Construction Photographs

The Contractor shall take photographs during the process of the work once a month, all taken where directed by the Project Manager. At the completion of the project final photographs shall be sent to the Procuring Entity. The photographs shall be neatly labeled, dated and identified in a little box in the lower right hand corner, showing the date of exposure, project name, location and direction of view. All soft copies shall be retained by the Contractor until completion of the work at which time they shall become the property of the Procuring Entity.

# 5.8 Inspection

The Contractor shall permit and facilitate inspection of the work by the Owner, its representatives, the Project Manager, the Civil Engineer, and the public authorities having jurisdiction at all times during the progress of the work.

# **5.9** Final Completion

The term final completion means the completion of all the work called for under the contract, to include but not limited to satisfactory operation of all equipment, by means of acceptance tests, correction of all punch list items to the satisfaction of the owner, the project manager and/or the Engineer, settlement of all claims, if any, payment and release of all record of all mechanic's material, men and like line, delivery of all guarantees. Equipment operation and maintenance manuals; Building certificates prior to occupancy; Electrical permits; all other required approvals and acceptance by the City/municipality or other authority having jurisdiction.

# 5.10 Punch list

The list prepared by the Project Manager and the Engineer of the Contractor's uncompleted defective or uncorrected work.

# **5.11** Safety and Accident Reports

The Contractor shall take all necessary precautions for the safety of all employees Owner's representatives, Project Manager and the Engineer. The Contractor shall comply with all instructions and Government Safety Laws and Building Codes to prevent accident or injury to persons on or about or adjacent to the premises as well as for protection of adjacent property where work is performed. The Contractor shall not excessively load. Accident reports will be submitted in accordance with the Construction Procedures.

# B. DIVISION – SITE PREPARATION General Requirements

### 6. INSTALLATION OF OVERHEAD STREET PROTECTION AND BOARD-UP

This section shall consist of installation of temporary fencing and overhead protection to prevent accidents that may occur during the construction phase of the project. The Contractor shall install temporary fencing to prevent access of unauthorized personnel during the construction phase; installation of overhead street protection shall also be installed to prevent accidents and damage to the property. The Contractor shall also place signage in all visible area that the construction premises are on-going.

# 7. WEARING OF PERSONAL PROTECTIVE EQUIPMENT

This section shall require all staff and workers to wear proper PPE when entering the site premises; it shall be the responsibility of the contractor to provide PPE to its workers at his own expense. Workers working at height must wear a full body harness with fall arrest system if necessary

### C. DIVISION – CONCRETE

# 8. STRUCTURAL CONCRETE

### 8.1 Scope

This section shall consist of furnishing, placing and finishing concrete in all structure in accordance with the specification and conforming to the lines, grades, and dimensions shown on the plans. Concrete shall consist of a mixture of Portland cement, fine aggregate, coarse aggregate, admixtures when specified, and water mixed in the proportions specified or approved by the Engineer. The Concrete mixture must be placed in a concrete cylinder to be tested for conformity to the specifications.

### 8.2 Classes and Uses of Concrete

The classes of concrete shall generally be used as follows:

- a) Class AA For the structural works of columns and beams
- b) Class A For the structural works of parapet wall and concrete gutter
- c) Class B For the structural works of concrete topping

	Minimum			Designated	Minimum
Class of	Cement	Maximum	Consistency	Size of	Compressive
Class of	Content per	Water/Cement	Range in	Coarse	Strength of
Concrete	$m^3$	Ratio	Slump	Aggregate	150 x 300
	kg			square	mm concrete

	(*bags)			opening Std.	cylinder
				mm	specimen at
	*based on a				28 days
	40kg/bag				N/mm <sup>2</sup> (psi)
AA	340	0.57	50 - 100	19.0 - 4.75	28
AA	(8.5 bags)	0.57	(2"-4")	(3/4" - no. 4)	(4000)
Λ	280	0.68	50 - 100	19.0 - 4.75	21
A	(7.0 bags)	0.08	(2"-4")	(3/4" – no. 4)	(3000)
D	210	0.75	50 - 100	50.0 - 4.75	16.5
В	(5.25 bags)	0.75	(2"-4")	(1/2" - no. 4)	(2400)

# 9. REINFORCING STEEL BARS (RSB)

# 9.1 Description

This section shall consist of furnishing, bending, fabricating and placing of steel reinforcement of the type, size, and shape and grade required in accordance with this specification and in conformity with the requirement shown on the plans or as directed by the Engineer.

# 9.2 Material Requirements

- a) The reinforcing steel shall conform to the requirements of AASHTO M31 (ASTM A615) and AASHTO M42
- b) It shall conform to the specifications on plans and drawings. For diameter 20mm reinforcing steel bars use grade 60 and below 20mm shall be grade 40. Dowel and tie bars shall not be used for tie bars that are to be bent and restraightened during construction. Tie bars and dowels shall be deformed bars upon fabrication. Testing of RSB shall be made prior to the installation of rebar to verify conformity to the specifications.

# D. DIVISION - MASONRY

# 10. REINFORCED MASONRY

# **10.1** Applicable Publications

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

a) American Society for Testing and Materials (ASTM) Publications and Philippine National Standard

A 615/PNS 49	Deformed and plain billet-steel bars for concrete
	reinforcement
C 5-79	Quicklime for structural purposes
C 33/PNS 18	Concrete Aggregates
C 39	Compressive strength of cylindrical concrete
(Rev B)	Specimens

C 90	Hollow load-bearing masonry units
C 91	Masonry cement
C 140	Sampling and testing concrete masonry units
C 144	Aggregate for masonry mortar
C 150	Portland cement
C 207	Hydrated lime for masonry purposes
C 270	Mortar for unit masonry
C 404	Aggregates for masonry grout
C 426	Drying shrinkage of concrete block
C 476	Mortar and grout for reinforced masonry
C 952	Bond strength of mortar for masonry units
E 447	Compressive strength of masonry prisms
PNS 16	Standard specification for concrete hollow blocks
	•

# b) American Concrete Institute (ACI) Publications

ACI 315 Details and detailing of concrete reinforcement

# 10.2 Masonry Units

a) Hollow Concrete Masonry Units

ASTM C 90, grade S, Type I, normal weight

# 10.3 Deformed Reinforcing Bars

ASTM A615/PNS 49, yield strength shall be as specified on the drawings

# 10.4 Placing Reinforcing Steel

Prior to placing grout, clean all reinforcement of loose, flaky rust, scale, grease, mortar, grout or other coating which might destroy or reduce its bond with grout.

# a) Positioning Bars

Position vertical bars accurately at the centreline of the wall, maintain a minimum clearance between the bars and masonry units of 12mm and between parallel bars of one diameter of the reinforcement. Hold vertical reinforcing in the place using metal supports, centering clips, spacers, ties, or caging devices located near the ends of each bar and at intermediate intervals of not more than 192 diameters of the reinforcement.

### b) Splices

Locate Splices only as indicated. Stagger splices in adjacent bars at least 600 mm. lap bars a minimum of 40 diameters of the reinforcement.

# 10.5 Placing Grout

a) Wall Bracing

Brace walls against wind and other forces during construction. Allow sufficient time between lifts to preclude cracking of face shells of hollow masonry units. If blowouts, misaligned, or cracking of face-shells should occur during construction, tear down and re-built the wall.

# b) Grouting and Cleanout Holes

Provide cleanout holes at the bottom of every pour in cores containing vertical reinforcement when the height of the grout pour exceeds 1.2 meters. Establish a new series of cleanouts if grouting operations are stopped for more than 4 hours. Cleanouts shall be less than 75 to 100 mm opening cuts from one face shell. Manufacturer's standard cutout units may be used at the Contractor's option. Do not plug cleanout holes unit masonry work, reinforcement and final cleaning of the grout spaces have been completed and inspected.

### E. DIVISION – DOORS AND WINDOWS

### 11. DOORS AND ACCESSORIES

# 11.1 Installation of Doors and its Accessories

The doors shall be installed with accessories and with accordance to the plans and specifications. Door accessories shall be limited to door handles, door closers, door viewer (if necessary), and other accessories may deem needed by the Owner.

# 11.2 Analok Frame Awning and Fixed/Awning Window

Powder coated analok fixed/awning sliding type window frame with section appropriate for and adapted to mounting on concrete, with grooves and snap on siblings to accommodate other components and weather strips and provision for neat fixation to one another using concealed hardware connectors. Complete with snap on glass fasteners, vinyl inserts, mohair wool pile weatherstrips, neoprene setting block and 10mm dia steel tension rod threaded at both ends, 12mm thick glass panel with integrated deadlocking device and self-closing mechanism.

### 11.3 Fabrication

Factory prefabricated all frames in accordance to the designs and dimensions indicated in the drawings. Minimum metal wall thickness: 3mm except glazing beads, moldings, and trim not less than 1.5mm. Frames that are to receive fixed glass shall have removable glass stops and glazing beads.

# 11.4 Water-Tightness

Adjust all frames and attach hardware before glazing. Secure all windows and doors to be watertight and all hardware are operating free and easy.

# 11.5 Completion of Installation

Upon completion and installation, thoroughly clean surfaces of doors and frames in accordance with the recommended procedure of the manufacturer. Do not use abrasive caustic or acid cleaning agents

### F. DIVISION – FINISHES

# 12. CEMENT FINISHES

# **12.1** Scope

Furnish materials and equipment and perform labor required to complete all cement finish. See drawings for details and location of work required.

### 12.2 Product

Materials to be use must be lightweight metal framing to support its own weight. Use materials as per materials specified.

### 12.3 Fiber Cement Board

Furnish materials and equipment and perform labor required to complete all fiber cement boards for ceiling. See drawings for details and extent of application

# 12.4 Samples and Catalogues

- a) One of each type of cement board showing the texture, finish and color.
- b) Standard catalogue data for cement board.
- c) Maintenance manuals: maintenance instruction for cement board ceiling.

# 12.5 Materials

- a) Materials to be used are to be 1220mm x 2440mm x 4.5mm fiber cement board
- b) Fixings: shall be rust proof screws or nails.
- c) The fiber cement board panels are to be treated with one coat of alkali resisting primer sealer to each face before installation and finished with two coats acrylic emulsion paint, or as otherwise shown on plans or as directed by the Engineer.

### 13. TILE WORKS

### 13.1 General

# 13.1.1 Scope

Furnish materials and equipment and perform labor required to complete: all porcelain tile works. See drawings and details for location, extent and other requirements.

### 13.1.2 Submittals

Submit to Engineer/Owner samples for approval prior to installation

### 13.2 Products

### 13.2.1 Materials

- a) Porcelain tiles shall be of homogeneous type
  - i) Hallways
    - i) 600mm x 600mm glazed porcelain tiles
  - ii) Bedrooms
    - i) 600mm x 600mm glazed porcelain tiles
  - iii) Toilet and Bath
    - i) 300mm x 300mm unglazed tiles for the flooring
    - ii) 300mm x 300mm glazed tiles for the wall
- b) Tile Grout

Tile adhesive as approved by the Engineer which is similar to "ABC" grout.

### 14. PAINTING

# **14.1** Scope

The painting Contractor shall provide all labor, materials, painting equipment, scaffoldings, and protective coverings required for the painting and finishing of all surfaces as indicated in the drawings and herein specified.

### 14.2 Work in Other Sections

The painting Contractor shall examine the drawings and specifications for the section being painted and for the painting works in the other section for possible conflict in works. The painting contractor shall also examine the entire surface to be finished under the contract and see that the work of other trades has been left or installed in satisfactory condition to receive the paint, stain, or specified finish.

# 14.3 Protection of Work

The painting Contractor shall protect his work of other contractors against damage or injury caused by paint application.

# 14.4 Final Inspection

- a) Finished surfaces shall be solid, even color and finished texture, free from drops, runs, lumps, brush marks, discoloration or other defects.
- b) Before final inspection, any work which has been damaged or discoloured shall be touched up or refinished in the satisfactory manner.

# G. DIVISION – PLUMBING WORKS

### 15. INSTALLATION OF PLUMBING AND SANITARY LINES

### 15.1 General

# 15.1.1 Scope

- a) Tapping from existing public water line and/or private water line to the proposed location of distribution lines including the supply of pipes, fittings, valves, main water meter, vaults, and other accessories.
- b) Cold water supply and distribution system including supply pipes to the equipment, fixtures and hose bibs inclusive of all valves, fittings, and other accessories to complete the system.
- c) All building sanitary drains, waste, and venting systems including floor drains.
- d) Sewage collection and disposal system from the sewage holding tank up to the existing sewer line stub-out.
- e) Installation of drain pipes to the existing catch basin to the existing drainage system
- f) Supply and installation of all plumbing fixtures, fittings, trims and accessories
- g) Supply and installation of pipes, fittings, valves, miscellaneous metal works, and all required appurtenances for all water line systems
- h) Testing for leakage of all water supply and distribution system, drains, waste, sewer and venting system plus pressure testing and disinfection of the water supply and distribution system.
- i) Tests run all pumps and other equipment under plumbing works.

- j) Securing of all permits and licenses as required including water connections.
- k) Excavation and backfilling in connection with the work shall be included.
- 1) Preparation and submittal of two (2) sets of as-built plans.
- m) Furnishing of written one (1) year warranty on the plumbing systems

# 15.1.2 Notes on Drawings

- a) The drawings show the general arrangements of all pipings. However, where local and/or actual conditions at the jobs site necessitate a deviation or arrangement, the Contractor shall prepare and submit the new arrangement for the Engineer's approval.
- b) Small scale drawings do not possibly indicate all offsets, fittings and other parts of the system required. The Contractor shall arrange such work accordingly, furnishing such fittings, traps, valves and accessories as may be required to meet such conditions.

# 15.1.3 Quality Assurance

- a) The work covered in this contract is to install according to the specifications, codes, ordinances, and requirements of the following:
  - i) National Plumbing Code of the Philippines
  - ii) The Code on Sanitation of the Philippines
  - iii) Environmental Management Bureau, DENR
  - iv) City Ordinance of Dagupan City
- b) All Construction permits and fees required for the work shall be obtained by and at the expense of the Contractor. The Contractor shall furnish the Owner the final certificates of inspection and approval from the proper government authorities after the completion of the works.

### 15.1.4 Workmanship and Coordination with other Trades

- a) All works shall be performed in first class and neat workmanship by mechanics skilled in their trade and such mechanics and their work shall be satisfactory to the Engineer.
- b) The plumbing Contractor is required to refer to the general conditions and to all architectural, structural, electrical, mechanical, and fire protection plans and specifications and shall investigate all possible interferences and conditions affecting his work.

### 15.2 Products

- 15.2.1 a) Cold Water Lines for risers, downfeeds and distribution lines shall be Polypropylene (PPR) pipe and fittings PN20 conforming to DIN specifications DIN 8077 and DIN 8078 or ASTM 2389, forming polyfusion homogeneous joint. Use "FUSIOTERM", "POLYMUTAN", "PLASTERM" brand or approved equal.
  - b) Soil, Waste, and Vent pipes shall be Emerald series 1000
  - c) Downspout/Collector pipes shall be Emerald series 1000

### 15.2.2 Valves

a) Gate Valve – 75mm or larger, shall be rising stem, iron body with bronze trim, flanged connection, minimum of 150 psi working pressure. 65mm and smaller, shall be rising stem, all bronze, female threaded, minimum of 150 psi working pressure, "Crane", "Kitz", "AVK" brand or approved equal.

### 15.2.3 Other Materials

- a) Drains shall have cast iron body with integral trap and socketed end, brass strainer. Use "METMA", "JAMAN", "ASA" brand or approved equal.
  - i) Roof Drains similar to METMA M319-52
  - ii) Scupper Drains similar to METMA M319-45
  - iii) Floor/Shower Drains similar to METMA M200-D
- b) Clean-out

Floor Level Cleanout: shall be of cast iron bronze with countersunk thread and screwed plug, all items chromium plated.

- i) Above Ceiling Cleanout: shall be of cast bronze or brass with screwed plug and square head.
- c) Hose Bibbs 20mm standard hose connection, male tapered threads, polished chrome plated, and angle type with lock shield and hardwell.

### 15.2.4 Vents

a) Vents shall be taken from the crown of the fixtures, except for water closet traps, in which case, the branch line shall be vented below trap and above all small waste line inlets, so connected as to prevent obstructions. Each vent pipes shall be run separately above the fixtures

into the adjacent soil pipes, a distance not more than 1.50 meters. If more that this distance, the vent shall run independently through the roof

- b) A vent line shall be whenever practicable, direct extension of a soil or waste line
- c) Main vent risers at 4.5 meters long or more shall be connected at the foot with the main water or soil pipes below the lowest vent outlet with a forty five degree connection.
- d) All vertical soil or vent pipes shall be carried up at least 600mm above the roof of the building and the open side ends are to be entirely and securely covered with a Ga. 16 mesh copper mesh.
- e) Vent pipes in the roof spaces shall be run as close as possible to the underside of the roof with horizontal piping pitched down to stacks without forming traps.
- f) Where an end or circuit vent pipe from the fixtures it shall be connected into the main vent or vent stack.

# 15.2.5 Rough-ins

All Rough-ins for pipes and fixtures shall be carried along the building construction. Correctly located openings of proper sizes shall be provided where required in the walls and floors for the passage of pipes all items to be embedded in concrete shall be thoroughly clean and free from all rust, scale and paint.

# 15.2.6 Fittings

All changes in pipe sizes on soil, waste, and drain lines shall be made with reducing fittings or reducers. All changes in direction shall be made by the appropriate use of forty five degree (45°) wyes, or long sweep bends except that sanitary tees may be used on vertical stacks. Short quarter bends or elbows may be used in soil and waste lines where the change in direction is from the horizontal to the vertical and on the discharge from the water closet.

### 15.2.7 Joints and Connections

All joints shall be air and water tight.

# 15.3 Water Distribution System

### 15.3.1 Installation

- a) The pipings shall be extended to all fixtures, outlets, and equipment from the gate valves installed in the branch near the riser.
- b) Unions shall be provided where required for disconnections.

