



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY
PCA Annex Building, Elliptical Road, Diliman, Quezon City
Telefax No. 8925-61-41

BIDDING DOCUMENTS

RENOVATION OF PFDA CENTRAL OFFICE AT PCA ANNEX BUILDING

**Elliptical Road, Diliman, Quezon
City**

JANUARY 2021

TABLE OF CONTENTS

GLOSSARY OF TERMS, ABBREVIATIONS, AND ACRONYMS	3-4
SECTION I. INVITATION TO BID	5-7
SECTION II. INSTRUCTIONS TO BIDDERS.....	8
1. Scope of Bid	9
2. Funding Information	9
3. Bidding Requirements.....	9
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices.....	9
5. Eligible Bidders	9
6. Origin of Associated Goods	10
7. Subcontracts	10-11
8. Pre-Bid Conference.....	11
9. Clarification and Amendment of Bidding Documents.....	11
10. Documents Comprising the Bid: Eligibility and Technical Components	112
11. Documents Comprising the Bid: Financial Component	11
12. Alternative Bids	12
13. Bid Prices	12
14. Bid and Payment Currencies	12
15. Bid Security	12
16. Sealing and Marking of Bids	12
17. Deadline for Submission of Bids.....	12
18. Opening and Preliminary Examination of Bids	13
19. Detailed Evaluation and Comparison of Bids	13
20. Post Qualification	13
21. Signing of the Contract	13
SECTION III. BID DATA SHEET	14-17
SECTION IV. GENERAL CONDITIONS OF CONTRACT	18
1. Scope of Contract	19
2. Sectional Completion of Works.....	19
3. Possession of Site.....	19
4. The Contractor's Obligations	19
5. Performance Security	20
6. Site Investigation Reports.....	20
7. Warranty.....	20
8. Liability of the Contractor	20
9. Termination for Other Causes	20
10. Dayworks.....	20
11. Program of Work.....	21
12. Instructions, Inspections and Audits	21
13. Advance Payment.....	21
14. Progress Payments.....	21
15. Operating and Maintenance Manuals.....	21
SECTION V. SPECIAL CONDITIONS OF CONTRACT	22-24
ANNEX "A" OF SPECIAL CONDITIONS OF CONTRACT	29-28
SECTION VI. SPECIFICATIONS	29-64
SECTION VII. DRAWNGS/ PLANS (SEE SEPARATE DOCUMENTS).....	67
SECTION VIII. BILL OF QUANTITIES.....	68-74
SECTION IX. BIDDING FORMS/ CONTRACT FORMS.....	75-122

Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



Invitation to Bid

Renovation of PFDA Central Office at PCA Annex Building

1. The Philippine Fisheries Development Authority (PFDA), through the General Appropriations Act (Savings/Reprioritization) intends to apply the sum of **₱ 29,530,998.86** being the Approved Budget for the Contract (ABC) for the **Renovation of PFDA Central Office at PCA Annex Building**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Philippine Fisheries Development Authority (PFDA) now invites bids for the above Procurement Project. Completion of the Works required is **365 calendar days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from the Philippine Fisheries Development Authority (PFDA) and inspect the Bidding Documents at the address given below from 8:00 A.M. to 4:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested bidders on January 26 - February 17, 2021 from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **₱ 25,000.00**.
6. The Philippine Fisheries Development Authority (PFDA) will hold a Pre-Bid Conference on February 3, 2021; 10:00 AM at PFDA Conference Room, Room. No. 205, 2/F PCA Annex I Building, PCA Compound, Elliptical Road, Diliman, Quezon City, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before February 17, 2021; 8:00 AM. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 16**.
9. Bid opening shall be on February 17, 2021; 10:00 AM at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.



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PCA Annex Building
Elliptical Road Diliman, Q.C.
Telefax. No. 8925-61-41
www.pfda.gov.ph

*A food-secure Philippines
with prosperous farmers and fisherfolk*



10. In observance with the Inter-Agency Task Force (IATF) for the Management of Emerging Infectious Diseases protocol on social distancing, only one (1) designated/authorized representative per company shall be allowed to participate and/or attend in the conduct of the bidding activities.
11. The Philippine Fisheries Development Authority (PFDA) 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 Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. Department of Agriculture - Philippine Fisheries Development Authority does not condone any form of solicitation on any prospective winning and losing bidders by any of our staff/employees or any other party.
13. For further information, please refer to:

Ms. Gina Reyes
Head, PFDA-BAC Secretariat
3rd Floor, PCA Annex Bldg.
Elliptical Road, Diliman, Quezon City
bac.co@pfda.gov.ph
(02) 89257850

14. You may visit the following websites:

Copy of the ITB will be uploaded here:

<https://pfda.gov.ph/index.php/bac/invitation-list>

Per PhilGEPS Advisory No. 11 - PhilGEPS Alternative Posting Tool, copy of the Bid Documents will be uploaded here:

<https://notices.ps-philgeps.gov.ph/main/index.php>


JOSE A. RUIZ, JR.
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Philippine Fisheries Development Authority (PFDA) invites Bids for the **Renovation of PFDA Central Office at PCA Annex Building, Elliptical Road, Diliman, Quezon City**.

The Procurement Project (referred to herein as "Project") is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the Corporate Operating Budget in the total amount of **₱ 29,530,998.86**.

2.2. The source of funding is:

b. GOCC, the Corporate Operating Budget

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

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. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. 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 PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. 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 Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

Subcontracting is not allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.

- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterion stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.1. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier 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. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents Comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which 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. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.

10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

A 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, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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.

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

14.2. Payment of the contract price shall be made in Philippine Pesos.

15. Bid Security

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

The Bid and bid security shall be valid until one hundred twenty (120) calendar days from the date of the opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time at its physical address as indicated in paragraph 7 of the **IB**.