- c) All pipes shall be cut accurately to measurement and shall be worked into place without springing or facing. Care shall be taken so as not to weaken the structural portions of the building.
- d) All service pipes, valves and fittings shall be kept a sufficient distance from other works to permit finished covering not less than 15mm from such or from finished covering on the different service.
- e) Changes in sizes shall be made with reducing fittings.
- f) Accessible Contraction Expansion joint shall be made where necessary. Horizontal runs of pipes over 15m in length shall be anchored to wall or the supporting structure about midway on the run to force expansion and contraction equally towards the ends.
- g) Fixtures and Equipment supports and fastenings where secured to concrete or filled hollow block walls, fastening shall be brass and at least 76mm deep into the solid concrete.
- h) Floor, Walls and Ceiling Plates shall be large enough to completely close the hole around the pipes and shall be round with the least dimension hole 30mm larger than the diameter of the pipe.
- i) Drains unions for water piping 15mm and larger in diameter shall be flange pattern of galvanized wrought iron. Gasket for flange unions shall be of best quality fiber, plastic, or leather

# H. DIVISION - ELECTRICAL I

# 16. BASIC ELECTRICAL MATERIALS AND METHODS

### 16.1 General

### 16.1.1 References

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

i) ASTM International (ASTM)

ASTM D 709 (2001) Laminated Thermosetting Materials

ii) Institute of Electrical and Electronics Engineers (IEEE)

IEEE C2 (2005) National Electrical Safety Code

IEEE Std 100 (2000) The Authoritative Dictionary of IEEE Standards Terms

iii) National Electrical Manufacturers Association (NEMA)

NEMA 250 (2003) Enclose for Electrical Equipment (1000 volts maximum)

NEMA C57.12.28 (1999) Pad-Mounted Equipment – Enclosure Integrity for Coastal Environments

iv) National Fire Protection Association (NFPA)

NFPA 70 (2005) National Electrical Code

v) Institute of Integrated Electrical Engineers (IIEE)

PEC (2000) Philippine Electrical Code

vi) Bureau of Product Standard (BPS)

PNS (2002) Philippine National Standard

### 16.1.2 Related Requirements

This section applies to all section of electrical works of this project specifications unless otherwise specified in the individual sections.

### 16.1.3 Definitions

- a) Unless otherwise specified or indicated, electrical and electronics terms used in these specifications, and on the drawings, shall be as defined in IEEE Std 100.
- b) The technical sections referred to herein are those specification sections that describe products, installation procedures, equipment operations and that refer to this section for detail description for submittal types.

## 16.1.4 Electrical Characteristics

Electrical Characteristics for this project shall be 34.5 primary, three phase, four wire, 60 Hz, and 220 volts secondary, three phase, three wire. Connection to the existing power supply shall be made by the Contractor.

### 16.1.5 Additional Submittals Information

Submittals required in other sections that refer to this section must conform to the following additional requirements as applicable.

# 16.1.5.1 Shop Drawings

Include wiring diagrams and installation details of equipment indicating proposed location, layout and arrangement, control panels, accessories, piping, duct work, and other items that must be shown to ensure a coordinated installation. Wiring diagrams shall identity circuit terminals and indicate the internal wiring for each item of equipment and the interconnection between each item of equipment. Drawings shall indicate adequate clearance for operation, maintenance, and replacement of operating equipment devices.

### 16.1.5.2 Product Data

Submittal shall include performance and characteristic curves.

# 16.1.6 Quality Assurance

# 16.1.6.1 Regulatory Requirements

In each of the publications referred to herein, consider the advisory provisions to be mandatory, as though the word, "shall" had been substituted "should" wherever it appears. Interpret references in these publications to the "authority having jurisdiction", or words of similar meaning, to mean the Engineer. Equipment, materials, installation, and workmanship shall be in accordance with the mandatory and advisory provisions of NFPA 70 and PEC unless more stringent requirements are specified or indicated

# 16.1.7 Electrical Requirements

Electrical installation shall conform to IEEE C2, NFPA 70, PEC and requirements specified herein.

### 17. INTERIOR LIGHTING

### 17.1 GENERAL

## 17.1.1 References

The publication listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

i) Illuminating Engineering Society of North America (IESNA)

IESNA HB-9 (2000) Lighting Handbook

ii) Institute of Electrical and Electronics Engineers (IEEE)

IEEE C2 (2002) National Electrical Safety Code

IEEE C62.41 (1991; R 1995) Recommended Practice for surge voltages in low-voltage AC power Circuits

IEEE Std 100 (2000) The Authoritative Dictionary of IEEE Standards Terms

iii) National Electrical Manufacturers Association (NEMA)

NEMA 250 (2003) Enclosures for the Electrical Equipment (1000 volts maximum)

NEMA C78.81 (2003) Electrical Lamps – Double-capped

Fluorescent lamps

Dimensional and Electrical Characteristics

NEMA C78.901 (2001) Electrical Lamps – Single Base

Fluorescent Lamps

Dimensional and Electrical Characteristics

NEMA C82.1 (1997; R 1998)Electrical Lamps Ballasts-Line Frequency Fluorescent Lamp Ballasts

NEMA C82.11 (2002) High-Frequency Fluorescent Lamp Ballast

NEMA C82.2 (1984; R 1995)Methods of Measurement of Fluorescent Lamp Ballasts

NEMA LL 1 (1997; R 2002) Procedures for Linear Fluorescent Lamp Sample Preparation and the TCLP

iv) National Fire Protection Association (NFPA)

NFPA 101 (2003) Life Safety Code

NFPA 70 (2005) National Electrical Code

v) Institute of Integrated Electrical Engineers (IIEE)

PEC (2000) Philippine Electrical Code

vi) Philippine National Standard (PNS)

BS (2002) Bureau of Standards

# 17.1.2 Emergency Lighting Equipment

UL 924, NFPA 70, and NFPA 101. Provide Lamps in the wattage similar to our existing lamps.

# 17.1.3 Emergency Lighting Unit

Provide units similar to our existing emergency lighting units.

# 17.1.4 Lamps

Lamps of the type, wattage, and voltage rating indicated shall be delivered to the project in the original cartons and installed prior to project completion. Lamps installed and used for working light during construction shall be replaced prior to turnover to the Owner, if more that 15% of their rated life span has been used. Lamps shall be tested for proper operation prior to turn-over and shall be replaced if necessary with new lamps from the original manufacturer. Provide 10 percent spare lamps of each type from the original manufacturer.

# 17.1.5 Lighting Fixtures

Set lighting fixtures plump, square, and level with ceiling and walls, in alignment with adjacent lighting fixtures, and secure in accordance with manufacturer's directions and approved drawings. Installation shall meet requirements of NFPA 70 and PEC. Mounting heights specified or indicated shall be to the bottom of fixtures on the job before commencing installation and, where applicable, after coordinating with the type, and pattern of the ceiling being installed. Recessed and semi-recessed fixture shall be independently supported from the building structure by a minimum of four wires or straps per fixture and located near each corner of each fixture.

# 17.1.6 Exit Signs and Emergency Lighting Units

Wire exit signs and emergency lighting units ahead of the switch to the normal lighting circuit located in the same room or area.

# 17.1.7 Smoke Alarm Detector

The Contractor shall include in the installation of smoke alarm detector the installation of siren/bell, manual push button, and programming of the Addressable Smoke Alarm Control Panel.

### I. DIVISION – ELECTRICAL II

### 18. BASIC ELECTRICAL MATERIALS AND METHODS

### 18.1 General

### 18.1.1 References

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

- i) ASTM International (ASTM) ASTM D 709 (2001) Laminated Thermosetting Materials
- ii) National Fire Protection Association (NFPA) NFPA 70 (2005) National Electrical Code
- iii) Bureau of Product Standards (BPS)
  PNS (2002) Philippine National Standard

# 18.1.2 Related Requirements

This section applies to all sections of electrical works of this project specification unless otherwise specified in the individual sections.

### 18.1.3 Definitions

- a) Unless otherwise specified or indicated, mechanical and electronics terms used in these specifications, and on the drawings, shall be as defined in IMEE Std 100.
- b) The technical sections referred to herein are those specification sections that describe products, installation procedures, and equipment operations and that refer to this section for detailed description of the submittal types.

# 18.1.4 Additional Submittals Information

Submittals required in the sections that refer to this section must conform to the following additional requirements as applicable.

# 18.1.5 Shop Drawings

Include wiring diagrams and installation details of equipment indicating proposed location, layout and arrangement, control panels, accessories, piping, ductworks, and other items that must be shown to ensure a coordinated installation. Wiring diagrams shall identify circuit terminals and indicate the internal wiring for each item of the equipment and the interconnection between each item of equipment. Drawings shall indicate adequate clearance for operation, maintenance, and replacement of operating equipment devices.

### 18.1.6 Product Data

Submittal shall include performance and characteristic curves.

# 18.1.7 Quality Assurance

# 18.1.7.1 Regulatory Requirements

In each of the publications referred to herein, consider the advisory provisions to be mandatory, as though the word, "shall" had been substituted "should" wherever it appears. Interpret references in these publications to the "authority having jurisdiction", or words of similar meaning, to mean the Engineer. Equipment, materials, installation, and workmanship shall be in accordance with the mandatory and advisory provisions of NFPA 70 and PEC unless more stringent requirements are specified or indicated.

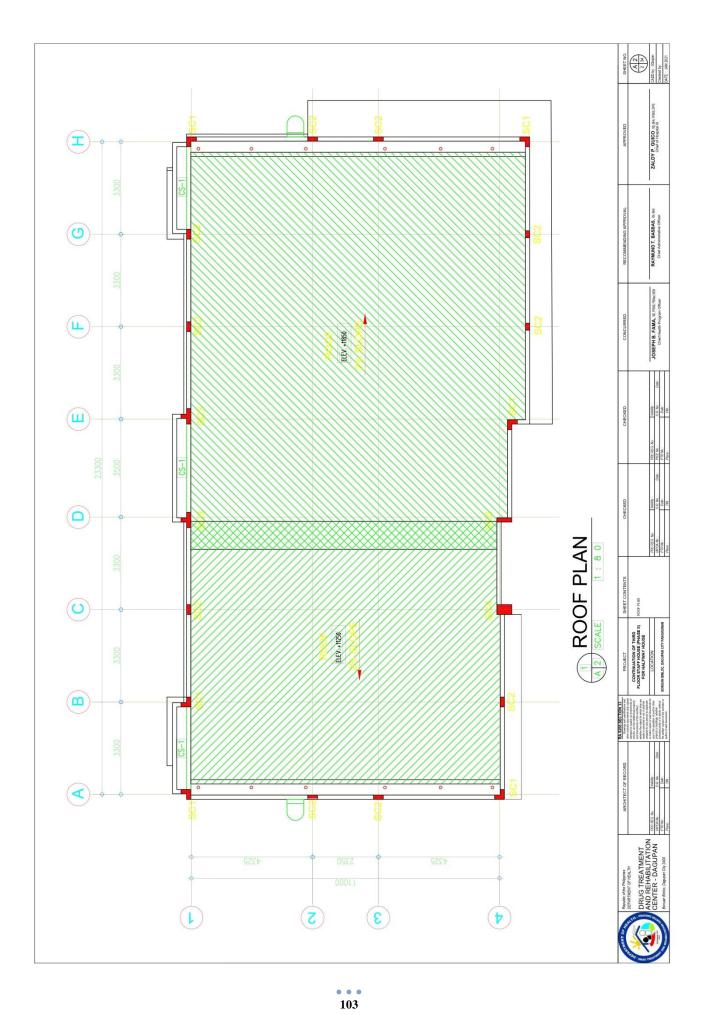
# 18.1.7.2 Mechanical Requirements

Mechanical installations shall conform to IMEE C2, NFPA 70, PEC and requirements specified herein.

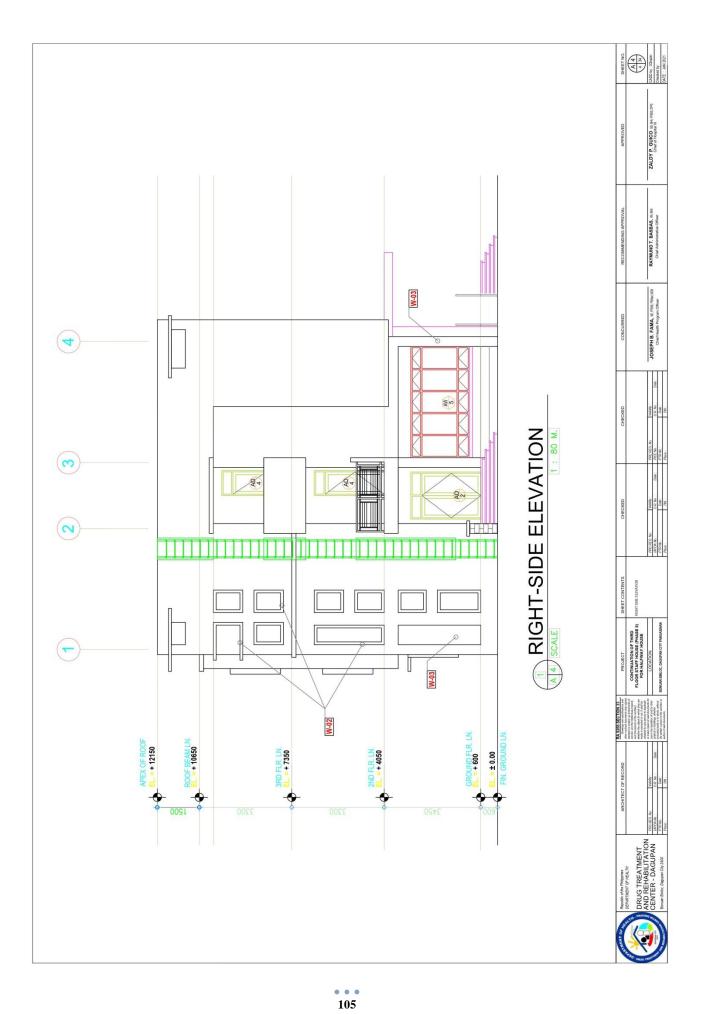
- a) Fire Protection shall conform for the provision and national standard and meet the requirements of the Bureau of Fire Departments.
- b) Exhaust fan and negative pressure shall be fitted that no leak for the entrance of air or other substance.
- c) Air-conditioning Unit Minimum Specifications:
  - i) Split-Type
  - ii) Cooling capacity: 1.0 HP
  - iii) With automatic room temperature control, increases airflow when necessary
  - iv) Fast cooling, distributes cool air around the room
    - v) Manual operation in case of misplaced or low battery remote control
    - vi) With energy saving feature and high energy efficiency ratio
    - vii) Cleans and deodorizes the air
    - viii) Low sound (less than 50 dBA)
    - ix) Durable, able to operate continuously for 24 hours for 7 days with minimal to zero deterioration in cooling capability.

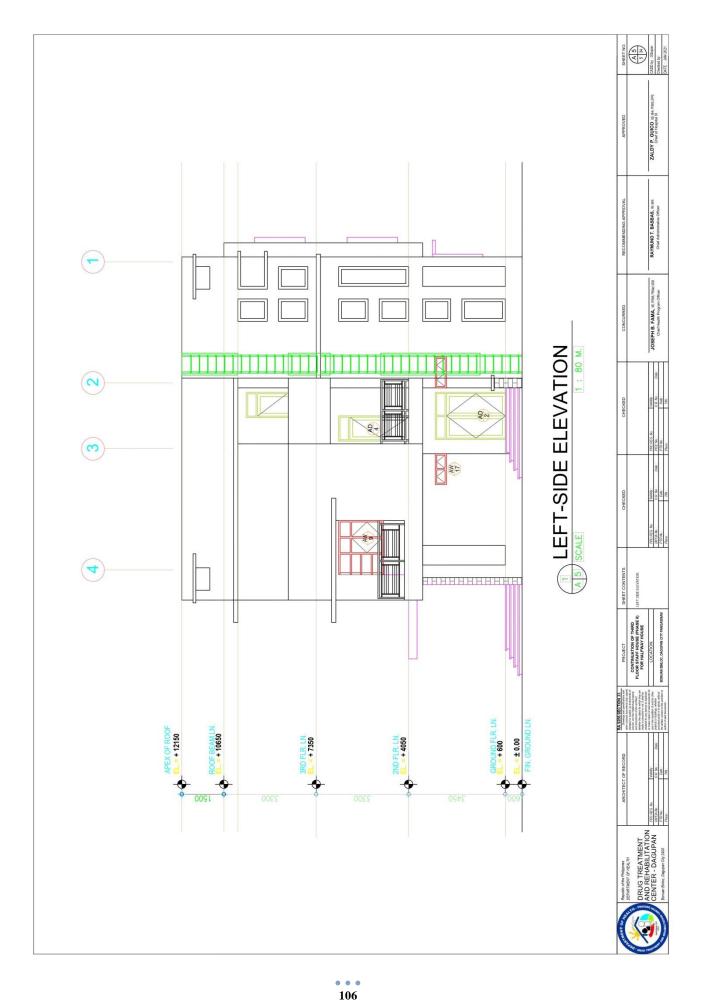


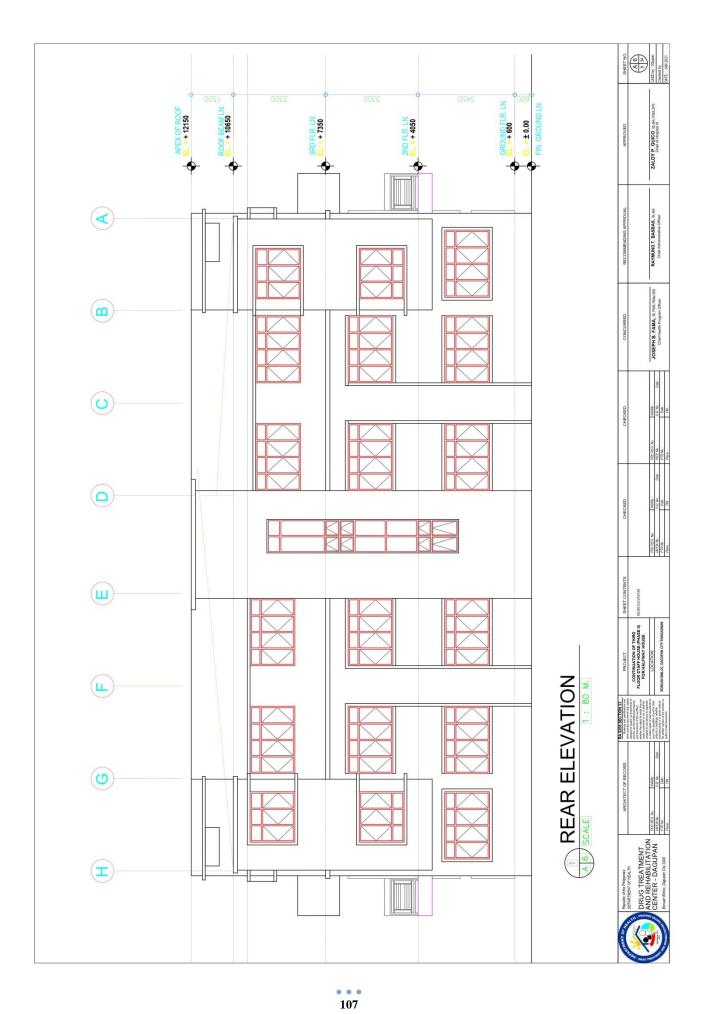


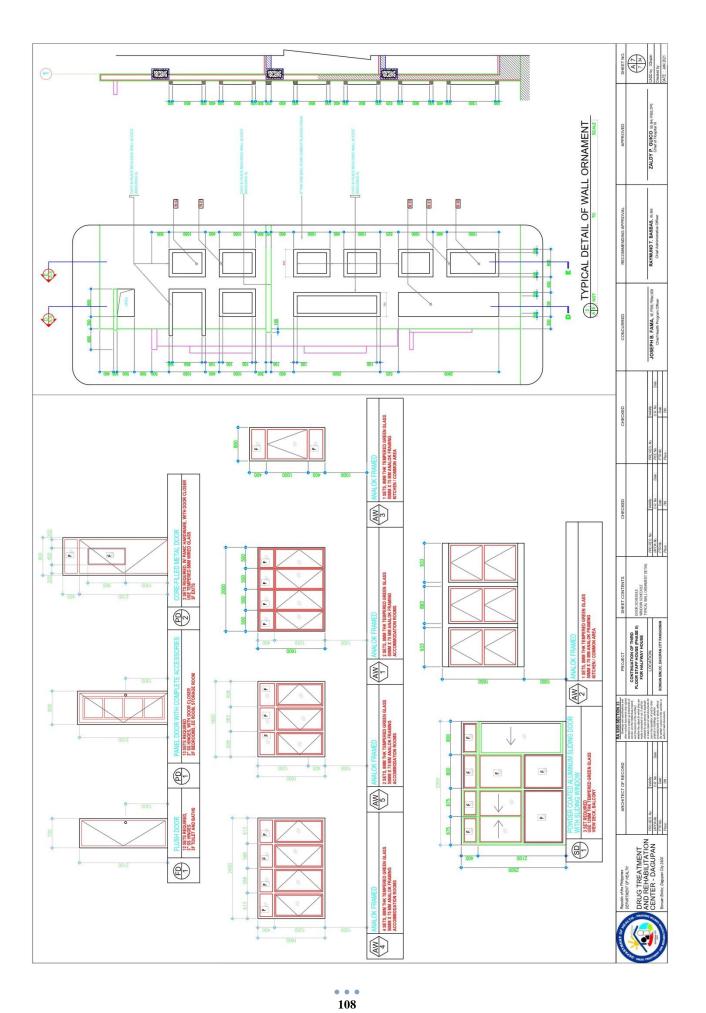


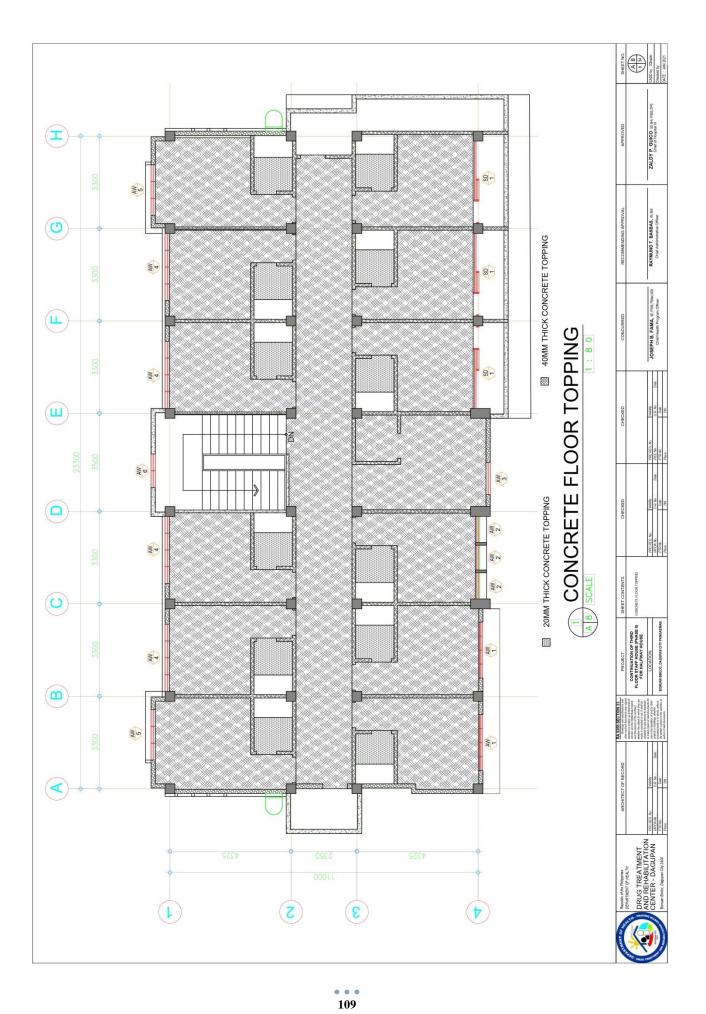




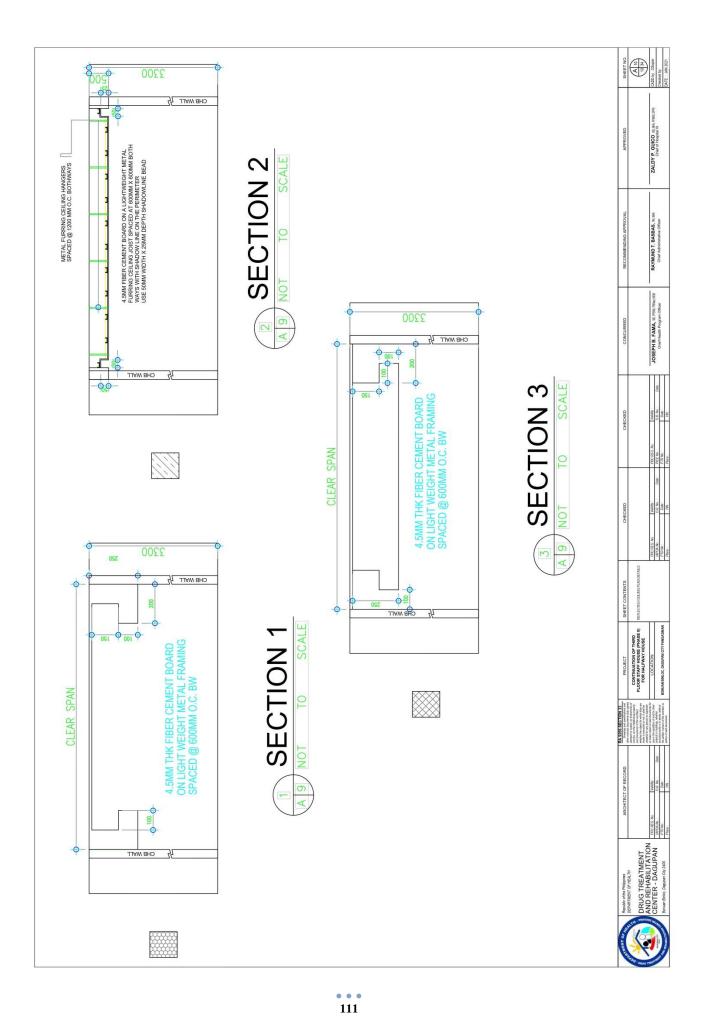


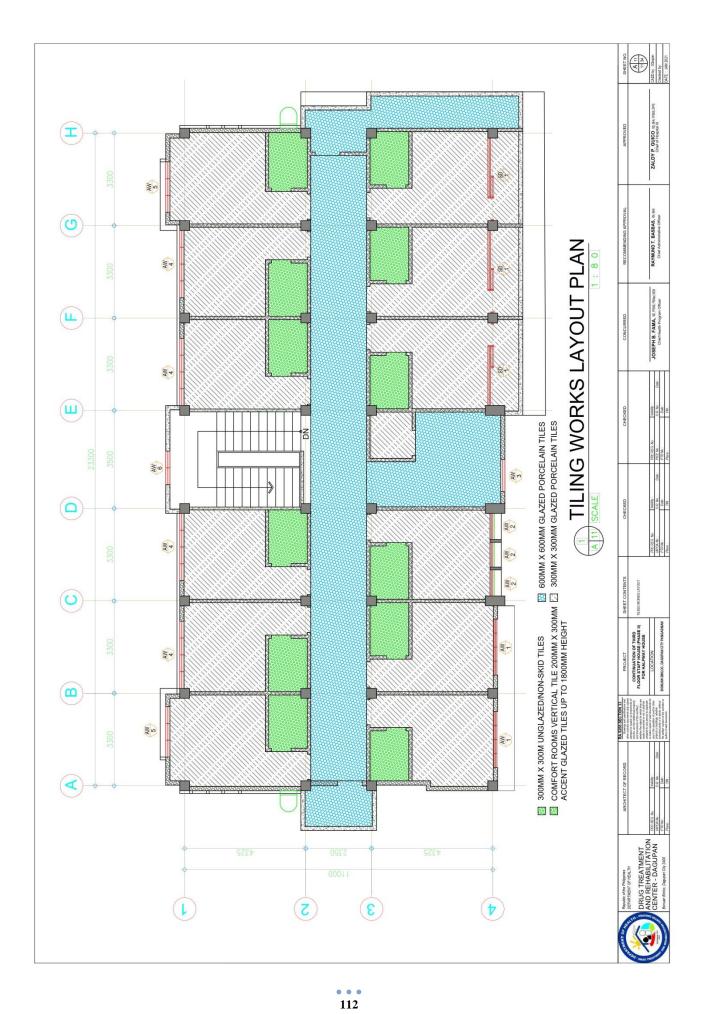














# STRUCTURAL SPECIFICATIONS AND STANDARD DETAILS

### 1.0 GENERAL

- 1.1.1. MATIONAL STRUCTURAL CODE OF THE PHILPPINS 2001, 5TH EDITION ASSOCIATION OF STRUCTURAL ENGINEERS OF THE PHILIPPINES
  - 1.1.2. ASEP STEEL HANDBOOK 2440, 3RD EDITION ASSOCIATION OF STRUCTURAL ENGINEERS OF THE

42. DESIGN LOADS FOR BUILDINGS SHALL MEET THE REQUIRED STRUCTURAL DESIGN CRITERIA.

4.3. STEEL PLATES, SHAPES, BARS AND METAL FABRIC 4.4. STRUCTURAL BOUTS AND HUTS:

ASTM A-325, 7/8 Ø AND BELOW

4.0. STRUCTURAL STEEL

- 1.2. ALL DRAWINGS SHALL NOT BE SCALED FOR C INDICATED.
  - FOR ALL OTHER REQUIREMENTS REFER TO THE ARCHIT ELECTRICAL & MECHANICAL WORKING DRAWNINGS.

### 2.0 CONCRETE

UNLESS OTHERWISE SPECIFIED, THE M STREHGTH ARE AS FOLLOWS.

20.7 MPa (3.000 PSI) 20.7 MPa (3.000 PSI)

4.7. ALL BUTI WELDS SHALL BE FULL PEHETRATION WELDS AND SHALL BE PROVIDED AS REQUIRED. OR GOUGED, BACK-UP PLATES SHALL BE PROVIDED AS REQUIRED.

4.5. ELECTRODES FOR WELDING: ASTM A233 E\_70X

STATEMENT OF STATE	ALL CONCRETE MUST BE DEPOSITED, VIBRATED AND CURED IN ACCORDANCE WITH THE LATEST EDITION OF AMERICAN CONCRETE INSTITUTE (ACI-318)	STRIPPING FORMS AND SHORES SHALL BE AS FOLLOWS:	FOUNDATIONS
BEDDED SI	ALL CONCRETE A EDITION OF AMB	STRIPPING FORM	FOUNDATE

7 DAYS 14 DAYS

5.2. FORMS AND THER SUPPORTS SHALL BE DESIGNED SO AS NOT TO IS STRUCTURE.

5.0. FORMWORKS

## 3.0 REINFORCING BARS

ARAS SHALL BECLEAN OF RUD. CREASE OR OTHER MAJERBAS LICELY TO IMPAIR BOND. ALL REPROCINCE DAR BEINES SHALL BE MADE COLD. REPROCINCE AND SHEED SHALL BE MADE COLD. SHAFONS SHEED OF DIFFERENT GRADES SHALL BE CLEARY MARKED TO DIFFERENTARE HEAM ON SHE.

7.0 CONCRETE COLUMNS

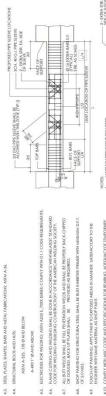
ARM TO ASTM A-185, WELDED WIRE FABRIC II MINIMUM OR ONE FULL MESH, WHICHEVER

AVICHOR BOLTS, DOWELS AND C BEFORE CONCRETE IS POURED.

### 8.0 BEAMS & GIRDERS

9.5. PROVIDE SUPPLE SHOWN BELOW.

8.1. CAMBIR ALL BEAST AND GRIDGES THE STATE OF THE SET PANICHS BY CED AT 900 MM C.C. AND NHO CARE SALL BE LESS BAN I TWO [2] SEPARATORS. 4.1. ALI STRUCTURAL MILL SECTIONS BUILT UP PLATE SECTIONS SHALL BE DESIGNED BY ACCORDANCE. WITH ARCS LAKEST SPECEFOLNON-FOR THE DESIGN. FARRECAND HAND ERECTION OF SIRVCTURAL STEEL FOR BUILDINGS.



GRAVEL RILL



SEEK STRUCTURAL ENGINEER'S APPROVAL FOR PIPE SLEEVES BIGGREER'S APPROVAL FOR PIPE SLEEVES BIGGREER THAN THE MAXIMUM STPULATED.



2-16mm/Ø AT EACH CORNER

HOCK SLAB REINE. OVER TRIMMER BAR

### PIPE SLEEVE THRU BEAM DETAIL 9.0 CONCRETE SLAB

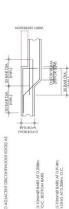
4. NO PIPE SLEEVE SHALL BE ALLOWED AT TWICE THE BEAM DEPTH (2d) FROM THE SUPPORT.

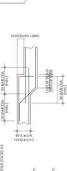
- 9.3. TEMPERATIXE BARS FOR STAB SHALL BE GENERALLY PLACED HEAR THE TENSION FACE AND SHAL NOT BE LESS THAN 0.0025 BT.

PROVIDE EXTRA RENFORCEMBIT AT CORNER SLAB (TWI SHOWN BELOW.

6.0 FOUNDATION

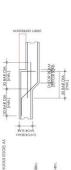
FOUNDATION SHALL REST ON NATURAL SOLL I PART OF THE FOUNDATION SHALL REST ON FILL





SUSPENDED SLAB

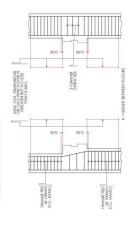
SLAB ON GRADE





SLAB - ON - FILL

S:	<ol> <li>ACI SECTION 12.4 STATES THAT DEVELOP- MENT LENGTH OF INDIVIDUAL BARS W/IN A</li> </ol>	BUNDLE, IN TENSION OR COMPRESSION, SHALL BE THAT FOR THE INDIVIDUAL BAR.	INCREASED 20% FOR THREE BAR BUNDLE. AND 33% FOR FOUR-RAR RUNDLE	2. FOR COLUMNS, AT ANY LEVEL NO MORE	IHAN ALTERNATE BARS SHOULD BE SPLICED. NOT MORE THAN 33 % OF THE BARS SHALL.	BE SPLICED W/IN THE REQUIRED LAP LENGTH, MINIMUM DISTANCE BETWEEN TWO	ADJACENT BAR SPLICES SHALL BE 600 MM.	MORE THAN 300 MM DEPTH OF CONCRETE	4. AS MUCH AS POSSIBLE. SPLICES SUBJECTED	TO TENSILE STRESSES ARE DISCOURAGE, THESE SHOULD BE A VOIDED OR PROVIDED	W/ STANDARD HOOKS.			
NOTES	_			2. F				6						
	MIN LAP SPLICE	NDWDUAL BARS	W/ SPIRAL	0.30	0.30	0.47	0.58	0.73	0.82	0.93	1.05			
	MINLU	INDIVID	W/TIES	0.30	0.30	0.52	0.65	0.80	0.90	1.03	1.20			
NGIH	FINIT	WEIGHT	(Kg/m)	0.617	0.889	1.580	2.469	3.858	4.840	6.327	8.000			
IABLE OF LAP SPLICE & ANCHORAGE LENGIH	ISI-	COMP. BAR	80 DEG 135 DEGTOP BARBOT BARTOP BARBOT BAR	0.30	0.30	0.62	0.78	1.00	1.09	1.24	1.40			
HORA		COM	TOP BAR	0.42	0.42	0.87	1.10	1.40	1.53	1.74	2.00			
× ANC		LAP SPI	LAP SPL	LAP SPL	TENSION BAR	BOT BAR	0.30	0.30	0.52	0.65	0.82	1.03	1.35	1.70
/IICE		TENSIO	TOP BAR	0.42	0.42	0.73	16'0	1.15	1.45	1.90	2.40			
LAPS	XOC		135 DEG	0.10	0.12	0.14	0.20	0.26						
LECT	DARD HO	STANDARD HOOK (m)		0.13	0.15	0.18	0.20	0.28	0.38	0.43	0.48			
IAB	STAN		90 DEG	0.15	0.20	0.25	0.30	0.40	0.48	95.0	0.61			
	STANDON THE	HENGIH	Ē	09'0	09.0	09'0	09.0	89.0	98.0	1.12	1.43			
	ave.	DIAMETER	(mm)	10	12	16	20	25	28	32	36			





other control decisions.	strepod or noticel, as held service are the visibilities and document of the anny marker the object for allo marker is encolled or not catalonal for any section to or make opport of and doc	Ī	the wider consort	makes of cald decreased
		Date		
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	PRC REG No.	MADA No.:	PTRMs	Office and

SHEET COM	STRUCTURAL SPEC	П	
FROSECI	CONTINUATION OF THIRD FLOOR STAFF HOUSE (PHASE II) FOR HALFWAY HOUSE	LOCATION	
countries deciments that alread	read or enable as instrument of the arribe intellected properly documents of the architect that the object for whole they are the the object or of it has be will for any person to object all	sake opper of said documents for in the repetition of and for other	acts or faulthys, whether outed partly or in whole, willout