18. Opening and Preliminary Examination of Bids

- 18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. 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 conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** 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 Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

	<div>experience in Building Repair(s). In addition, has also managed/supervised a construction project with a minimum amount of Php 10.0M</div> <div><div>Materials Engineer II (DPWH Accredited Materials Engineer II)</div><div>5</div><div>With at least 2 years of relevant experience</div></div> <div><div>Safety Engineer/Officer (Certified by the Bureau of Working Conditions of DOLE or with certificate of 40 hours training in Construction Occupational Safety and Health)</div><div>5</div><div>With at least 2 years of relevant experience</div></div> <div><div>Foreman</div><div>10</div><div>With at least 10 years of relevant experience in civil and electrical works.</div></div> <div>Note: (1) The total work experience (in years) shall refer to the number of years of work experience of the key personnel in the exercise of his profession regardless of the type of Project he had undertaken. (2) Bidder shall also submit duly signed Statement of Availability of Key Personnel</div>																								
10.5	<div>The minimum major equipment requirements are the following:</div> <table><tr><th colspan="2">No. of Units</th><th>Equipment (Capacity)</th></tr><tr><td>4</td><td>units</td><td>Dump Truck, 10 cu.m. capacity</td></tr><tr><td>3</td><td>units</td><td>Electric Chipping Hammer</td></tr><tr><td>4</td><td>units</td><td>Electric Hammer Drill</td></tr><tr><td>1</td><td>unit</td><td>Welding Machine, 300 amp.</td></tr><tr><td>4</td><td>units</td><td>Grinding Tool</td></tr><tr><td>2</td><td>units</td><td>Socket Fusion Welding Tool</td></tr><tr><td>1</td><td>unit</td><td>Concrete Mixer, 1-bagger</td></tr></table>	No. of Units		Equipment (Capacity)	4	units	Dump Truck, 10 cu.m. capacity	3	units	Electric Chipping Hammer	4	units	Electric Hammer Drill	1	unit	Welding Machine, 300 amp.	4	units	Grinding Tool	2	units	Socket Fusion Welding Tool	1	unit	Concrete Mixer, 1-bagger
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2	units	Socket Fusion Welding Tool																							
1	unit	Concrete Mixer, 1-bagger																							
12	Alternative Bid is not allowed.																								
15.1	<div>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</div> <div>a. The amount of not less than ₱ 590,619.98, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</div>																								

	b. The amount of not less than ₱ 1,476,549.94 if bid security is in Surety Bond.
19.2	Partial bids are not allowed.
20	<p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payments System (EFPS) shall be accepted.</p> <p>NOTE: <i>The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p>
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, PERT/CPM or other acceptable tools of project scheduling and Contractor's All Risk Insurance.

Section IV. General Conditions of Contract

General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

- 3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to 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.
- 3.2 If possession of a portion is not given by the above date, 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 may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, 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.

5. Performance Security

- 5.1. 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 successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 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.

6. 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.

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, 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.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

8. Liability of the Contractor

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

If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

9. Termination for Other Causes

Contract termination shall be initiated 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 corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, 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.

11. Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. 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.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests 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.

15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may 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													
2	<p>The Intended Completion Date is Three Hundred Sixty-Five (365) calendar days.</p> <p>The breakdown of the computation for the total contract time is as follows:</p> <table><tr><td>1</td><td>Total actual number of working days (Counted six (6) days a week)</td><td>288</td></tr><tr><td>2</td><td>Allowance for Holidays and Weekends</td><td>77</td></tr><tr><td>3</td><td>Allowance for Inclement Weather</td><td>-</td></tr><tr><td></td><td>Total Contract Time</td><td>365 calendar days</td></tr></table> <p>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</p>	1	Total actual number of working days (Counted six (6) days a week)	288	2	Allowance for Holidays and Weekends	77	3	Allowance for Inclement Weather	-		Total Contract Time	365 calendar days
1	Total actual number of working days (Counted six (6) days a week)	288											
2	Allowance for Holidays and Weekends	77											
3	Allowance for Inclement Weather	-											
	Total Contract Time	365 calendar days											
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor beginning on the date of effectivity of contract until the date of its termination and/or project completion.												
6	The site investigation reports are: none												
7.2	<p>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</p> <p>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.</p> <p>In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures: Two (2) years.</p>												
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.												
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 7 calendar days of delivery of the Notice of Award.												
11.2	The amount to be withheld for late submission of an updated Program of Work is five percent (5%) of the previous work accomplishment.												
13	The amount of the advance payment is 15% of the total contract price to be made in lump sum amount.												
14	No further instruction.												

15.1	<p>The date by which “as-built drawings” (one original in Mylar, two blue print copies and electronic file in USB) are required to be submitted is before the release of final payment.</p> <p>The date by which the “Operations and Maintenance Manuals” are required is before the release of final payment.</p>
15.2	No final payment shall be made by the Procuring Entity unless the Contractor prepares and submits the required as-built plans.
Additional Clause	
16	<p>NEGATIVE SLIPPAGE</p> <p>The Procuring Entity shall ensure the timely implementation of infrastructure projects by monitoring the performance of the contractors. When the contractor incurs negative slippage during the contract duration, the Procuring Entity shall implement the calibrated measures provided under GPPB Circular No. 03-2019 dated 8 March 2019, entitled “Guidance on Contract Termination Due to Fifteen Percent (15%) Negative Slippage by the Contractor in Infrastructure Projects.” See attached Annex “A” of SCC.</p>

ANNEX “A”
of Special Conditions of Contract



ANNEX "A"

CIRCULAR 03-2019

8 March 2019

TO: Heads of Departments, Bureaus, Offices and Agencies of the National Government including State Universities and Colleges, Government Owned and/or Controlled Corporations, Government Financial Institutions, and Local Government Units

SUBJECT: Guidance on Contract Termination Due to Fifteen Percent (15%) Negative Slippage By the Contractor in Infrastructure Projects

1.0 PURPOSE

This Circular is issued to further guide procuring entities on the actions to be undertaken when contractors incurred negative slippage in the implementation of infrastructure projects.

2.0 SCOPE

All Departments, Bureaus, Offices and Agencies of the National Government including State Universities and Colleges, Government-Owned and/or Controlled Corporations, Government Financial Institutions and Local Government Units.

3.0 CONTRACT TERMINATION DUE TO DEFAULT BY CONTRACTORS IN INFRASTRUCTURE PROJECTS

- 3.1 The provisions for the grounds contract termination of on-going infrastructure project under GPPB Resolution No. 018-2004 remain effective and continue to be the basis by which both the procuring entities and contractors should be guided, thus:

"2. In contracts for Infrastructure Projects:

The Procuring Entity shall terminate a contract for default when any of the following conditions attend its implementation:

- a) *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;¹*

¹ Authorizing the Government's Take Over by Administration of Delayed Infrastructure Projects or Awarding of the Contract to other Qualified Contractors, issued on 12 July 1983.