RA 9266 SECTION 33

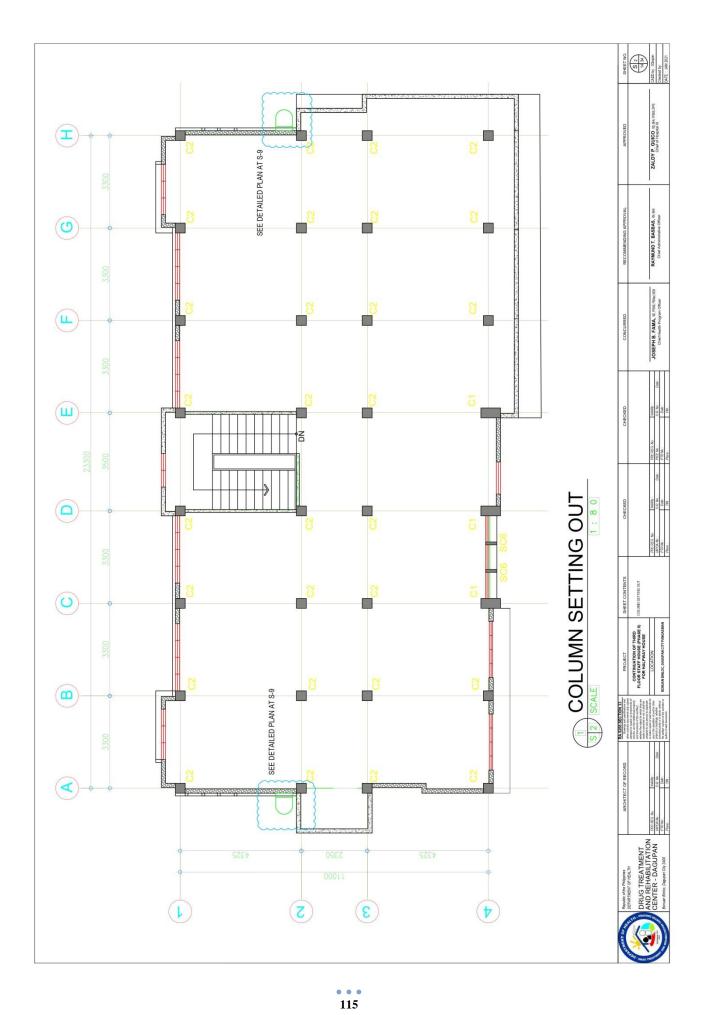
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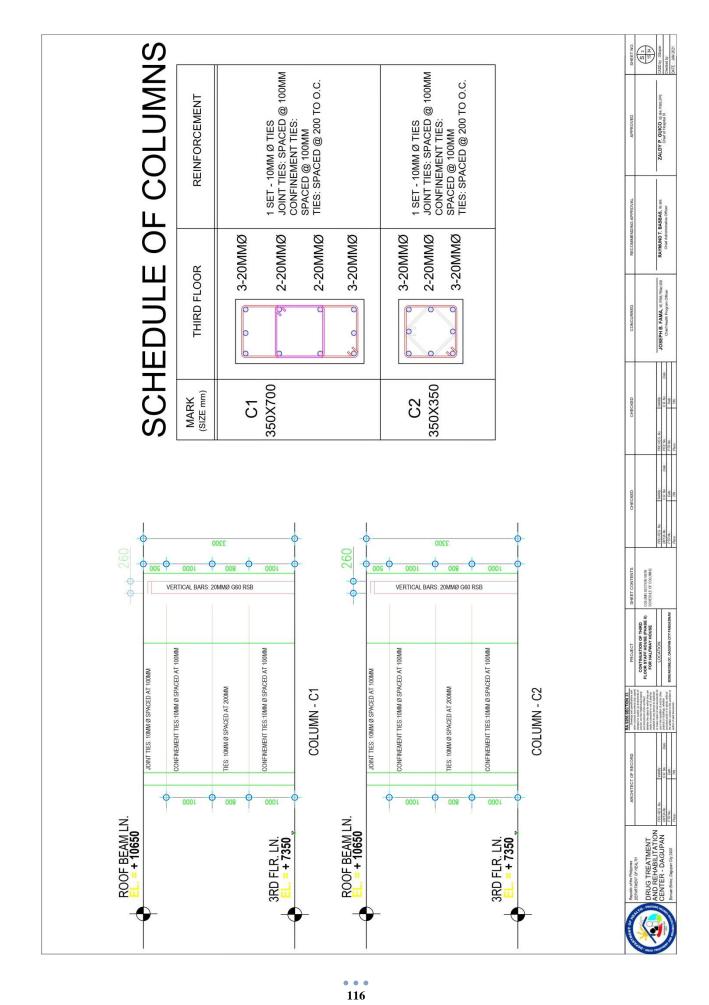
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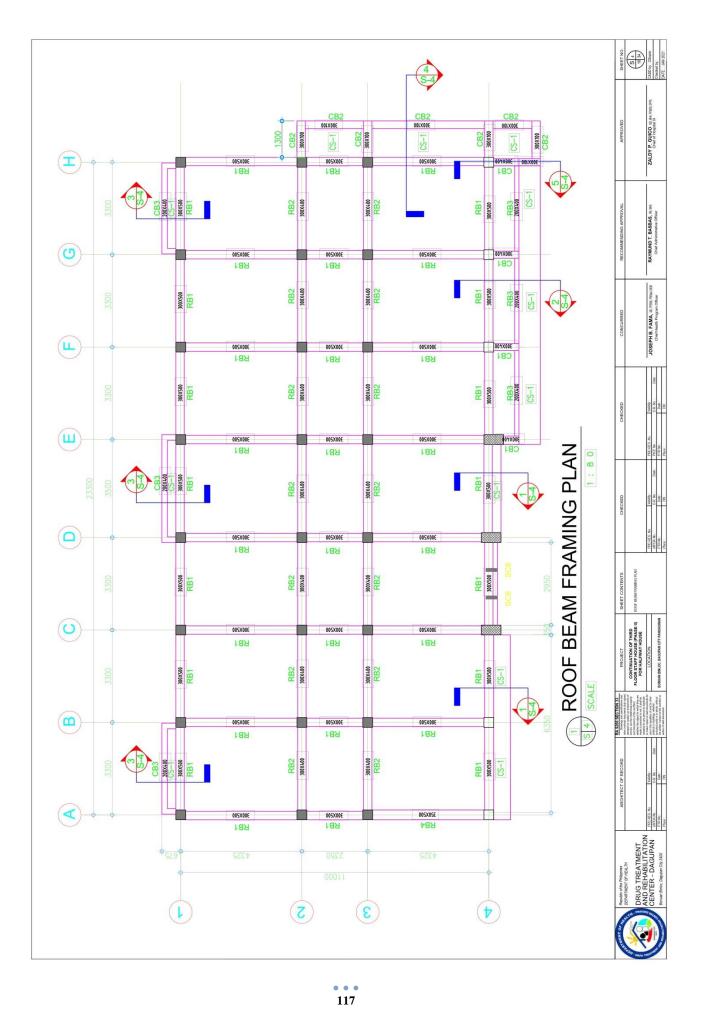
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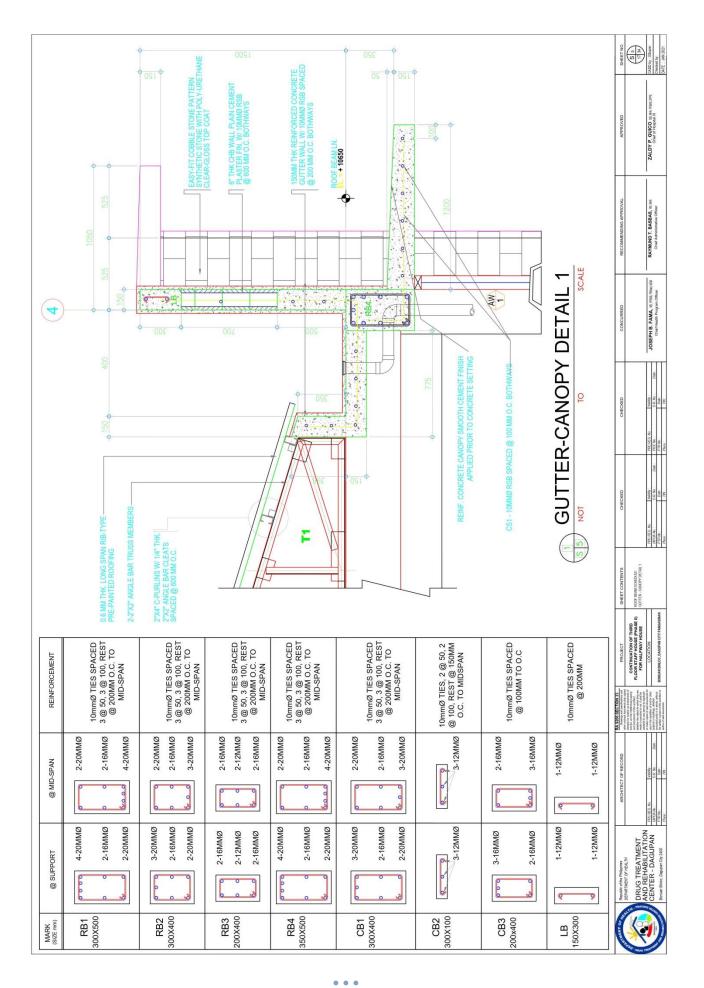
Chief Admin

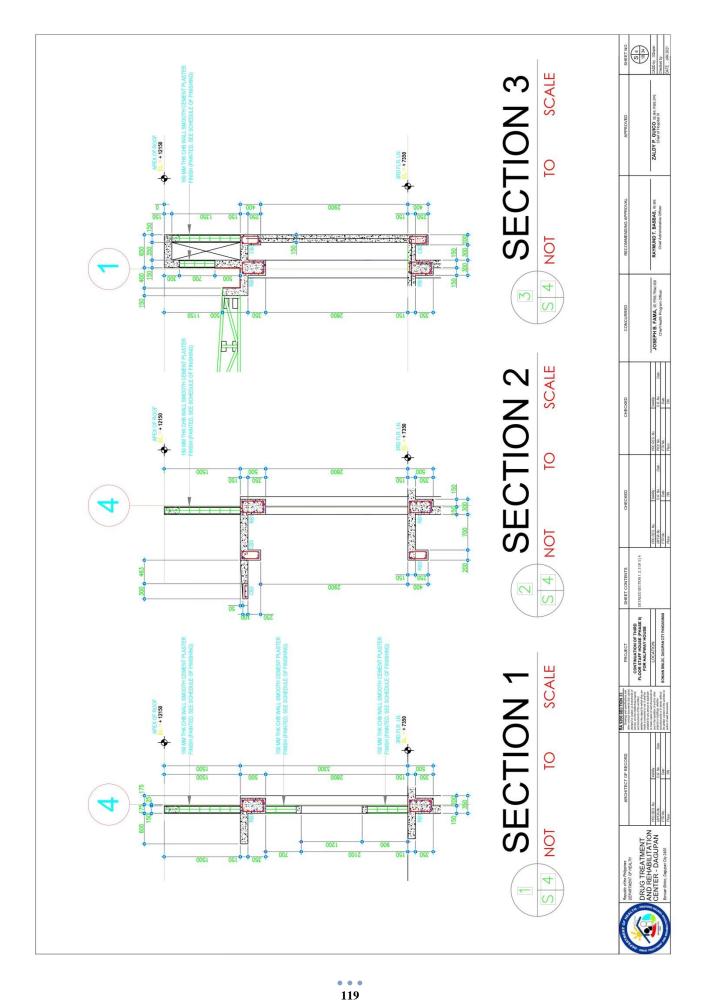


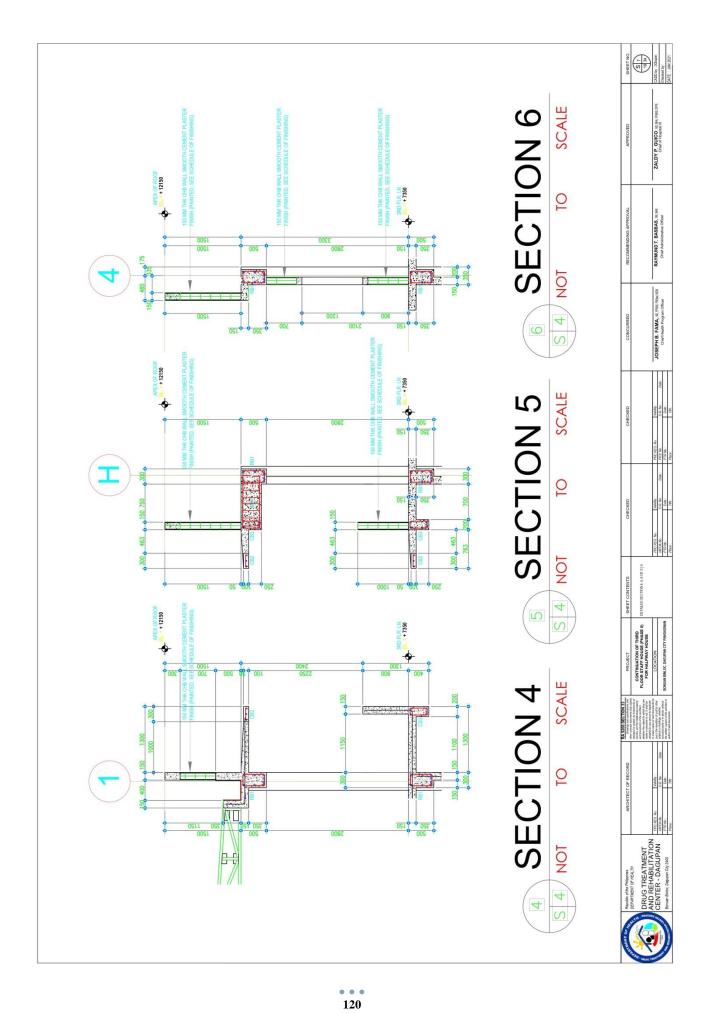


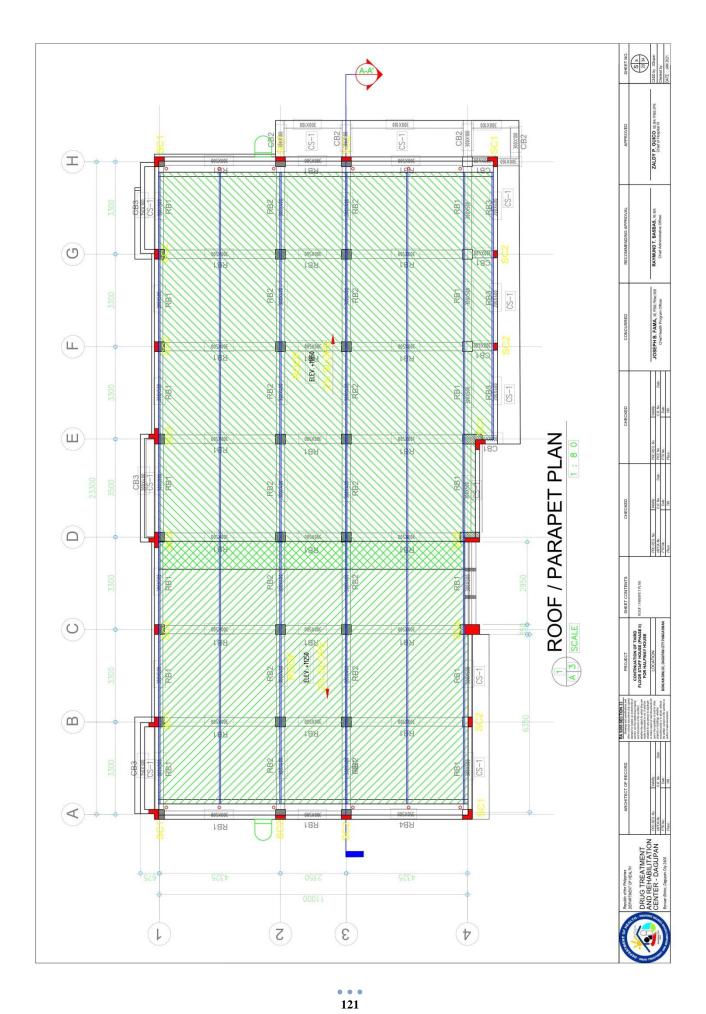


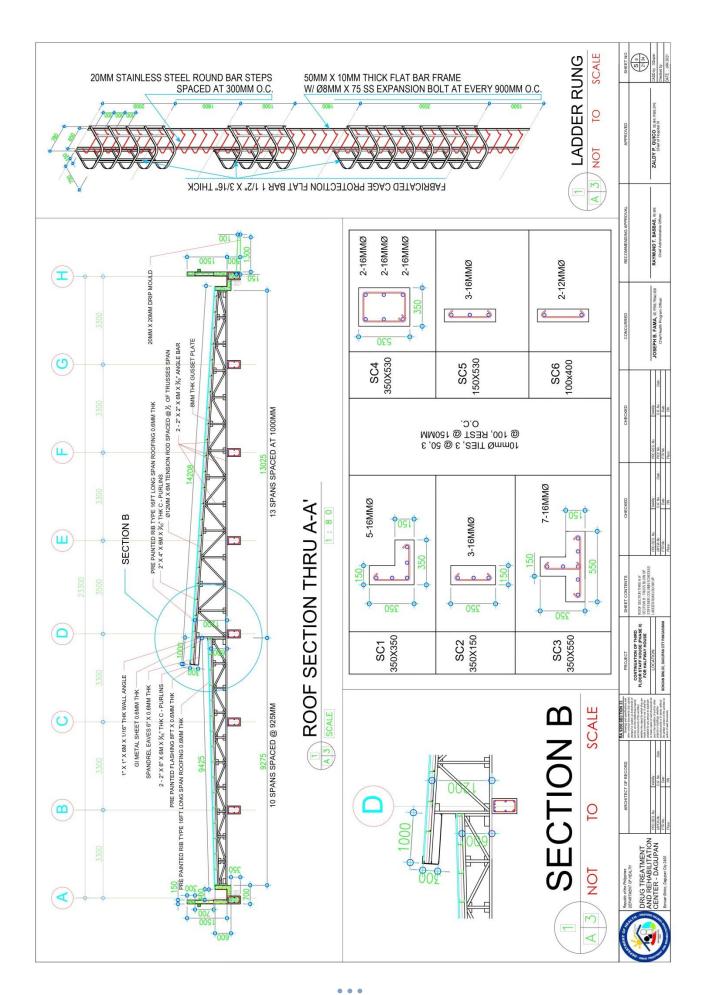


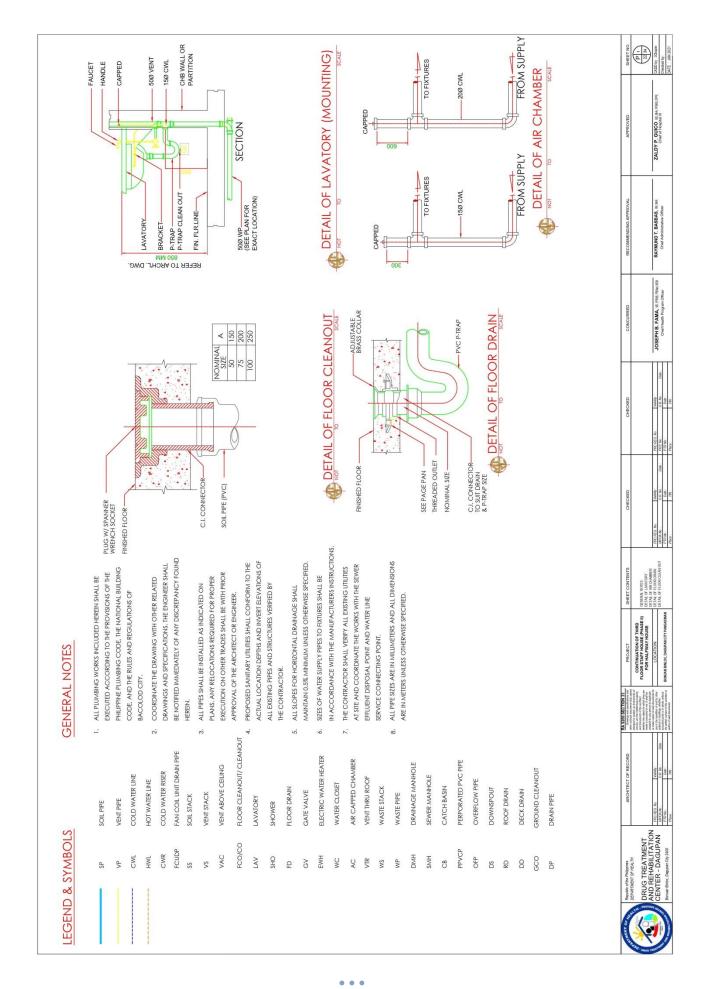




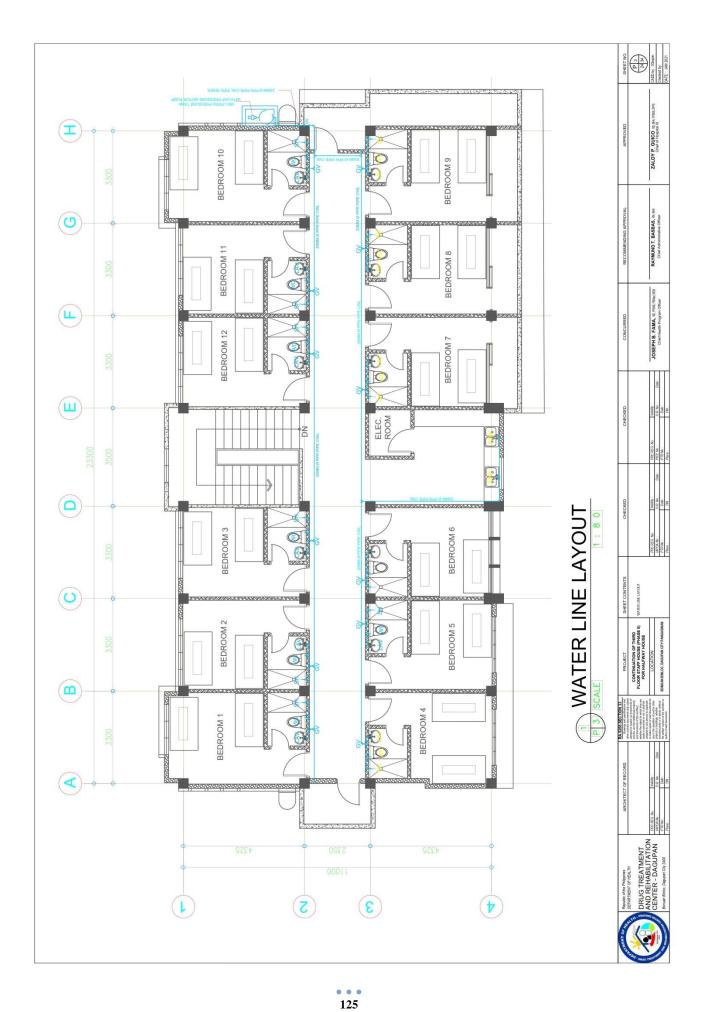


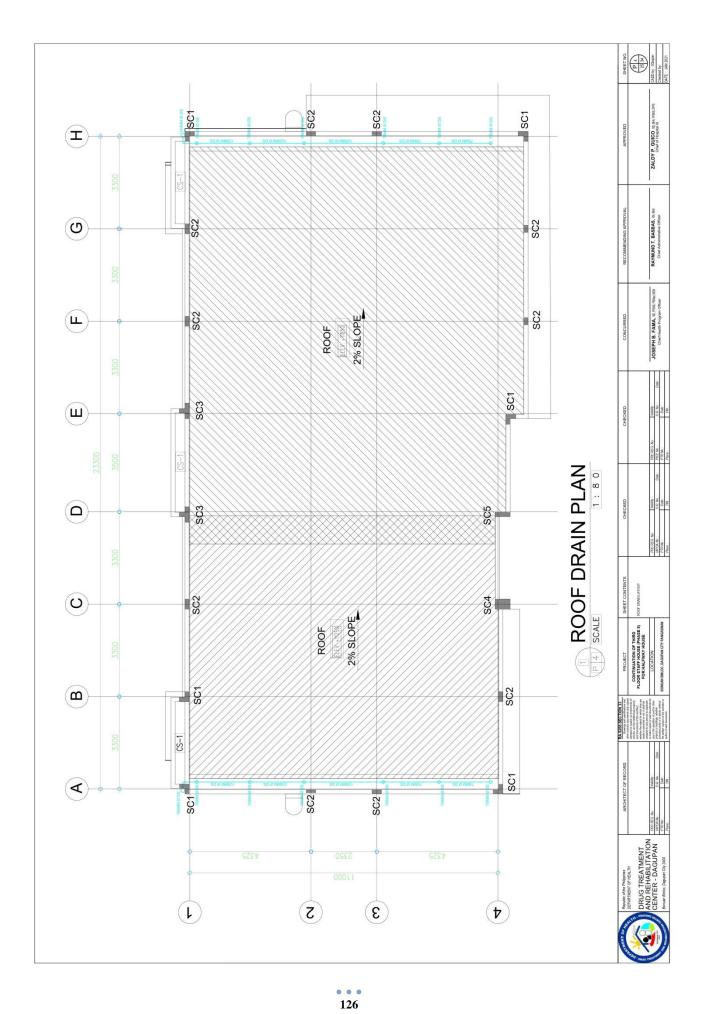


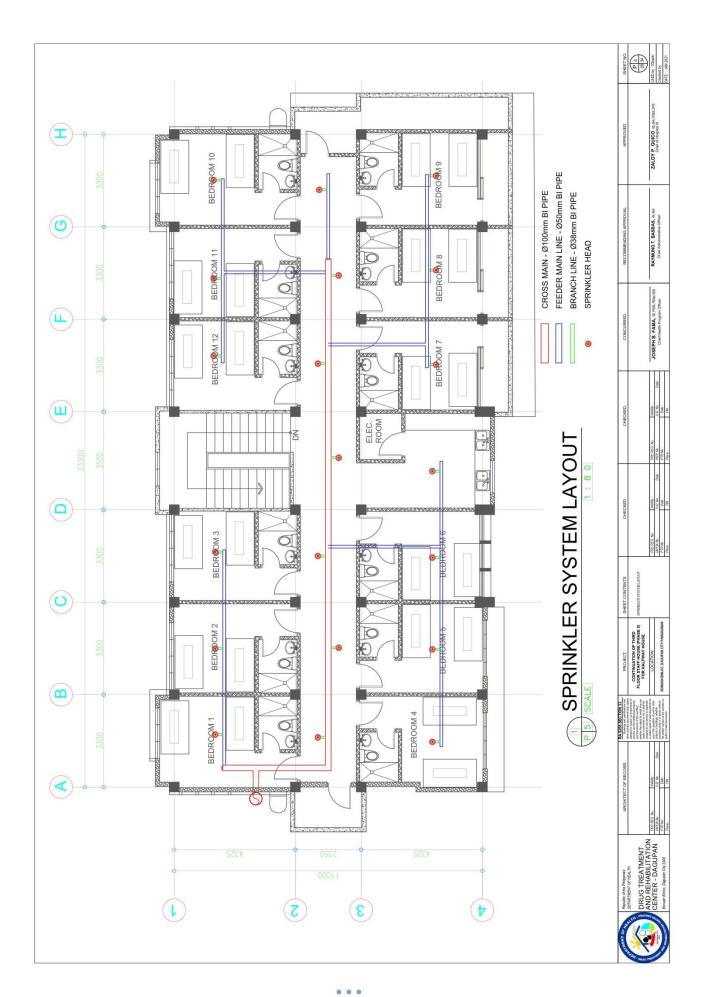


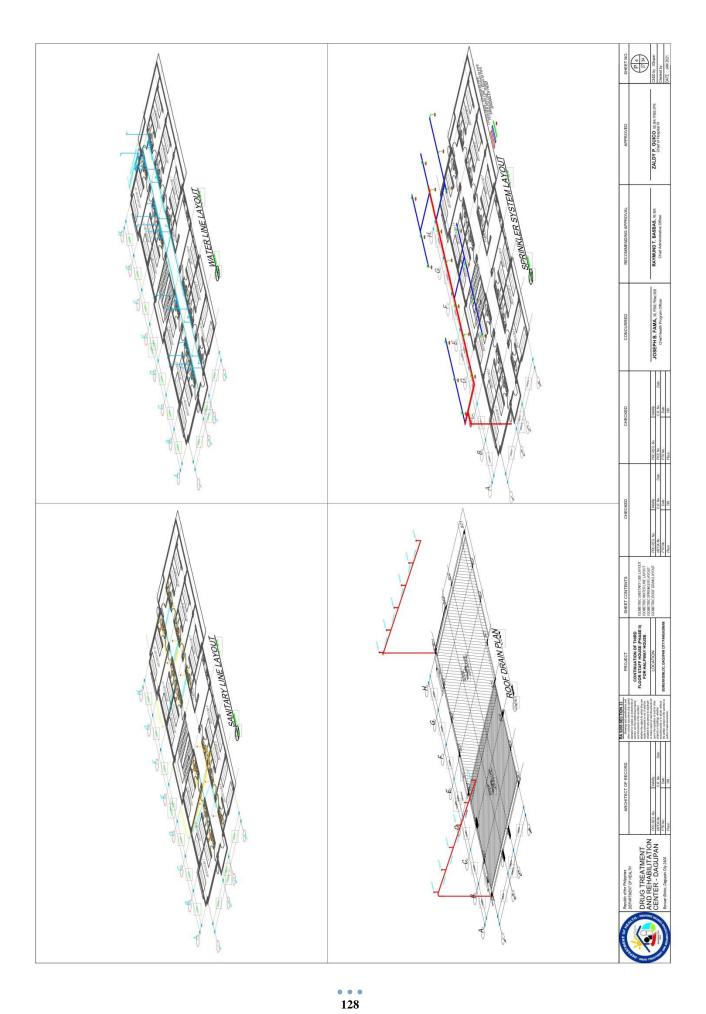


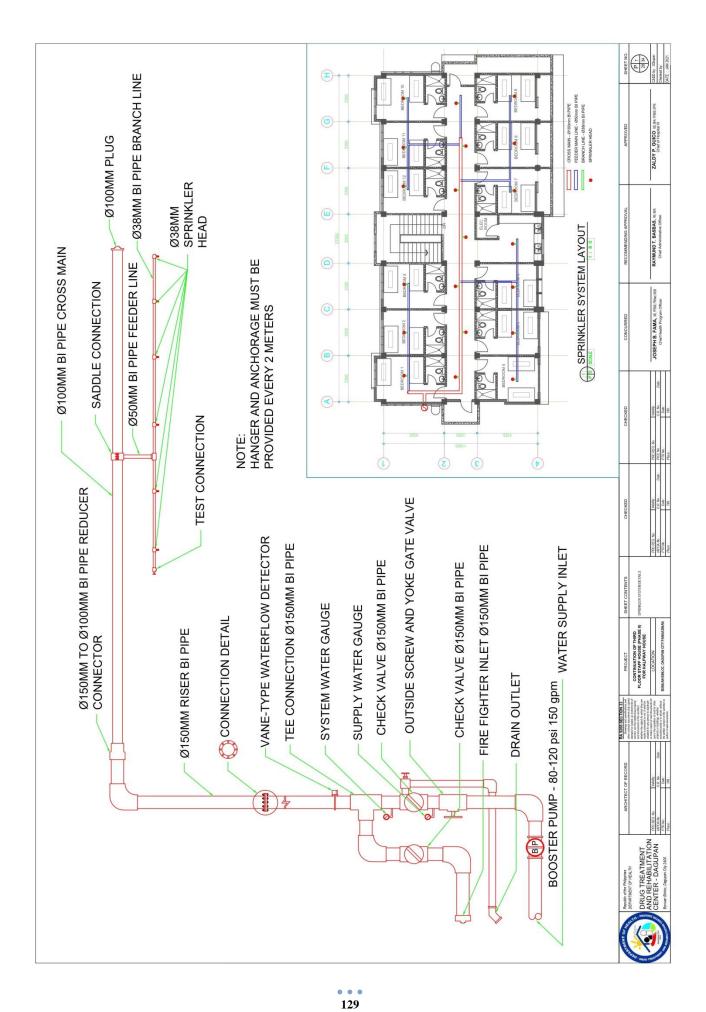


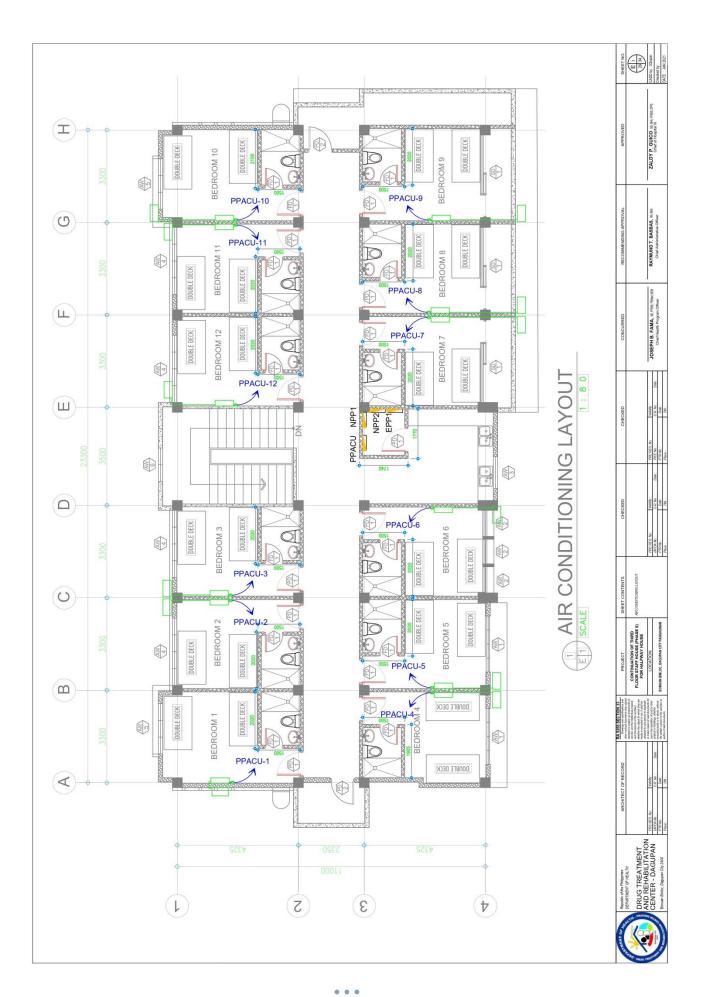


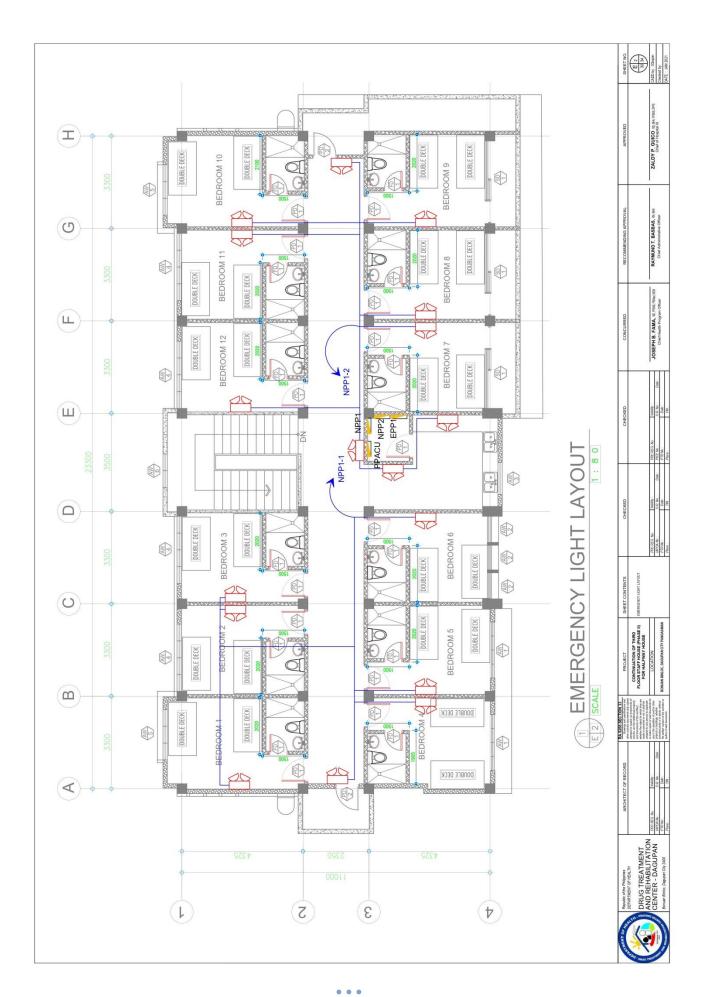


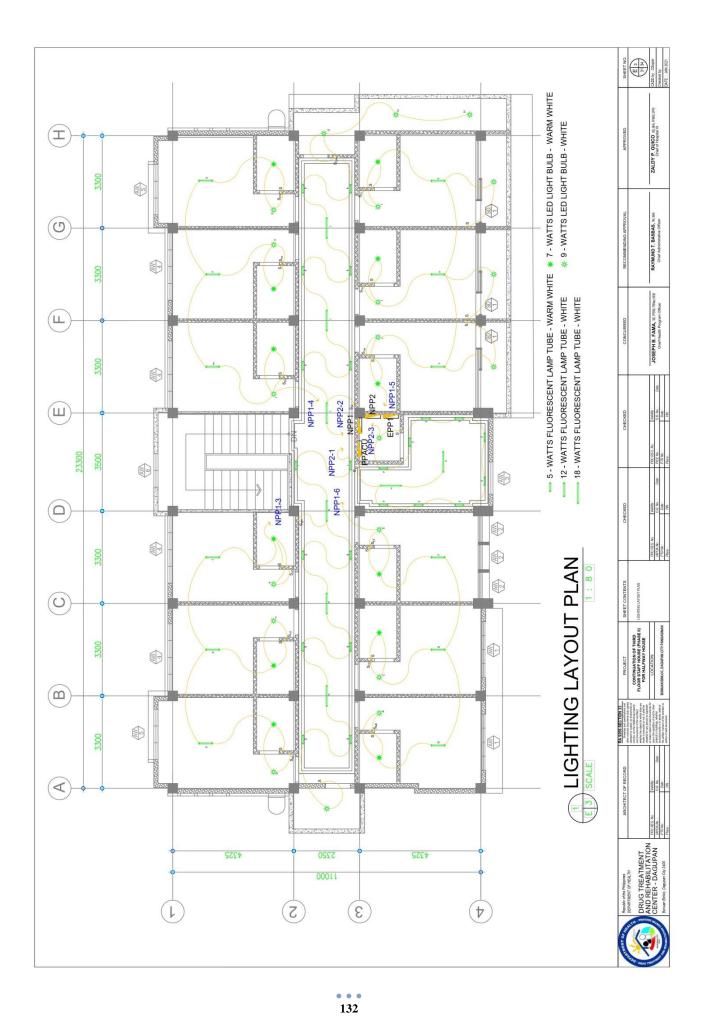


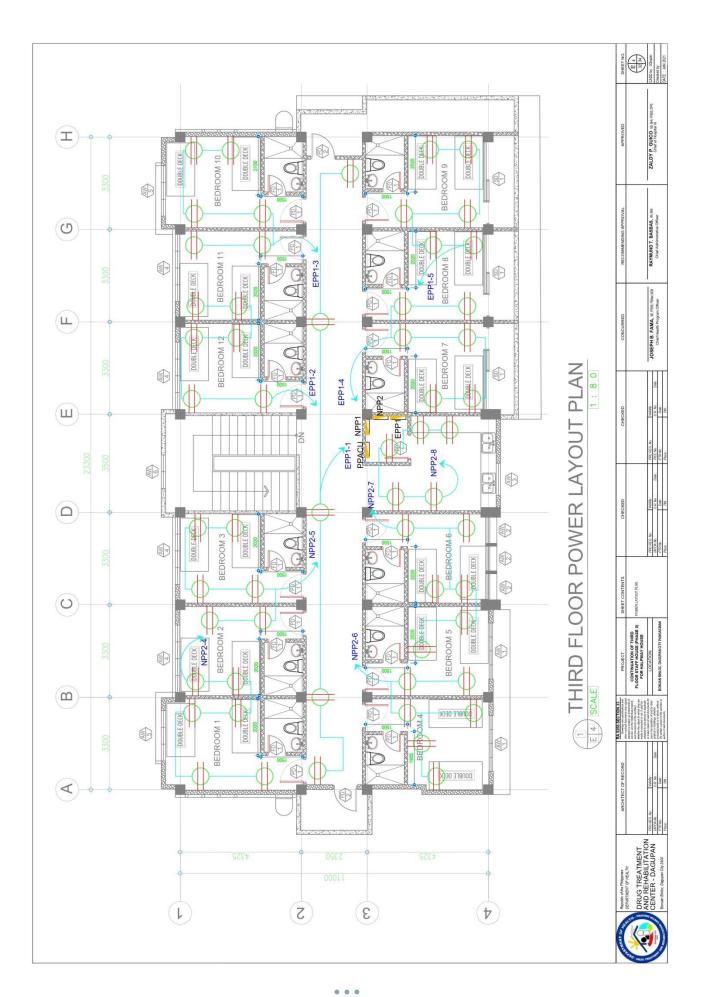


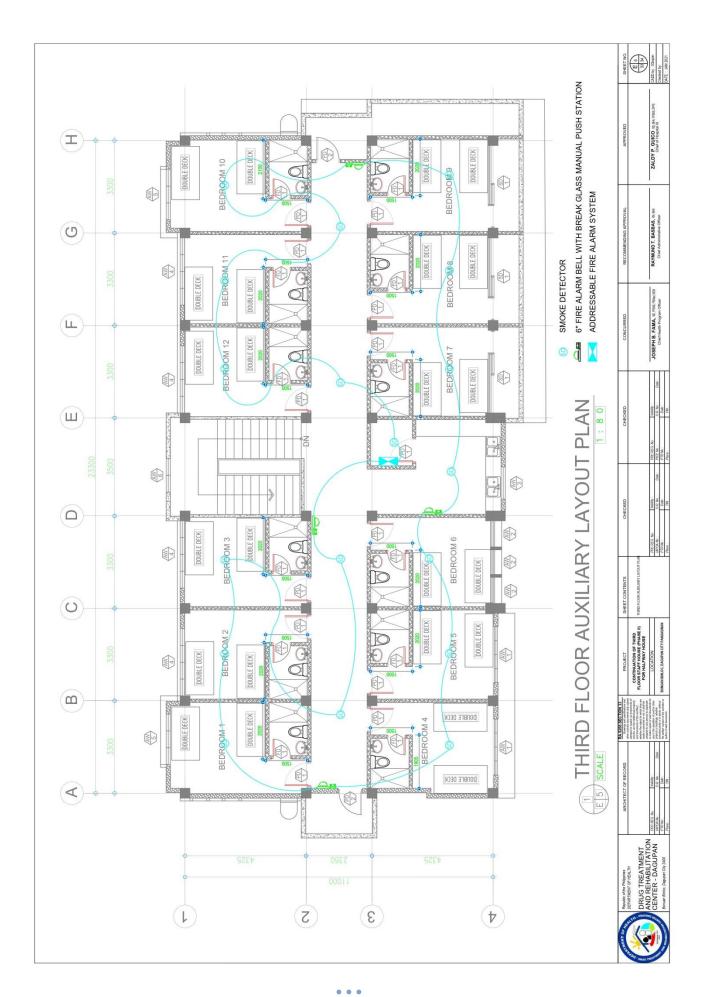












POWER PANEL ACU

## NORMAL POWER PANEL 1

BREAKER: 20 AMPS WIRE SIZE: AWG #12 (3.5mm2) CONDUIT SIZE: 25mmØ UPVC

BREAKER: 30 AMPS WIRE SIZE: AWG #10 (5.5mm2) CONDUIT SIZE: 25mmØ UPVC

PPACU-1 BREAKER: 30 AMPS WIRE SIZE: AWG #10 (5.5mm2) CONDUIT SIZE: 25mmØ UPVC

PPACU-2

# NORMAL POWER PANEL 2

# **EMERGENCY POWER PANEL 1**

BREAKER: 20 AMPS WIRE SIZE: AWG #12 (3.5mm2) CONDUIT SIZE: 25mmØ UPVC

BREAKER: 20 AMPS WIRE SIZE: AWG #12 (3.5mm2) CONDUIT SIZE: 25mmØ UPVC EPP1-2

BREAKER: 20 AMPS WIRE SIZE: AWG #12 (3.5mm2) CONDUIT SIZE: 25mmØ UPVC EPP1-4

EPP1-3

BREAKER: 20 AMPS WIRE SIZE: AWG #12 (3.5mm2) CONDUIT SIZE: 25mmØ UPVC

BREAKER: 20 AMPS WIRE SIZE: AWG #12 (3.5mm2) CONDUIT SIZE: 25mmØ UPVC

BREAKER: 20 AMPS WIRE SIZE: AWG #12 (3.5mm2) CONDUIT SIZE: 25mmØ UPVC

BREAKER: 30 AMPS WIRE SIZE: AWG #10 (5.5mm2) CONDUIT SIZE: 25mmØ UPVC

BREAKER: 30 AMPS WIRE SIZE: AWG #10 (5.5mm2) CONDUIT SIZE: 25mmØ UPVC

PPACU-4

PPACU-3

NPP1-2

NPP2-1

BREAKER: 20 AMPS WIRE SIZE: AWG #12 (3.5mm2) CONDUIT SIZE: 25mmØ UPVC

BREAKER: 20 AMPS WIRE SIZE: AWG #12 (3.5mm2) CONDUIT SIZE: 25mmØ UPVC

BREAKER: 20 AMPS WIRE SIZE: AWG #12 (3.5mm2) CONDUIT SIZE: 25mmØ UPVC

NPP1-3

PPACU-6 BREAKER: 30 AMPS WIRE SIZE: AWG #10 (5.5mm2) CONDUIT SIZE: 25mmØ UPVC

PPACU-5
BREAKER: 30 AMPS
WIRE SIZE: AWG #10 (5.5mm2)
CONDUIT SIZE: 25mm0 UPVC

NPP2-4

NPP2-3

BREAKER: 20 AMPS WIRE SIZE: AWG #12 (3.5mm2) CONDUIT SIZE: 25mmØ UPVC

BREAKER: 20 AMPS WIRE SIZE: AWG #12 (3.5mm2) CONDUIT SIZE: 25mmØ UPVC

BREAKER: 20 AMPS WIRE SIZE: AWG #12 (3.5mm2) CONDUIT SIZE: 25mmØ UPVC

BREAKER: 20 AMPS WIRE SIZE: AWG #12 (3.5mm2) CONDUIT SIZE: 25mmØ UPVC

NPP1-4

PPACU-8 BREAKER: 30 AMPS WIRE SIZE: AND #10 (5.5mm2) CONDUIT SIZE: 25mm@ UPVC

PPACU-7
BREAKER: 30 AMPS
WIRE SIZE: AWG #10 (5.5mm2)
CONDUIT SIZE: 25mmØ UPVC

NPP2-6

NPP2-5

BREAKER: 20 AMPS WIRE SIZE: AWG #12 (3.5mm2) CONDUIT SIZE: 25mmØ UPVC EPP1-5

SPARE

NPP2-8

BREAKER: 20 AMPS WIRE SIZE: AWG #12 (3.5mm2) CONDUIT SIZE: 25mmØ UPVC NPP2-7

BREAKER: 40 AMPS WIRE SIZE: AWG #10 (5.5mm2) CONDUIT SIZE: 25mmØ UPVC

BREAKER: 20 AMPS WIRE SIZE: AWG #12 (3.5mm2) CONDUIT SIZE: 25mmØ UPVC

PPACU-12 BREAKER: 30 AMPS WIRE SIZE: AWG #10 (5.5mm2) CONDUIT SIZE: 25mm0 UPVC

PPACU-11
BREAKER: 30 AMPS
WIRE SIZE: AWG #10 (5.5mm2)
CONDUIT SIZE: 25mmØ UPVC

NPP1-6

BREAKER: 20 AMPS WIRE SIZE: AWG #12 (3.5mm2) CONDUIT SIZE: 25mmØ UPVC

NPP1-5

PPACU-10 BREAKER: 30 AMPS WIRE SIZE: AMG #10 (5.5mm2) CONDUIT SIZE: 25mmØ UPVC

BREAKER: 30 AMPS WIRE SIZE: AWG #10 (5.5mm2) CONDUIT SIZE: 25mmØ UPVC

PPACU-9

		10.11.11.10.11.10.11.10.11		
CKT. NO.	DESCRIPTION	BREAKER LOAD	WIRE SIZE	CONDUIT SIZE
NPP1-1	EMERGENCY LIGHT	20 AMPERE	AWG #12 (3.5mm2)	25mmØ UPVC
NPP1-2	EMERGENCY LIGHT	20 AMPERE	AWG #12 (3.5mm2)	25mmØ UPVC
NPP1-3	LIGHTING OUTLETS	20 AMPERE	AWG #12 (3.5mm2)	25mmØ UPVC
NPP1-4	LIGHTING OUTLETS	20 AMPERE	AWG #12 (3.5mm2)	25mmØ UPVC
NPP1-5	LIGHTING OUTLETS	20 AMPERE	AWG #12 (3.5mm2)	25mmØ UPVC
NPP1-6	LIGHTING OUTLETS	20 AMPERE	AWG #12 (3.5mm2)	25mmØ UPVC

25mmØ UPVC 25mmØ UPVC 25mmØ UPVC 25mmØ UPVC 25mmØ UPVC 25mmØ UPVC

AWG #10 (5.5mm2)

30 AMPERE 30 AMPERE