4.0 GUIDELINES

4.1 The provisions of the Guidelines on Termination of Contracts as embodied in GPPB Resolution No. 018-2004 remain to be the basis for contract termination in infrastructure projects.

4.2 To ensure the timely implementation of infrastructure projects and effective management of the performance of contractors, the following calibrated actions in response to delays in the implementation of infrastructure projects are hereby adopted:

4.2.1 Negative slippage of five percent (5%) –

The contractor shall be given a warning and be required to:

4.2.1.1 Submit a detailed “catch-up” program every two weeks in order to eliminate the slippage and to restore the project to its original schedule;

4.2.1.2 Accelerate work and identify specific physical targets to be accomplished over a definite period of time; and

4.2.1.3 Provide additional input resources such as the following: money, manpower, materials, equipment, and management, which shall be mobilized for this action.

The Implementing Unit shall exercise closer supervision and meet the contractor every other week to evaluate the progress of work and resolve any problems and bottlenecks.

4.2.2 Negative slippage of ten percent (10%) –

The contractor shall be issued a final warning and be required to come-up with a revised detailed “catch-up” program with weekly physical targets together with the required additional input resources.

The implementing unit shall intensify on-site supervision and evaluation of the project performance to at least once a week and prepare contingency plans for a possible termination of the contract or take-over of the work by administration or contract.

4.2.3 Negative slippage of fifteen percent (15%) –

The contractor shall be issued a final warning and be required to come-up with a revised detailed “catch-up” program with weekly physical targets together with the required additional input resources.

The implementing unit shall intensify on-site supervision and evaluation of the project performance to at least once a week and prepare contingency plans for a possible termination of the contract or take-over of the work by administration or contract.

- 5.0 All procuring entities are enjoined to apply this Guidelines on all government infrastructure projects.
- 6.0 This Circular shall take effect fifteen (15) days after publication.
- 7.0 For guidance and compliance.

SGD

LAURA B. PASCUA
Alternate Chairperson

Section VI. Specifications

(See Separate Documents)

TECHNICAL SPECIFICATION

1. GENERAL

The works shall be carried out according to the Technical Specifications and shall govern the methods of construction and the kind of materials to be used for the proposed building as shown in the plans and detail drawings.

The plans, detail drawings and technical specifications shall be considered as completing each other, so that what is mentioned or shown in one, although not mentioned or shown in the other, shall be considered as appearing on both. In case of conflict between the two, the same shall be referred to the PFDA-Technical Services Department for resolution.

As the work progresses, the contractor shall provide the reference points, throughout each interior area, which are necessary to facilitate detailed layout of partitions, doors, windows, equipment foundation, ceilings and other structures.

All layouts, locations and dimensions shall be rechecked and verified in the plans by the contractor before starting any work items of the project.

All works shall be carried simultaneously with electrical, plumbing, sanitary and other services. Materials not conforming to Specifications shall be rejected.

1.1 General Condition

The Contractor shall verify the existing job site condition.

1.2 Contractor's Office & Accommodation

Provision of Contractor's Office and Temporary Facility is required. The structure of the buildings shall be adequate, rainproof, spacious, airy and hygienic with proper lighting and toilet facilities. The area shall be kept neat and clean. Any garbage or sewage shall be disposed at a location and in a manner approved by the Engineer.

Space allocated for storage of various materials such as cement, reinforcement steel and petroleum/chemical products, etc., shall be clearly separated to avoid contamination. Petroleum products shall be stored and handled in a way that avoids contamination of ground water. Workshops shall be installed with oil and grease traps for the same purpose.

The Contractor shall provide, at his own expense, adequate temporary accommodation and toilet facilities for his Workmen and keep the same in good conditions. The Contractor shall construct suitable soak pits along with room of pit-type latrines. Sufficient water must be provided and maintained in the toilets. Proper methods of sanitation and hygiene should be employed during the whole project duration. The above-mentioned temporary structures shall be removed on the completion of the Works at Contractor's own cost. All materials shall belong to the Contractor.

The Contractor shall make his own arrangement for the supply of water, electric power and lighting as required for construction purpose.

The Contractor shall provide building inspection tools and turn-over to the PFDA-Technical Services Department for inspections. It shall include:

- Measuring Tools – digital measure tape, electronic distance measuring wheel, digital level with module, laser distance measurer and rotary construction line lasers.
- Electrical Testing Tools – Multimeter and Ammeter
- Telescopic hollowing drum hammer rod
- Round telescopic utility mirror
- Water pressure test pump bucket
- Concrete rebound hammer

1.3 Safety Measures

The Contractor shall be responsible for safety of all workmen and other persons entering the Works and shall at his own expense take all measures, subject to the Engineer's approval, necessary to ensure their safety. Such measures shall include but not limited to:

- Appropriate personal protective equipment (helmet, dusk mask, safety shoes and hand gloves) must be provided and worn by Workmen;
- First Aid Cabinet must be fully equipped and readily available for treatment of sickness and injuries;
- Provide safety and emergency regulations for fire and electric shock prevention;
- Safe control of flowing water; and
- Conduct regular safety meeting.

1.4 NOTICE BOARD

The Contractor shall erect notice board (4'x8') at the site giving details of the Contract in the format provided by COA. It shall be removed upon receipt of Certificate of Completion.

1.5 SITE DIARY OR MANUAL FIELD BOOK

The Contractor shall keep Site Diary or Manual Field Book wherein full details of the work carried out during each day shall be fully recorded. The Site Diary or Manual Field Book shall be available for inspection by the Engineer any time during normal office hours. It shall include:

- Project Name;
- Contractor's Name;
- Contractor's Representative;
- Weather conditions & rainfall (indicate "NO WORK", if unworkable days);
- Description, quantity and location of work performed;
- Shift and working hours;
- Number and category of workers working at site;
- Test carried out and results;

- Inspection carried out by the Engineer;
- Problems or abnormal occurrence;
- Defective/Non-Compliant Work & Corrective Action;
- Site Instructions;
- Visitors; and
- Accident (if any)

2. SITE PREPARATION WORKS

Clearing and cleaning shall include handling, salvaging, and disposing off the cleared materials with all loads and lifts.