PPACU-3 SPUIT-TYPE 1HP AIRCON
PPACU-3 SPUIT-TYPE 1HP AIRCON
SPACU-4 SPUIT-TYPE 1HP AIRCON

SPLIT-TYPE 1HP AIRCON

PPACU-5

PPACU-6 SPLIT-TYPE 1HP AIRCON PPACU-7 SPLIT-TYPE 1HP AIRCON

AWG #10 (5.5mm2) AWG #10 (5.5mm2)

AWG #10 (5.5mm2) AWG #10 (5.5mm2)

POWER PANEL ACU (PPACU)

AWG #10 (5.5mm2)

AWG #10 (5.5mm2)

AWG #10 (5.5mm2)

_	_	_	_		_	_	_
	CONDUIT SIZE	25mmØ UPVC	25mmØ UPVC				
PANEL Z	WIRE SIZE	AWG #12 (3.5mm2)					
EMERGENCY POWER PANEL 2	BREAKER LOAD	20 AMPERE					
EMERG	DESCRIPTION	CONVENIENCE OUTLET					
	CKT. NO.	EPP1-1	EPP1-2	EPP1-3	EPP1-4	EPP1-5	SPARE

AWG #10 (5.5mm2) AWG #10 (5.5mm2) AWG #10 (5.5mm2)

PPACU9 SPLIT-TYPE 1HP AIRCON
PPACU-10 SPLIT-TYPE 1HP AIRCON
PPACU-11 SPLIT-TYPE 1HP AIRCON
PPACU-12 SPLIT-TYPE 1HP AIRCON

PPACU-8 SPLIT-TYPE 1HP AIRCON

AWG #10 (5.5mm2) 25mmØ UPVC AWG #12 (3.5mm2) 25mmØ UPVC

40 AMPERE

NPP2-8 SPECIAL PURPOSE OUTLET CONVENIENCE OUTLET CONVENIENCE OUTLET

AWG #12 (3.5mm2) AWG #12 (3.5mm2)

20 AMPERE

20 AMPERE
20 AMPERE
20 AMPERE
20 AMPERE
20 AMPERE
20 AMPERE

NPP2-3 NPP2-4 NPP2-4 NPP2-6 NPP2-6

WIRE SIZE

NORMAL POWER PANEL 2

E 6

LOAD SCHEDULE

DRUG TREATMENT AND REHABILITATION CENTER - DAGUPAN

FA 3768 SECTION 33

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CONTINUATION OF THIRD FLOOR STAFF HOUSE (PHASE II) FOR HALFWAY HOUSE BONUAN BINLOC, DAGUPAN CITY PANDASINAN

CHECKED

JOSEPH B. FAMA, III, FISIS, FISING NON Chief Health Program Officer CHECKED

CADD by : Disquest Checked by:
DATE : JAN 2021

ZALDY P. GUICO 10.NF. PSUS.DP Chief of Hospital III

RAYMUND T. BASBAS, RUBAN Chief Administrative Officer





### **DETAILED ESTIMATES**

(Bill of Quantities)

Project Name: Continuation of Third Floor Staff House (Phase II) for Halfway House

Location: Bonuan Binloc, Dagupan City Pangasinan

Project Reference No.: 032-2021

				UNIT	COST	TOTAL	L COST	TOTAL
ІТЕМ	ITEM DESCRIPTION	UNIT	QTY	Material	Labor	Material (A)	Labor (B)	(A + B)
1	GENERAL REQUIREMENT	ΓS						
	Permits	lot	1	EN				
	Temporary Facilities (Including Site Fence)	lot	1			4		
	Temporary Utilities	lot	1					
	Security and Safety	lot	1					
	Sub-total							
		\				VE T		
2	OVERHEAD STREET PRO	TECTIO	N					
	2" x 6m GI pipe	pcs	20					4
	Swivel Clamp	pcs	30		(			1
	Steel Matting 50mmx50mmx 1/4"	pcs	25		1			5
	Sub-total							
	71							
3	CONCRETE WORKS							
	Portland Cement, 40kg	bags	660					7
	Washed Sand	cu.m	28	AGUP	AN CIT	Y	0	
	3/4" Ø Crushed Gravel	cu.m	56	20	11			
	Sub-total							
		47				OTTO		
4	FORMWORKS							
	Ordinary Plywood	pc	57					
	Good Lumber	bd.ft	1180					
	CWN (Assorted)	kg	35					
	Sub-total	-						

				UNIT	COST	TOTA	L COST	TOTAL
ТЕМ	ITEM DESCRIPTION	UNIT	QTY	Material	Labor	Material (A)	Labor (B)	$(\mathbf{A} + \mathbf{B})$
5	REBARWORKS							
	20mm Ø RSB G40, 7.5m	pc	275					
	16mm Ø RSB G40, 7.5m	pc	136					
	12mm Ø RSB G33, 7.5m	pc	31					
	10mm Ø RSB G33, 7.5m	pc	823					
	#16 GI Tie Wire	kg	215					
	Sub-total							
			AIL					
6	ROOFING WORKS							
	Pre-painted Rib type Roofing 0.6mm thk, 16 ft	pcs	58				7.	
	PE insulation foam double sided 1x50mmx10mm thk	pcs	6	/		\n\-		
	Texscrew 5/16" x 2" length	pcs	2,740	20				
	pre painted flashing 0.6mm thk 8ft	pcs	10					
	1" x 1" 6m x 1/16" thk Wall angle	pcs	2					4
	Pre painted Spandrel 6" width by 1m length, 0.6mm thk	pcs	76					5
	Pre painted Metal Sheet 4ftx8ftx 0.6m thk	pcs	2					76
	blind rivets, 1000 pcs pe box	box	2				7	9
	2" x 2" x 3/16" x 6m Angle Bar	pcs	192					3
	welding rod	kg	87					
	steel plate 4ft x 8ft x 8mm thk for gusset plate	pcs	3	AGUP 20	AN CII	Υ		
	2" x 4" x 6m x 1/8" thk C- Purlins	pcs	80				3	
	12mm x 6m round bar tension rod	pcs	20			MIN		
	12mm turn buckle	pcs	15					
	Cementitious waterproofing	gal	6					
	Primer	gal	1					
	Masonry Putty	gal	1					
	Top Coat	gal	4					

				UNIT	COST	TOTAL	L COST	TOTAL
ITEM	ITEM DESCRIPTION	UNIT	QTY	Material	Labor	Material (A)	Labor (B)	$(\mathbf{A} + \mathbf{B})$
	Thinning Solvent for putty	liter	1					
	Thinning Solvent for Primer and Top Coat	gal	1					
	Epoxy Primer Paint	gal	12					
	20mm SS Round Bar	pcs	7					
	1 1/2" x 3/16" Flat Bar	pcs	13					
	2" x 3/8" Flat bar Frame	pcs	5					
	8mmØ x 75mm Expansion Bolt stainless steel	pcs	28	EN'	ΓΟ			
	Sub-total							
7	MASONRY WORKS							
	150mm CHB Wall Non-Load Bearing	pcs	551					
	100mm CHB Wall Non-Load Bearing	pcs	1,664	20				
	Cement, 40kg	bags	313					
	Washed Sand	cu.m	12					6
	10mm Ø RSB G33, 7.5m	pcs	120					
	#16 Galvanized Iron Wire	kg	9					5
	Sub-total							
	-							N. C.
8	TILE WORKS							
	600mm x 600mm Glazed Tiles	pcs	197				1 2	
	300mm x 300mm Unglazed Tiles	pcs	356	ACHD	AN OIT	N/		
	200mm x 300mm Glazed Tiles	pcs	2,442	20	11	•		
	300mm x 300mm Glazed Tiles	pcs	1,635					V.
	Portland Cement, 40kg	bags	203			_1(0)		
	Washed Sand	cu.m	19	HIA	all II	AL.		
	Tile Adhesive (25kg)	bags	57					
	Tile Grout	bags	50					
	Tile Trim, 3m	pcs	10					
	Sub-total							
		Signatu	re above P	rinted Name of B	idder's Authoriz	zed Representative		

				UNIT COST		TOTAL COST		TOTAL	
ІТЕМ	ITEM DESCRIPTION	UNIT	QTY	Material	Labor	Material (A)	Labor (B)	$(\mathbf{A} + \mathbf{B})$	
9	DOORS AND WINDOWS								
	700mm X 2100mm Flush Wooden Door with Complete Accessories	sets	12						
	800mm x 2100mm Panel Door with Complete Accessories	sets	13						
	900mm x 2500mm Core- Filled Metal Door with Complete Accessories	sets	2	= NI "					
	2400mm x 1600mm Analok Framing with 8mm Tempered Green Glass	sq.m	15.36			14			
	1800mm x 1600mm Analok Framing with 8mm Tempered Green Glass	sq.m	5.76				V.		
	2000mm x 1800mm Analok Framing with 8mm Tempered Green Glass	sq.m	7.20		25	\w\			
	800mm x 1800mm Analok Framing with 8mm Tempered Green Glass	sq.m	1.44					9	
	2950mm x 2500mm Powder Coated Aluminum Framing Sliding Door with Sliding Window with 12mm Tempered Green Glass	sq.m	21.75					SUPA	
	(933mm/883mm/933mm) x 1650mm Analok Framing with 8mm Tempered Green Glass	sq.m	4.54	$\mathcal{F}$				DAC	
	*Accessories Includes Door Knob, Door Closer, Hinges, Door Jambs							J.,	
	Sub-total								
				20	11				
10	CEILING WORKS								
	4.5mm Fiber Cement Board	pcs	91	HA	211_17				
	Metal Furring	pcs	306						
	Carrying Channels	pcs	97						
	Hanger Bars/Rod	pcs	270						
	Channel Clip	pcs	1,619						

				UNIT COST		TOTAL COST		TOTAL
ТЕМ	ITEM DESCRIPTION	UNIT	QTY	Material	Labor	Material (A)	Labor (B)	$(\mathbf{A} + \mathbf{B})$
	Wall Angle	pcs	65					
	Rivets	pcs	3,778					
	1"Metal Screw	pcs	1,080					
	Shadowline Bead, 50mm x 25mm x 3m	pcs	92					
	Sub-total							
11	PAINTING WORKS							
	Concrete Neutralizer	ltr	35			4.4		
	Concrete Sealer/Primer	gal	70					
	Masonry Putty	gal	18					
	Semi Gloss Latex (two coats)	gal	139	H				
	Glazing Putty	gal	2	7 /		Ve		
	Flat Wall Enamel	gal	2					
	Quick Dry Enamel	gal	2					
	Paint Thinner	ltr	10.00					
	Sub-total							
	9							5
12	ELECTRICAL WORKS							
	Split-type 1HP Aircon 220 volts	units	12					
	Emergency Lamp LED Rechargable	units	17					5
	1-gang Convenience Outlet	pcs	17			15.7	/ 6	
	5-watts Fluorescent Lamp Tube - Warm White	pcs	23	AGUP 20	11	T		
	12-watts Fluorescent Lamp Tube - White	pcs	12				1	
	18-watts Fluorescent Lamp Tube - White	pcs	8	FLA	2111	ATIO		
	7-watts LED Light Bulb - Warm White	pcs	12					
	9-watts LED Light Bulb - White	pcs	20					
	1-gang switch	pcs	17					
	2-gang switch	pcs	14					

switch Universal dence Outlet Universal dence Outlet Universal dence Outlet 3-prong Detector rm Bell with Push able Fire Alarm Panel Panel Programming 12 (3.5mm2), oll 10 (5.5mm2), oll rm Cable AWG#18, oll Breaker Box - 12	pcs pcs pcs pcs units unit lot rolls rolls pcs	1 53 5 18 4 1 7 2 1	Material	Labor	Material (A)	Labor (B)	TOTAL (A + B)
Universal Jence Outlet Universal Jence Outlet 3-prong Detector  Image: Bell with Push  Able Fire Alarm Panel Panel Programming 12 (3.5mm2),  July 10 (5.5mm2),  July 11 (5.5mm2),  July 11 (5.5mm2),  July 12 (5.5mm2),  July 12 (5.5mm2),  July 12 (5.5mm2),  July 12 (5.5mm2),  July 13 (5.5mm2),  July 14 (5.5mm2),  July 15 (5.5mm2),  July 16 (5.5mm2),  July 17 (5.5mm2),  July 18 (5.5mm2),  July	pcs pcs pcs units unit lot rolls rolls	53 5 18 4 1 7					
Detector Trm Bell with Push Table Fire Alarm Panel Panel Programming 12 (3.5mm2), The Cable AWG#18, Th	pcs pcs units unit lot rolls rolls	5 18 4 1 7					
Detector  The Bell with Push  able Fire Alarm  Panel  Panel Programming  12 (3.5mm2),  bill  10 (5.5mm2),  bill  The Cable AWG#18,  bill  Breaker Box - 12	pcs units unit lot rolls rolls	18 4 1 1 7	EN'				
rm Bell with Push able Fire Alarm Panel Panel Programming 12 (3.5mm2), bill 10 (5.5mm2), bill rm Cable AWG#18, bill Breaker Box - 12	units unit lot rolls rolls	4 1 7 2	=M'				
able Fire Alarm Panel Panel Programming 12 (3.5mm2), bil 10 (5.5mm2), bil rm Cable AWG#18, bil Breaker Box - 12	unit lot rolls rolls rolls	1 1 7 2	EN'				
Panel Panel Programming 12 (3.5mm2), bll 10 (5.5mm2), bll rm Cable AWG#18, bll Breaker Box - 12	lot rolls rolls rolls	7 2	EN'				
12 (3.5mm2), bll 10 (5.5mm2), bll rm Cable AWG#18, bll Breaker Box - 12	rolls rolls	7					
oll 10 (5.5mm2), oll rm Cable AWG#18, oll Breaker Box - 12	rolls	2					
oll rm Cable AWG#18, oll Breaker Box - 12	rolls						X-
oll Breaker Box - 12		1					
	pcs						
Breaker Box - 6		1	10				
	pcs	2					=
Breaker Box - 8	pcs	1					A
Corrugated Flexible	m	1,396					5
Flexible Hose with Locknut	pcs	150					<u>U</u>
Junction box, PVC	pcs	50					
al Tape, Big	pcs	40					
surface circuit 2 pole, bolt on	pcs	12					7
circuit breaker, 2 lt on	pcs	12	AGUP	AN CIT	Y		
Circuit Breaker, 2 lt on	pcs	18				10	
Circuit Breaker, 2 lt on	pcs	1			·ATIO		
al							
1	surface circuit 2 pole, bolt on circuit breaker, 2 t on Circuit Breaker, 2 t on Circuit Breaker, 2 t on	pcs 2 pole, bolt on circuit breaker, 2 t on	surface circuit 2 pole, bolt on circuit breaker, 2 t on Circuit Breaker, 2 t on Circuit Breaker, 2 t on circuit Breaker, 2 pcs 18 Circuit Breaker, 2 t on Circuit Breaker, 2 t on	surface circuit 2 pole, bolt on circuit breaker, 2 t on	surface circuit 2 pole, bolt on circuit breaker, 2 t on	surface circuit 2 pole, bolt on  circuit breaker, 2 t on  pcs  12  pcs  18  Circuit Breaker, 2 t on  pcs  18	surface circuit 2 pole, bolt on  circuit breaker, 2 t on

ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT COST		TOTAL COST		TOTAL
				Material	Labor	Material (A)	Labor (B)	$(\mathbf{A} + \mathbf{B})$
13	PLUMBING WORKS							
	Cabinet Mounted Engineered Stoned Countertop Lavatory with Faucet	units	12					
	Water Closet with Complete Accessories	units	12					
	Shower Head	pc	12					
	Wall Mounted Faucet	pc	12					
	Lavatory Faucet (Kitchen)	pc	2	EN				
	500 Li Pressure Tank	unit	1			- 64		
	2HP Pressure Motor Pump	unit	1					
	25mmØ PPR pipe, 6m	pcs	3					
	20mmØ PPR pipe, 6m	pcs	20					
	Gate Valve	pcs	13	7 2		W		
	20mmØ PPR pipe 90° Elbow	pcs	56	10				
	20mmØ PPR pipe Tee	pcs	52					
	20mmØ PPR pipe Coupler	pcs	25					
	25mmØ - 20mmØ PPR Reducer pipe	pcs	1					
	100mmØ 90° bend pipe, orange PVC s1000	pcs	47					3
	100mmØ wye, orange PVCc s1000	pcs	59					V
	100mmØ 45° bend pipe, orange PVC s1000	pcs	22					
	100mmØ floor drain	pcs	12					
	100mmØ Cleanout with plate cover	pcs	12	AGUP	AN CIT	Υ	S)	
	100mmØ P-trap, orange PVC s1000	pcs	26	20	11			A
	100mmØ Sanitary Tee, Orange PVC s1000	pcs	3			-10		
	100mmØ Orange PVC s1000, 3m	pcs	48	HA	3111	A		
	100mm-50mmØ Orange Reducer PVC, s1000	pcs	12					
	50mmØ 90° bend pipe, orange PVC s1000	pcs	8					
	50mmØ Sanitary Tee, orange PVCc s1000	pcs	8					

	ITEM DESCRIPTION	UNIT	QTY	UNIT COST		TOTAL	TOTAL	
ITEM				Material	Labor	Material (A)	Labor (B)	(A + B)
	50mmØ Orange PVC s1000, 3m	pcs	23					
	Teflon Tape	pcs	10					
	400cc Solvent Cement	can	10					
	All Purpose Sealant	gal	5					
	100mmØ cleanout, with end plug	pcs	2					
	150mmØ Orange PVC s1000, 3m	pcs	14		[			
	150mm-100mmØ Orange Reducer PVC, s1000	pcs	2		- 0	FL		
	Sub-total			ř				
							Y	
14	FIRE PROTECTION SYSTI	EM						
	38mmØ BI Pipe, S40, 6m	pcs	3	7 2	74	V		
	50mmØ BI Pipe, S40, 6m	pcs	11	10		2		
	100mmØ BI Pipe, S40, 6m	pcs	4					
	150mmØ BI Pipe, S40, 6m	pcs	4					
	Saddle Connection, 100mmØ - 50mmØ	pcs	6					
	Saddle Connection, 50mmØ - 38mmØ	pcs	20			Í		3
	38mmØ 90° bend elbow BI Pipe, S40	pcs	60					Z .
	Sprinkler head 38mmØ	pcs	20					
	50mmØ BI Pipe Coupler, S40	pcs	10				1	7
	50mmØ BI Pipe End Cap, S40	pcs	8	AGUP	AN CIT	Υ		
	100mmØ BI Pipe End Cap, S40	pc	1	20	11			
	50mmØ BI Pipe Saddle Coupler, S40	pcs	12			~40		
	100mmØ BI Pipe Saddle Coupler, S40	pcs	5	EHA	31L11			
	150mmØ - 100mmØ BI Reducer Pipe, S40	pc	1					
	150mmØ 90° bend elbow BI Pipe, S40	pc	4					
	150mmØ BI Pipe Tee, S40	pc	1					

	ITEM DESCRIPTION	UNIT Q		UNIT	COST	TOTAI	COST	TOTAL
ІТЕМ			QTY	Material	Labor	Material (A)	Labor (B)	(A + B)
	150mmØ Check Valve, S40	pcs	2					
	50mmØ 90° bend elbow BI Pipe, S40	pcs	2					
	50mmØ 90° Gate Valve	pc	1					
	Pressure Gauge	pcs	2					
	150mmØ OS&Y Gate Valve	pc	1					
	Booster Pump	unit	1					
	Sub-total							
						IT Ro		
I. Tota	al Direct Cost   Sum of Sub	total fron	n Items 1	to Item 14				
	OCM   Total Direct Cost x (	).0 <u>9</u>					7,	
	Profit   Total Direct Cost x 0.08  VAT   (Total Direct Cost + OCM + Profit) x 0.05							
			Y			3		
	Indirect Cost 1 (Item 1. ( Subtotal from Item 1 x 0.161		Requir	ements)				
	Indirect Cost 2 (Items 2 to (Sum of Subtotal from Item 2	to 14)	em 14) x	0.2285				4
II. Tot	tal Indirect Cost   Indirect	Cost 1 +	Indirect (	Cost 2				
ТОТА	AL BID AMOUNT IN FIC al Direct Cost + II. Total Indire							5

DAGUPAN CITY

Signature above Printed Name of Bidder's Authorized Representative

## **SUMMARY OF ESTIMATES**

(Summary Sheet)

Project Name: Continuation of Third Floor Staff House (Phase II) for Halfway House

Location: Bonuan Binloc, Dagupan City Pangasinan

Project Reference No.: 032-2021

ITEM	ITEM DESCRIPTION	MATERIAL COST (A)	LABOR COST (B)	DIRECT COST (C)	INDIRECT COST (D) For item 1 (C x 0.1611) For items 2 to 14 (C x 0.2285)	TOTAL COST (C+D)
1	GENERAL REQUIREMENTS	ANE	NIC			
2	OVERHEAD STREET PROTECTION			1		
3	CONCRETE WORKS					
4	FORMWORKS					
5	REBARWORKS	_ /				
6	ROOFING WORKS		1	M		
7	MASONRY WORKS	Y		3		
8	TILE WORKS					-
9	DOORS AND WINDOWS					
10	CEILING WORKS					
11	PAINTING WORKS			-		$\ni$
12	ELECTRICAL WORKS					9
13	PLUMBING WORKS					6
14	FIRE PROTECTION SYSTEM					3-7
	AL BID AMOUNT IN FIGUR				1 1	7
101.	AL BID AMOUNT IN WORD	<b>5</b> :				

Signature above Printed Name of Bidder's Authorized Representative

## INDIVIDUAL PROGRAM OF WORKS

Project Name: Continuation of Third Floor Staff House (Phase II) for Halfway House

Location: Bonuan Binloc, Dagupan City Pangasinan

Project Reference No.: 032-2021

ITEM	ITEM DESCRIPTION	Percent (%) by Weight	TOTAL COST
1	GENERAL REQUIREMENTS		
2	OVERHEAD STREET PROTECTION		
3	CONCRETE WORKS		
4	FORMWORKS		
5	REBARWORKS		
6	ROOFING WORKS		
7	MASONRY WORKS		
8	TILE WORKS		
9	DOORS AND WINDOWS		
10	CEILING WORKS		
11	PAINTING WORKS		
12	ELECTRICAL WORKS		2,4
13	PLUMBING WORKS		5
14	FIRE PROTECTION SYSTEM		(5)
TOTA	ıL		

DAGUPAN CITY

Signature above Printed Name of Bidder's Authorized Representative



## **Bid Form**

(for sole proprietorships)

			Date: Invitation to Bid No: 058-2020
То:	_	- Drug Treatment and Rehabi Binloc, Dagupan City, Panga	
Gentl	emen and/or Ladies:		
[inser	t numbers], the receipt of the structured cabling and		old Bulletin Numbers wledged, we, the undersigned, offer to h the said Bidding Documents for the
[total	Bid amount in words and	figures] or such other sums as herewith and made part of this l	may be ascertained in accordance with Bid.
	We undertake, if our Bidule specified in the Schedu		goods in accordance with the delivery
	If our Bid is accepted, we the times specified in the		ance security in the form, amounts, and
Claus			od specified in <u>BDS</u> provision for <b>ITB</b> cepted at any time before the expiration
		s, if any, paid or to be paid by arded the contract, are listed below	us to agents relating to this Bid, and to ow: 1
	Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
	(if none, state "None")	REHABILIT	ATIO
thereo	Until a formal Contract is of and your Notice of Awa	rd, shall be binding upon us.	I, together with your written acceptance est Calculated Bid or any Bid you may

<sup>&</sup>lt;sup>1</sup>Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

	=	indersigned, as the ow	_	_
representative of the full power and aut contract, on the latter's <b>Dagupan</b> of the <b>Depart</b>	s behalf for the Str	ructured Local Area	Network (LA	execute the ensuing (N) for DOH-DTRC
We acknowledge attached Schedule of Pr		n each and every pag nd for the rejection of		Form, including the
Dated this	day of	NT OF	_ 20	
[signature]	R	[in the capacity of]		
Duly authorized to sign	Bid for and on beha	alf of		P DAGUPAN

## **Bid Form**

(for partnerships, corporations, cooperatives, or joint ventures)

			Date: Invitation to Bid No: 058-2020
То:	-	rug Treatment and Rehabili nloc, Dagupan City, Pangasi	
Gentle	emen and/or Ladies:		
[inser provide sum of sums	de structured cabling and eq	hich is hereby duly acknowled in conformity with [total Bid amount	d Bulletin Numbersedged, we, the undersigned, offer to the said Bidding Documents for the <i>in words and figures]</i> or such other f Prices attached herewith and made
	We undertake, if our Bid is ule specified in the Schedule of	1	ods in accordance with the delivery
	If our Bid is accepted, we und the times specified in the Bid	-	nce security in the form, amounts, and
Claus			specified in <u>BDS</u> provision for <b>ITB</b> pted at any time before the expiration
	Commissions or gratuities, if act execution if we are awarde		s to agents relating to this Bid, and to
	Name and address	Amount and	Purpose of
	of agent	Currency 2011	Commission or gratuity
	1/1/0		1103
	(if none, state "None")		
	Until a formal Contract is prepof and your Notice of Award,		together with your written acceptance
receiv	•	ot bound to accept the Lowes	et Calculated Bid or any Bid you may

 $<sup>^2\!</sup>$  Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, is granted full power and authority by the <a href="Mame of Bidder">Name of Bidder</a>, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for the **Structured Local Area Network (LAN) for DOH-DTRC Dagupan** of the **Department of Health – Drug Treatment and Rehabilitation Center Dagupan.**We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 20\_\_\_\_\_.