The construction site shall be leveled according to the plans and cleared of rubbish and other perishable and objectionable matters to a suitable subgrade. All such unsuitable materials shall be removed from the construction site and spread uniformly over the areas adjacent to the proposed building, or otherwise disposed of as maybe directed by the Architect/Engineer in-charge of the construction.

Materials obtained from clearing and cleaning shall be disposed.

3. uPVC ROOFING

3.1 Description

This item shall consist of furnishing all uPVC roofing sheet materials, accessories, tools and equipment, plant including labor required in undertaking the proper installation and complete as shown on the Plans and in accordance with this Specification.

3.2 Materials Requirement

All roofing sheets and accessories shall be thermoplastic roofing highly stabilized against UV degradation, rust-free and corrosion resistant, resistant to atmospheric and ambient condition, fire retardant, chemical and fumes resistant, thermally insulated, tough and durable, light weight and true to profiles indicated on the Plans as per approval of the Engineer.

3.3 Product Specifications

uPVC roofing sheets shall be Rib-type in long span sizes with nominal width of 0.80m, thickness of 2.0mm and tensile strength of 7,592 psi. Purlin distance shall be 0.70m to 1.00 meter with side lapping of 1 rib.

3.4 Construction Requirements

Before any installation work is commenced, the top face of the purlins should be checked for proper alignment. Correct the alignment as necessary in order to have the top faces of the purlins on an even plane.

3.5 Handling/Lifting/Positioning of Sheets

Sheets shall be handled carefully to prevent damage to the paint coating. Lift all sheets or sheet packs on to the roof frame with the overlapping down-turned edge facing towards the side of the roof where installation will commence, otherwise sheets will have to be turned end-to-end during installation.

3.6 Installation Procedure

The laying of the roofing panels should begin on the end of the building away from the prevailing wind so that the side-lap seams face away from the prevailing wind-driven rain thus providing additional security against water penetration. Start roofing installation by placing the first sheet in position with the downturned edge in line with other building elements and fastened to supports as recommended. Fasteners should have corrosion resistance at least equivalent to the expected life of the base material. Place the downturned edge of the next sheet over the edge of the first sheet, to provide side lap and hold the side lap firmly in place. Continue the same procedure for subsequent sheets until the whole roofing area is covered and/or (Adopt installation procedure provided in the instruction manual for each type of Architectural molded rib profile section). For walling applications follow the procedure for roofing and allow a minimum end lap of 100 mm for vertical walling. For panel lapping, requirements depend on the product installation guide of a specific type of uPVC bended sheet as per approval of the Engineer. Provide sealant, butyl tape or caulking along the lap edge to prevent any leaking. Specifications of the sealant and butyl tape shall be as per manufacturer's recommendation per Engineers approval.

3.7 uPVC Valleys, Flashings and Ridge Rolls

uPVC valleys, flashing, and ridge rolls shall be fastened where indicated on the Plans by self-tapping screws or galvanized iron straps and rivets. Always begin flashing installation from bottom and work up, so that flashings are lapped on top of the lower flashings. This will prevent moisture from leaking under the flashings and into the structure.

3.8 End Laps

In case handling or transport consideration requires to use two (2) or more end tapped sheets to provide full length coverage for the roof run, install each line of sheets from bottom to top or from eave line to apex of roof framing. Provide 150 mm minimum end lap.

3.9 Anchorage/Fastening

uPVC roofing sheets shall be fastened to the steel frame up to 4.5 mm thick use self-drilling screw No. 12 by 35 mm long hexagonal head with neoprene washer. For steel support up to 5 mm thick or more use thread cutting screw No. 12 by 40 mm long hexagonal head with neoprene washer. Side lap fastener use self-drilling screw No. 10 by 16 mm long hexagonal head with neoprene washer. Valleys fastened to steel supports use self-drilling screws hexagonal head with neoprene washer. Drill size is 5 mm diameter.

3.10 Storage and Protection

uPVC thermoplastic roofing sheets and accessories should be delivered to the jobsite in strapped bundles. Sheets and/or bundles shall be neatly stacked in the ground dry and if left in the open it shall be protected by covering the stack materials with loose tarpaulin. Bundles should be stored above ground at a slight angle, to prevent water or condensation build up between adjacent sheets. Removing installation debris and metal fines due to drilling and cutting from the sheet surface and avoiding exposure of insulation to the weather shall be practice at all times.

3.11 Method of Measurement

The work done under this item shall be measured by actual area covered or installed with pre-painted steel roofing and/or walling in square meters and accepted to the satisfaction of the Engineer.

4. WATERPROOFING

4.1 Scope of Work

This item shall consist of furnishing all waterproofing materials, labor, tools, equipment and other facilities and undertaking the proper work required as shown on the plan and in accordance with this specification and as directed by the Engineer.

4.2 Material Requirements

Waterproofing shall be paveless waterproofing liner membrane applied with adhesive liquid and shall be approved by the Engineer.

4.3 Construction Requirements

4.3.1 Submittals

The Contractor shall submit for approval of the Engineer the manufacture's recommended method of waterproof installation/construction.

4.3.2 Surface preparation

Remove existing waterproofing until reaching original concrete surface (better by applicator and supervised by client's representative to avoid damage of existing finishing installations).

Concrete surface to be applied with waterproofing shall be structurally sounds clean and free of dirt, loose mortar particles, paints, films oil, protective coats, etc.

Concrete slabs shall be properly graded to drain rainwater. Provide a minimum pitch of 1 on 100 to satisfactorily drain rainwater freely into the drainage lines, gutters and downspout.

Provide reglets of about 40 mm. deep by 40mm. wide and 250 mm. above floor along walls or parapets for the termination of the membrane.

Prepared surface shall be cured and kept wet by sprinkling with water at regular intervals for a period of at least three days and allow surface to actually set within seven (7) days.

Ensure that the prepared surface has completely set and all defects repaired.

4.3.3 Application Procedure

Water proofing application/procedure shall conform to manufacturer's specification.

4.3.4 Flood Testing

Flood test for duration of 24 hours shall be undertaken upon completion of water proofing installation to determine any leakage or defect on the materials and/or workmanship.

5. WALL RESTORATION

5.1 Scope of Work

The work shall include all labor, materials, equipment and other tools for the satisfactory performance of all work necessary to complete all wall restoration shown on the drawing and specified herein.

5.2 Material Requirement

Wall cleaning shall be scrubbed by high pressure water spray to remove marks/stains.

Wall Restoration must apply stone sealer to bring back its original color & state and to protect the wall from stains and damages.

5.3 Application Procedure

First DE-RUSTING - removal of existing removable stains using DEEP marble stain absorber.

First SPECIALIZED SCRUBBING - scrubbing the stone using Jet Scrub to remove remaining marks and stains.

First SPECIALIZED CLEANING - preparing the area using STONE SPA stripper and conditioner.

Second SPECIALIZED SCRUBBING - scrubbing the stone using Jet Scrub to remove remaining marks.

Second SPECIALIZED CLEANING - preparing the area using STONE SPA stripper and conditioner.

WASHING – removal of remaining dirt.

CURING - letting the stone dry and heal.

First SEALER APPLICATION – Applying sealer to the stone to bring back its original color and state.

DRYING AND HEALING – Letting the sealer penetrates the stone surface.

Second SEALER APPLICATION – Applying sealer to the stone to protect the stone from stains and damages.

DRYING AND HEALING – Letting the sealer penetrates the stone surface.

RETOUCHING – Applying sealer to areas that still needs to be sealed for even surfaces.

FINISHING - Cleaning

6. PAINTING WORKS

6.1 Scope of Work

Contractor shall provide all labor, materials, and equipment to perform all necessary for painting works specified including the painting of drywalls, reinforced concrete walls, wooden cabinets, handrails, cable tray, exposed electrical and plumbing pipes, steel window frames and as specified herein.

6.2 General

Color scheme for the painting of whole building, complete both interior and exterior shall be furnished by the Architect to the Contractor upon request. Color scheme samples required by these Specifications shall be submitted by the Contractor to the Owner for approval. Expenses for sample of color schemes shall be at Contractor's expense.

All exposed work shall be protected while the building is being painted. Any dirt, smears, etc., shall be removed by the Contractor to the satisfaction of the Owner.

6.3 Material Requirement

All paint materials shall meet the requirements of the standard specifications of the *Standardization Committee* on supplies and shall be in accordance with latest *Classification Class "A" of the Institute of Science, Manila, Philippines*.

Contractor shall deliver all painting materials to the work site in original containers with seals and label intact. Containers shall not be opened until after they have been inspected by the Owner.

Premium acrylic latex paint with excellent hiding, durability and dirt pick-up resistance shall be used on all concrete and masonry surfaces to be painted, while nitrocellulose-based, high-gloss, automotive lacquer type paint shall be used on all wooden and metal surfaces to be painted and certificate of origin and quality shall be submitted to the Owner for inspection and approval before using any of the paint materials.

All materials to be used in the work shall be stored in a place to be designated by the Owner, and such place shall be kept neat and clean at all times. Any damage on this place and its surroundings shall be rectified. All precautions to avoid danger of fire must be observed by removing oily rags, waste, etc., from the building at the end of daily work.

6.4 Preparation

The contractor shall inspect all surfaces to be painted and all defects shall be remedied before starting work.

No work shall be started unless the contractor shall have made certain as to the dryness of surface, tests shall be made, in the presence of the Owner, to verify dryness of surface to be painted.

Before painting is started, all spaces shall be broom clean and all dust, dirt, plaster, grease and other extraneous matter that would affect the finish work shall be removed.

6.5 Workmanship

All work shall be done by thoroughly qualified painters in a neat and workmanlike manner. All work which shows carelessness or lack of skill in execution or is defective to any other cause will be rejected. Said work shall be done to satisfaction of Owner prior to acceptance of work.

6.6 Application

Unless specified otherwise, paint shall be applied by brush or spray. Paint system shall have a dry film thickness of five (5) mils minimum.

Paint shall be applied only on thoroughly clean and dry surfaces, unless specified otherwise. Paint shall not be applied in extreme heat, cold, damp or humid weather, or in dust- or smoke-laden air.

Paint materials shall be kept sealed or cover when not in use. Oily rags or waste shall be kept in covered containers and dispose of at frequent intervals.

If brushes are used, they shall have sufficient body and length of bristle to spread paint in a uniform coat. Paint shall be evenly spread and thoroughly brushed out and no residual brush marks shall remain. On surfaces which are inaccessible for brushing, paint shall be applied by spray, sheepskin daubers, or other means as approved by Owner.

If a spray method is used, the operator shall be thoroughly qualified in use of the equipment required. Air compressors employed in spray painting shall be equipped with suitable trapping devices to keep water, oil, and other impurities from entering air lines. Runs, sags, thin areas, or other imperfections in paint coat shall be considered as cause for rejection and Contractor shall be required to make all necessary corrections to satisfaction of Owner.

For concrete and masonry surfaces, remove all loose, scaling, flaking and peeling off paint wire brushing, scrapping or by using paint remover as

necessary. Let dry. Putty small cracks. Apply corrective civil works for larger cracks.

For indoor wood and metal surfaces, wipe the surface with rag soaked in paint thinner to remove dust, dirt, grease, oil, wax and other foreign matter. Prime bare substrate with epoxy primer and finish with 2-3 coats of automotive lacquer paint. Dilute with lacquer thinner as necessary. Add lacquer flo at 10% by volume just before application to prevent moisture blushing.

All exposed iron and steel work together with electrical switchgear, piping, valves, and miscellaneous metal shall receive a prime coat(s), shop applied if possible, before installation. After installation, said materials shall be cleaned and all welds, tool marks, and other defects shall receive a touch-up prime coat. Said materials shall then receive two finish coats.

6.7 Protection

Contractor shall protect freshly painted or epoxied surfaces from accumulation of dust, water, or other foreign materials, whatever the cause or source. Any damaged surfaces shall be wiped clean, sanded, or stripped to clean, dry condition and recoated to satisfaction of Owner.