[in the capacity of]

Duly authorized to sign Bid for and on behalf of

[signature]



# Schedule of Prices

## For Goods Offered From Within the Philippines

Item  Description	1 Stanisty and Local Anna Nativanty (LAN) Cabling
-	Stavetured Legal Area Network (LAN) Cabling
	Structured Local Area Network (LAN) Cabling
Country of Origin	ENT OF
Quantity	1 lot
nit Price EXW per Item	
nsportation and all other sts incidental to delivery	
Sales and other taxes payable if contract is awarded	
Total Price per Unit (row 5+6+7+8)	4
tal Price delivered, Final Destination	
	DA [in the capacity of]
	nsportation and all other sts incidental to delivery Sales and other taxes payable if contract is awarded st incidental Services, if applicable Total Price per Unit (row 5+6+7+8) tal Price delivered, Final

### **Contract Agreement Form**

THIS	AGREEMENT	made th	ie	day of	f	20	between
Department	of Health - Dru	ug Treati	ment and	Rehab	oilitation Cente	er Dagupa	<b>n</b> of the
Philippines (h	nereinafter called	"the Enti	ty") of the	one pa	art and [name o	of Supplier]	of [city
and country of	f Supplier] (herei	nafter call	led "the Su	ipplier"	) of the other pa	ırt:	

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Structured Local Area Network (LAN) for DOH-DTRC Dagupan** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

#### 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 referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Entity's Notice of Award.
- 3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

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

Subscribed and sworn to before me this \_\_\_\_\_\_ at \_\_\_\_\_.



## **Omnibus Sworn Statement**

(for sole proprietorship)

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

degree;

	AFFIDAVIT
I, Status	[Name of Affiant], of legal age, [Civil], [Nationality], and
residin	
after h	aving been duly sworn in accordance with law, do hereby depose and state that:
	I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder]
2.	As the owner and sole proprietor, or authorized representative of [Name of Bidder]  , I have full power and
	authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for <b>Structured Local Area Network (LAN) for DOH-DTRC Dagupan</b> , as shown in the attached duly notarized Special Power of Attorney;
3.	[Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4.	Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5.	[Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6.	The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil

_	Name of Bildder] complies with
ez	xisting labor laws and standards; and
	Name of Bidder] is aware
O	f and has undertaken the following responsibilities as a Bidder:
a)	Carefully examine all of the Bidding Documents;
b	Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
c)	Made an estimate of the facilities available and needed for the contract to be bid, if any; and
d)	Inquire or secure Supplemental/Bid Bulletin(s) issued for the Structured Local Area Network (LAN) for DOH-DTRC Dagupan.
9. [1	Name of Bidder]
	d not give or pay directly or indirectly, any commission, amount, fee, or any form of
	onsideration, pecuniary or otherwise, to any person or official, personnel or presentative of the government in relation to any procurement project or activity.
10	presentative of the government in relation to any procurement project or activity.
	VITNESS WHEREOF, I have hereunto set my hand this day of, 20 at, Philippines.
	Bidder's Representative/Authorized Signatory
S	UBSCRIBED AND SWORN to before me this day of [month] [year] at [place
	ion], Philippines. Affiant/s is/are personally known to me and was/were identified
-	prough competent evidence of identity as defined in the 2004 Rules on Notarial
	(A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government ation card used], with his/her photograph and signature appearing thereon, with no.
	and his/her Community Tax Certificate No issued on at
W	Vitness my hand and seal this day of [month] [year].
• '	and all [] and all and all and all and all all all all all all all all all al

## **Omnibus Sworn Statement**

(for partnership or cooperative)

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

	AFFIDAVIT	
at [Add	[Name of Affiant], [Nationality]	,
after ha	aving been duly sworn in accordance with law, do hereby depose and sta	ate that:
1.	I am the duly authorized and designated representative of [Na with office add	
	of Bidder]	
2.	I am granted full power and authority to do, execute and perform a necessary to participate, submit the bid, and to sign and execute the efor Structured Local Area Network (LAN) for DOH-DTRC D Department of Health – Drug Treatment and Rehabilitation Centershown in the attached [state title of attached document showing proof (e.g., duly notarized Secretary's Certificate, Board/Partnership Respecial Power of Attorney, whichever is applicable;)];	nsuing contract agupan of the er Dagupan, as of authorization
	2	
3.	[Name of Bidder] "blacklisted" or barred from bidding by the Government of the Philip its agencies, offices, corporations, or Local Government government/foreign or international financing institution whose bla have been recognized by the Government Procurement Policy Board;	Units, foreign
4.	Each of the documents submitted in satisfaction of the bidding requauthentic copy of the original, complete, and all statements and information therein are true and correct;	
5.	[Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized reto verify all the documents submitted;	epresentative(s)
6.	None of the officers and members of [Name is related to the	of Bidder] e Head of the
	Procuring Entity, members of the Bids and Awards Committee (BAC) Working Group, and the BAC Secretariat, the head of the Project Man or the end-user unit, and the project consultants by consanguinity or at third civil degree;	agement Office
7.	[Name of Bidder	] complies
	with existing labor laws and standards; and	•

8.	[Name of Bidder]is aware of and
	has undertaken the following responsibilities as a Bidder:
	a) Carefully examine all of the Bidding Documents;
	b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
	c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
	d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the <b>Structured Local Area Network (LAN) for DOH-DTRC Dagupan.</b>
	[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.  WITNESS WHEREOF, I have hereunto set my hand this day of, 20 at, Philippines.
	Bidder's Representative/Authorized Signatory
	SUBSCRIBED AND SWORN to before me this day of [month] [year] at [place
of exe	cution], Philippines. Affiant/s is/are personally known to me and was/were identified
	e through competent evidence of identity as defined in the 2004 Rules on Notarial
	ce (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government
identif	fication card used], with his/her photograph and signature appearing thereon, with no and his/her Community Tax Certificate No issued on at
	Witness my hand and seal this day of [month] [year].

#### **Omnibus Sworn Statement**

(for corporation or joint venture)

	BLIC OF THE PHILIPPINES )
CITY/	MUNICIPALITY OF ) S.S.
	AFFIDAVIT
I,	[Name of Affiant], of legal age, Status], [Nationality],
[Civil	Status], [Nationality],
and res	siding at [Address of Affiant], aving been duly sworn in accordance with law, do hereby depose and state that:
arter na	aving been duly sworn in accordance with law, do hereby depose and state that:
1.	I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of
	with office address at [address of Bidder];
2.	I am granted full power and authority to do, execute and perform any and all acts
	necessary to participate, submit the bid, and to sign and execute the ensuing contract for Structured Local Area Network (LAN) for DOH-DTRC Dagupan of the Department of Health – Drug Treatment and Rehabilitation Center Dagupan, as
	shown in the attached [state title of attached document showing proof of authorization
	(e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];
2	[Name of Diddon]
3.	[Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or
	any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4.	Each of the documents submitted in satisfaction of the bidding requirements is an
	authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5	[Name of Bidder]
3.	is authorizing the Head of the Procuring Entity or its duly authorized representative(s)
	to verify all the documents submitted;
6.	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

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

or affinity up to the third civil degree;

8.	[Name of Bidder] i	S
	aware of and has undertaken the following responsibilities as a Bidder:	
	a) Carefully examine all of the Bidding Documents;	
	b) Acknowledge all conditions, local or otherwise, affecting the implementation o the Contract;	f
	c) Made an estimate of the facilities available and needed for the contract to be bid if any; and	l,
	d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the Structured Loca Area Network (LAN) for DOH-DTRC Dagupan.	1
	[Name of Bidder] did not give of 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.  WITNESS WHEREOF, I have hereunto set my hand this day of, 20 and	e.
	Philippines.	
	Bidder's Representative/Authorized Signatory	
	SUBSCRIBED AND SWORN to before me this day of [month] [year] at [place	e
v	ecution], Philippines. Affiant/s is/are personally known to me and was/were identified	
	e through competent evidence of identity as defined in the 2004 Rules on Notaria	
	ce (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of governmen fication card used], with his/her photograph and signature appearing thereon, with no	
	and his/her Community Tax Certificate No issued on at	•
	Witness my hand and seal this day of [month] [year].	

### **Bank Guarantee Form for Advance Payment**

To: Department of Health – Drug Treatment and Rehabilitation Center Sitio Palatong, Bonuan Binloc, Dagupan City, Pangasinan Structured Local Area Network (LAN) for DOH-DTRC Dagupan

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, [name and address of Supplier] (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].

Yours truly,

## Signature and seal of the Guarantors

[name of bank or	financial instituti	on]	TIO.	
[address]	MEH	ABILIV		
[date]				

#### **BID SECURING DECLARATION FORM**

REPUBLIC OF THE PHI	LIPPINES)
CITY OF	) S.S.
X	X

## BID SECURING DECLARATION

**Invitation to Bid:** 058-2020

To: Department of Health – Drug Treatment and Rehabilitation Center Sitio Palatong, Bonuan Binloc, Dagupan City, Pangasinan

I/We<sup>3</sup>, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of 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.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

<sup>&</sup>lt;sup>3</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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 Community Tax Certificate No. \_\_\_\_ issued on \_\_\_\_ at \_\_\_\_.

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

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

Business Name Business Address								
Name of Contract / Project Cost	a. Owners Name		Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding
	b. Address c. Telephone Nos.	Nature of Work	Description	%		Planned	Actual	Works / Undelivered Portion
Government								
						4		
						4		
						9		
	-					N. I		
<u>Private</u>						9		
	1000					. 7		
	1 9		DACHBAN	CIT		1		
TOTAL			2011	OH				
Note: This stateme	ent shall be supported	with:	2011		. 0			

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

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

### Statement / List of Completed Government & Private Contracts which are similar in nature

		a. Owners Nan	ne		Bidder's Role		a. Amount at Award	a. Date Awarded	
Name of Contract	ct	b. Address c. Telepho Nos.	ne Work	of	Description %		b. Amount at Completion c. Duration	b. Contract Effectivity c. Date Completed	
Government									
							2		
	1						1		
	9								
<u>Private</u>							4		
	1								
		-							
				AGUF	AN CITY				

1. Purchase Order /or Contract; and

**Business Name** 

2. Certificate of Acceptance or Certificate of Completion or Official Receipt of Payment made relative to the Contract.

Submitted by	:	
J		(Printed Name & Signature)
Designation	:	
Date	:	

## Single Largest Completed Contract (SLCC) - Government & Private Contracts which are similar in nature

	a. Owners Name		Bidder's Role	a. Amount at Award	a. Date Awarded	
Name of Contract	b. Address c. Telephon Nos.	e Work of	Description %	b. Amount at Completion c. Duration	b. Contract Effectivity c. Date Completed	
Government						
				4		
	9					
				<b>5</b>		
<u>Private</u>						
		5.00				
		DAGUI	AN CITY			

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

2. Certificate of Acceptance or Certificate of Completion or Official Receipt of Payment made relative to the Contract.

**Business Name** 

#### FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

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

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

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P
K = 10 for a contract duration of one year less,
Or
Commitment from a licensed bank to extend to it a credit line awarded the contract or a cash deposit certificate in the amount of at least 10% of the proposed project to bid.
Name of Bank: Amount:

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year and the cash deposit certificate or certificate of commitment from a licensed bank to extend a credit line.

#### **AUTHORITY OF SIGNATORY**

#### **SECRETARY'S CERTIFICATE**

I,	, a duly elected and qualified Corporate Secretary of
	, a corporation duly organized and existing under and by virtue of
the law of th	ne, DO HEREBY CERTIFY, that:
I am	familiar with the facts herein certified and duly authorized to certify the same;
held on	ne regular meeting of the Board of Directors of the said Corporation duly convened and at which meeting a quorum was present and acting throughout, the esolutions were approved, and the same have not been annulled, revoked and amended in
_	atever and are in full force and effect on the date hereof:
RES	OLVED, thatbe, as it hereby is, authorized to participate
	ing of Structured Local Area Network (LAN) for DOH-DTRC Dagupan by the
	t of Health - Drug Treatment and Rehabilitation Center Dagupan; and that if
awarded the	project shall enter into a contract with the Department of Health - Drug Treatment
and Rehal	bilitation Center Dagupan; and in connection therewith hereby appoint
	, acting as duly authorized and designated representatives of
	, are granted full power and authority to do, execute and perform any and all
acts necessar	ry and/or to represent in the bidding as fully and effectively
as the	might do if personally present with full power of
substitution	and revocation and hereby satisfying and confirming all that my said representative shall
lawfully do	or cause to be done by virtue hereof;
RES	OLVED FURTHER THAT, the hereby authorizes its President
to:	
(1)	execute a waiver of jurisdiction whereby the hereby submits
	itself to the jurisdiction of he Philippine government and hereby waives its right to
	question the jurisdiction of the Philippine courts;
(2)	execute a waiver that the shall not seek and
	obtain writ of injunctions or prohibition or restraining order against the AFP or any
	other agency in connection with this project to prevent and restrain the bidding
	procedures related thereto, the negotiating of and award of a contract to a

WITNESS the signature of the undersigned as such	officer of the	e said		
this	·			
		~		<del></del>
	(Cor	porate Secreta	ary)	
ACKNOWLEDGM	FNT			
ACKNOWLEDGW	12111			
SUBSCRIBED AND SWORN to before me this	day of _		_, 20	affiant
exhibited to me his/her Community Tax Certificate No.	•			_
at ,	Philippines.			

### **AUTHORITY OF SIGNATORY**

## SPECIAL POWER OF ATTORNEY

I,		, Presider	nt of	,
	orated under the law			
with its registered of	fice at			, by virtue
	No			
made, constituted and	l appointed			true
and lawful attorney, f	or it and its name, pla	ce and stead, to do	o, execute and perfo	orm any and all acts
necessary and/or repr	resent			
in the bidding of			as fully and effect	ively as corporation
might do if personally	y present with full pov	wer of substitution	and revocation and	l hereby confirming
all that said representa	ative shall lawfully do	or cause to be done	by virtue hereof.	
IN WITNES	S WHEREOF, I ha	ave hereunto set	may hand this	day of
	, 20 at		·	
REPUBLIC OF THE	ACKI PHILIPPINES )	NOWLEDGMEN'	Г	
CIT I/MOTORCH TIER		)55.		
	a Notary Public for personally ap	=	City, Philippines,	this day
NAME		CTC NO.	ISSU	ED AT/ON
	<del></del>		<del></del>	
() pages	own to be the same per , including the page what ame is his free and	nereon the acknow	ledgments is writter	n and acknowledged

	WITNESS MY H	HAND AND	NOTARIAL	SEAL,	at the place a	nd on the	date first	above
written								
						Notory	Dublic	

written.	
	Notary Public
	Until 31 December 20
	PTR No
	Issued at:
	Issued on:
	TIN No
Doc. No	
Page No	
Book No	
Series of	

## CREDIT LINE CERTIFICATE

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

ZALDY P. GUICO, MD, MHA, FPSMS, Di Department of Health – Drug Treatment an Sitio Palatong, Bonuan Binloc, Dagupan C	d Rehabilitation Center
CONTRACT/PROJECT	:
COMPANY/FIRM ADDRESS	:
BANK/FINANCING INSTITUTION ADDRESS	:
AMOUNT	:
above, commits to provide the <i>Supplier</i> above-mentioned Contract, a credit line in	nk/Financing Institution with business address indicated //Distributor/Manufacturer/Contractor>, if awarded the the amount specified above which shall be exclusively e-mentioned contract subject to our terms, conditions and
	within fifteen (15) calendar days after receipt by the etor> of the Notice of Award and such line of credit shall by the Contractor.
connection with the bidding requirement	said <i>Supplier/Distributor/Manufacturer/Contractor&gt;</i> in of <i>Department of Health – Drug Treatment and</i> pove-mentioned Contract. We are aware that any false rjury.
Name and Signature o Financing Institution Official Designation	Officer:
Concurred By:	
Name & Signature of Authorized Representa Official Designation Note:	
The amount committed should be machine vo	ılidated.
ACKN	NOWLEDGMENT
SUBSCRIBED AND SWORN to before exhibited to me his/her Community at	me this day of, 20, affiant Tax Certificate No, issued on Philippines.

## **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

#### Legal Documents

- ② (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or
- Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

#### and

Mayor's or 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;

#### and

(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### **Technical Documents**

- Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

#### or

Original copy of Notarized Bid Securing Declaration; and

- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and

② (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

#### Class "B" Documents

(m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

#### Other documentary requirements under RA No. 9184 (as applicable)

- (n) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

#### II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; and
- (b) Original of duly signed and accomplished Price Schedule(s).

DAGUPAN CITY 2011