Contractor shall protect all parts of the work during his operation. Tarps and cloths shall be placed where required to protect floors and equipment from spatter and droppings. Electric switch plates, lighting fixtures, nameplates, hardware, glass and other items not to be painted or epoxied shall be removed, covered, or otherwise protected during coating operations. Contractors shall clean or otherwise restore any surfaces which are painted or epoxied as a result of Contractor's failure to provide proper protection and said restoration shall be performed to satisfaction of Owner.

7. CEILING WORKS

7.1 Gypsum Board

7.1.1 Scope of Work

The scope of work shall consist of furnishing all tools, labor, equipment, and materials, unless otherwise specified to complete all ceiling works shown on the Drawings and specified herein.

7.1.2 Material Requirement

Gypsum Board: Maximum permissible length, ends square cut, tapered edges on boards to be finished, unless otherwise indicated.

Standard gypsum board:

- Core – Regular gypsum core
- Surface paper – 100 percent recycled content paper on front, back and long edges
- Long Edges: [Square] [Tapered]
- Overall thickness: [1/4 inch] [3/8 inch] [1/2 inch]

- Panel complies with requirements of Standard Specification for Gypsum Board

Mold and Moisture resistant gypsum board:

- Core – Mold and moisture resistant gypsum board
- Surface paper - 100 percent recycled content moisture/mold/mildew resistant paper on front, back, and long edges
- Long Edges: [Square] [Tapered]
- Overall thickness: 1/2 inch
- Panel complies with requirements of Standard Specification for Treated Core and Non-Treated Core Gypsum Sheathing Board

Unless otherwise shown on the drawings, the Contractor shall use non-structural metal framing in accordance with the schedule below:

- Steel Sheet Components – comply with ASTM C645 (Standard Specification for Nonstructural Steel Framing Members)
- Protective Coating – hot dip galvanized unless otherwise indicated.

7.1.3 Preparation

Protect adjacent areas and air distribution systems from gypsum dust.

Verify that plenum surfaces above gypsum board ceilings are free of dirt, dust and loose construction soil, that construction is otherwise complete and equipment installed, and that surfaces and openings are sealed to prevent leaks, prior to commencing installation of ceiling assembly

7.1.4 Installation

Gypsum board shall be install in accordance with manufacturer recommendation and Standard Specification for Application and Finishing of Gypsum Board.

- Fasten gypsum board with screws.
- Install gypsum board plumb, level and plane.
- Erect gypsum board with edges and ends occurring on framing members, except edges and ends that are perpendicular to framing members
- Locate joints on opposite sides on different studs. Joints are not permitted at corners of openings unless detailed otherwise.
- Double Layer Applications: Gypsum backer board is permitted for first layer. Secure second layer to first with adhesive and sufficient mechanical support to hold in place. Apply adhesive in accordance with manufacturer's recommendations
- Ensure joints of second layer do not occur over joints of first layer
- Water Resistant Gypsum Board: Treat cut edges and holes with sealant
- Tolerances: Maximum variation of finished surface from true flatness 1/8 inch in 10 feet (3 mm in 3m)

Control joints must place consistent with lines of building spaces and as directed by Project Manager. Provide at the following conditions:

- Where system abuts structural elements.
- At dissimilar materials
- Partitions exceeding 30 feet (9.15m) lengths.
- Ceiling exceeding 50 feet (15.24m) or 2,500 sq. ft. (232.25sq. m)
- Wings of “L”, “T” or “U” shaped ceilings.

Corner Beads must place at external corners; Use longest practical lengths.

Edge Trim must place where gypsum boards abut dissimilar materials.

Tape, fill and sand exposed joints, edges, corners and openings to produce surface ready to receive finishes. Feather coats onto adjoining surfaces.

Remove and replace defective work.

Protect gypsum board work for moisture and contaminants.

7.2 Soffit of Slab

There are several products on the market that is available for this purpose, patching the holes caused by concrete nails, cut pipes, cartoons, tie wires and formwork. Those unnecessary materials are left over during the preparation of the slab and were not able to remove before pouring concrete on the slab. The contractor may check the best product to be use.

8. POLISHED FLOOR CONCRETE

8.1 Scope of Work

The scope of work shall consist of furnishing all tools, labor, equipment, and materials, unless otherwise specified to complete all floor concrete polishing works shown on the drawings and specified herein.

8.2 Surface Preparation

Removal of existing sealer or coatings – thick coating require metal grinding of Grit Nos. 16 and 30 while thin coatings require Grit Nos. 60 and 80.

Area cleaning – making sure that the floor is ready for the grinding and polishing.

8.3 Grinding and Polishing

Resurfacing 1 – this is the process wherein the Contractor must use METAL GRINDING PADS with grit no. 150 in this process scratches made by the previous pads is removed.

Honing 1 – this is the process wherein the Contractor must use CONCRETE DIAMOND PADS with grit no. 100 to give the concrete the smoothness that must be achieved.

Honing 2 – this is the process wherein the Contractor must use CONCRETE DIAMOND PADS with grit no. 200, to give the concrete the smoothness that must be achieved.

Polishing 1 – This is the process wherein we use CONCRETE DIAMOND PADS with grit no. 400, in this process we intend to give the concrete the smoothness that must be achieved we will apply TECHNOSHINE EC –S02 CONCRETE GLAZE AGENT HARDENER/DENSIFIER + S02 CONCRETE GLAZE AGENT GUARD+ HIGH SPEED BURNISHING

*8-9 steps of process of grinding, honing and polishing using Alligator pads#30 to #1500

Application of S02 CONCRETE GLAZE AGENT -Nano Lithium Floor Hardener / Densifier for dust free concrete floor.

Application of S02 CONCRETE GLAZE AGENT Sealer for extra protection and gloss reflectance, plus burnishing using high speed burnishing machine with heat pad.

DENSIFICATION – is the process of applying lithium silicate in order to make the surface less porous and increased density, it reduce dusting and wear.

Polishing 2 – This is the process wherein we use CONCRETE DIAMOND PADS with grit no. 800, in this process we intend to give the concrete the smoothness that must be achieved.

High Gloss Polishing 1 – This is the process wherein we use CONCRETE DIAMOND PADS with grit no. 1500, in this process we intend to give the concrete the smoothness that must be achieved.

Ultra-High Gloss Polishing – This is the process wherein we use CONCRETE DIAMOND PADS with grit no. 3000, in this process we intend to give the concrete the smoothness that must be achieved.

STAIN GUARD APPLICATION – it helps to protect and makes the concrete surface easier to maintain.

9. CEMENT AND MASONRY

9.1 Scope of Work

The work under this section shall include all labor, materials, equipment, plant and other facilities and the satisfactory performance of all work necessary to complete all cement and masonry work shown on the Drawings and as specified here.

9.2 Mortar

Cement mortar shall be one (1) part Portland cement and three (3) parts of sand by volume.

Re-tampering is not permitted. No mortar that has stood for more than one (1) hour shall be used. Works shall not be permitted on mortar that has reached its initial set.

9.3 Concrete Hollow Blocks

Concrete hollow blocks shall have a minimum compressive strength of 350 psi. computed from the average of five (5) units based on the average gross area and a minimum of 300 psi. for individual unit. Samples shall be taken at random for every batch/delivery of at least 2,000 pieces and upon the discretion of the Engineer.

9.4 Laying of Concrete Hollow Blocks

Do not wet blocks before using. Blocks must be dry when laid.

The first row of blocks must be thoroughly anchored to concrete walls, columns or slabs. Courses shall be laid straight and uniform with regular running bond and vertical faces truly vertical and set true to line. Each block shall be adjusted to its position in the wall while the mortar is still soft and plastic enough to ensure good bond. The position of the block shall never be shifted after the mortar has stiffened. No re-alignment of a block shall be attempted after a higher or following course has been laid.

All horizontal and vertical reinforcing bars shall be anchored 20 diameters into the concrete wall, columns and slabs.

Dowel bars properly spaced are placed into walls, columns or slabs during pouring and hooked to the vertical bar, leaving bar diameter exposed to splice with the reinforcing bars of the hollow block walls during construction

All units shall be laid with mortar composed of one (1) part Portland cement and three (3) parts of sand. Unless otherwise specified or detailed on the drawings, horizontal and vertical joints shall be 10 mm thick with full mortar coverage on the face shells and on the web surrounding the cells to be filled.

Reinforcing bars shall have a lap of 40 bar diameters. All horizontal reinforcement must be tied to the vertical reinforcement at their intersection.

9.5 Plain Cement Plaster Finish

All concrete columns, beams, roof beams, exposed concrete hollow block walls and floor surfaces to be applied with plain cement finish shall be clean and evenly wet, slushed with a wash or neat cement and followed by cement mortar 5mm thick which shall be applied with a wooden float to leave the surface straight, true, smooth, plumb and even, and all corner angles and all intersections shall be straight, true and rounded slightly. The use of an approved bond fluid is suggested.

10. Dry Wall Partition

10.1 Scope of Work

The scope of work shall consist of furnishing all tools, labor, equipment, and materials, unless otherwise specified to complete all dry wall partition works shown on the Drawings and specified herein.

10.2 Material Requirement

Fiber cement board must be 6mm thick for all dry interior walls.

Use standard G.I. metal studs framing at every 600-mm on center both ways. Provide standard construction system complete with seismic bracing.

Wall thickness of the metal studs must be such that they comply with the structural requirements of the installed drywall system and shall not be less than a nominal 0.45mm thickness. The recommended flange must be a nominal width of 35mm.

All horizontal tracks at floor and ceiling level of the drywall system shall be manufactured of galvanized steel and have an overall width to be compatible to suit the vertical framework having a nominal thickness of 0.45mm. Fixing to the metal tracks to be recommended by the manufacturer.

10.3 Preparation

Demolition or removal of current drywall or preexisting wallboard. In instances of patching hole, you will simply cut back existing drywall to the studs for placement of a new piece of drywall. When doing demolition always be aware of the surroundings and be especially careful around electrical outlets.

Clean the room of work area. The walls must be clear of nails, screw and staples. Remove everything that could interfere with the drywall sitting against wall or with the installer.

Place a tarp or plastic sheeting on the floor to protect it from any other objects that could be damaging to your existing floor.

10.4 Installation

Drywall partition shall be install in accordance with manufacturer recommendation and Standard Specification for application and finishing of Fiber Cement Board.

- Mark the building position with an inked string, according to blueprint.
- Secure the tracks on ceiling and floor by gunpowder nailing.
- Cut the studs into correct dimension, according to actual height. Insert the studs laterally into the tracks.
- Fix boards on one side.
- Fill in the acoustic and thermal insulations. (optional. See drawings for details)

- Seal boards on the other side.
- Fill the joints. First, apply putty to joints. Then stick joint stripes and trowel them. After putty dry (about 24H), grind the exposed putty with abrasive paper. Repeat the same to separately apply the other two layers of putty with no joint stripes.

11. ALUMINUM FRAMED GLASS PANELS

11.1 Scope of Work

The work under this section shall include all labor, materials, hardware, equipment and other facilities and the satisfactory performance of all work necessary to complete all aluminum glass doors, windows and wall partitions on the drawings and as specified herein.

11.2 Materials Requirements (Powder Coated Finish)

Frame and panel members shall be fabricated from extruded aluminum sections true to details with clean, straight, sharply defined profiles and free from defects impairing strength of durability. Extruded aluminum sections shall conform to the specifications requirements as defined in ASTM B211.

Screw, nuts, bolts, rivets and other miscellaneous fastening devices shall be made of non-corrosive materials such as aluminum, stainless steel, etc.

Hardware for fixing and locking devices shall be closely match to the extruded aluminum section and adaptable to the type and method of opening.

Weather strips shall be provided with good quality

Acid Etched glass can be used in many applications including doors, furniture, insulated units, partitions, store fixtures, and shelving.

Acid Etched glass can generally be tempered, laminated, drilled, cut, notched, polished, and beveled in a similar fashion to regular float glass.

For Aluminum Glass Windows and Glass Wall Partitions use 6mm thick clear glass.

For Aluminum Glass Doors use 10mm thick clear glass.

11.3 Construction Requirements

For all assembly and fabrication works and cut ends shall be true and accurately jointed, free of burrs and rough edges. Cut-out recesses, mortising, grinding operation for hardware shall be accurately made and properly reinforced when necessary.

11.4 Installation

Main frame shall consist of head sill and jamb stiles specifically designed and machined to inter fit and be joined at corners with self-threading screw.

Frame sill shall be stepped and sloped with offset weep holes for efficient drainage to the exterior.

Panel shall be accurately joined at corners assembled and fixed rigidly to ensure weather tightness.

Sliding window shall be provided with nylon sheave. Sliding panel shall be suspended with concealed roller overhead tracks with bottom guide pitch outward and slotted to complete drainage. The sliding panels shall be provided with interior handles. The locking devices shall be spring loaded extruded latch that automatically engages special frame hips.

Casement window type shall be provided with two hinges fabricated from extruded aluminum alloy. They shall open on stay arms having adjustable sliding friction shoes to control window panel operations. Locking device shall be one arm action handle for manual operations complete with strike plate.

Weather strip shall be furnished on edges at the meeting stiles.

All joints between metal surface and masonry shall be fully caulked to ensure weather tightness.

11.5 Protection

All Aluminum parts and glasses shall be protected adequately to ensure against damage during transit and construction phase.

Etch will not fade, deteriorate, or come off in regular use. Contact with sharp objects such as razor blades or glass chips may damage or scratch the etched surface.

11.6 Cleaning

The contractor shall be responsible for removal of protective materials and cleaning the aluminum surface including glazing before work is accepted by the Owner.

Soft gloves and a clean work environment are recommended when handling this product

Aluminum shall be thoroughly cleaned with kerosene or gasoline diluted with motor and then wipe surface using clean clothing.

No abrasive cleaning materials shall be permitted in cleaning surface

12. GLASS CURTAIN WALL

12.1 Scope of Work

Furnish all materials, labor and equipment for the complete restoration/installation of steel framed glass curtain wall as shown on the drawings and specified herein.

12.2 Material Requirements

Glass shall be 6mm thick tempered reflective glass. Fasteners where exposed, shall be aluminum, stainless steel or zinc plated steel in accordance with ASTM B633. Perimeter anchors shall be aluminum or steel, providing the steel is properly insulated.

Vertical mullions shall be sufficient strength to meet job requirements mullion configurations to allow for the system to be glazed from the exterior or interior using sponge neoprene gaskets and dense neoprene wedge

Provisions shall be made at all sealed horizontals to lead moisture accumulated to exterior. A cover shall be snapped over pressure plate to show only a sharp, uninterrupted exterior profile.

All exposed framing surfaces shall be free of scratches and other serious blemishes.

12.3 Installation

All glass framing shall be set in correct locations as shown in the details and shall be level, square, plumb and in alignment with other work in accordance with manufacturer's installation instructions and approved shop drawings. All joints between framing and the building structures shall be sealed in order to secure a watertight installation.

12.4 Protecting and Cleaning

After installation, the general contractor so adequately protects exposed portions of framing surfaces from damages by grinding and polishing compounds plaster lime acid cement or other contaminants the general contractor shall be responsible for final cleaning.

13. WOODEN DOORS

13.1 Scope of Work

The work under this Section shall include all labor, materials, hardware, painting, equipment, and other facilities and the satisfactory performance of all work necessary to complete all doors shown on the Drawings and as specified herein.

13.2 Material Requirements

All lumbers for doors and all woodwork of similar nature shall be Laminated (HDF) High Density Fiber Door with heavy duty lever-type lockset and complete accessories including door closer, heavy duty stainless hinges, door stopper, etc. All doors shall be done in accordance with full sized details which will be furnished, hereafter to the contractor. Door shall have one and three fourth (1 ³/₄) inch finished thickness.

13.3 Construction Requirements

Stiles and rails of panel doors shall have a minimum thickness of 44 mm and a width of 140 mm. Rails shall be frame to stiles by mortise and tenon joints. Rabbets or grooves of stiles by mortise or tenon joints. Rabbets or grooves of stiles and rails to receive panels shall be 6.5 mm wide by 20mm deep. Integral moldings formed on both faces of stiles and framing the panel shall be true to shape and well defined. Intersection of moldings shall be mitered and closely fitted.

Panels of the same species and having a minimum thickness of 20 mm shall be beveled around its edges up to a minimum width of 50 mm, both faces. The beveled edges shall closely fit into the grooves of stiles and rails, but free to move to prevent splitting when shrinkage occurs.

All doors shall be guaranteed against warping, twisting or cracking for a period of twelve (12) months from the date of final acceptance of the finished building. This obligates the Contractor to make good such defects or replace entirely any and all such defective doors.

Framing of the specie(s) shall be fabricated in conformity with the profile and sizes shown on the Plans. Frames shall be assembled with tightly fitted tongue and groove joint mitred at both sides, and nailed. The assembled frames shall be finished square and flat on the same plane. Assembled frames shall be braced temporarily to prevent the distortion during delivery to the site and installation

13.4 Installation

Frame shall be set plumb and square in concrete/masonry work or framework of walls and partitions. Frames set in concrete or masonry shall be painted with hot asphalt at its contact surface and provided with two rows of common wire nails 100 mm long for anchorage. The nails shall be staggered and spaced at 300 mm on center along each row. Frame set in concrete shall be installed in place prior to concrete work.

Frame set in masonry work may be installed after laying of concrete hollow blocks. Space between frames and masonry shall be fully filled with cement mortar proportion 1:3.

14. TILE WORKS

14.1 Scope of Work

This item shall consist of furnishing all vitrified tiles and cementitious material, tools and equipment including labor required in undertaking the proper installation of walls and floor tiles as shown on the Plans and in accordance with this Specification.

14.2 Material Requirements

Glazed tiles and trims shall have an impervious face of vitrified materials fused onto the color scheme approved by the Owner.

Walls to be finished with glazed tile wainscoting or elsewhere indicated as shown on Drawings, shall be chipped off, cleaned thoroughly with a wire brush, wetted with clean water and then pointed up solid with 1:2 cement mortar before applying the tile wainscoting.

Unglazed tiles shall be granite hard dense tile of homogeneous composition. The materials used in the body, the method of manufacture and the thermal treatment determine its color and characteristics.

Vitrified unglazed floor tiles shall be applied in the areas shown in the Plan.

Floor tiles installation shall not be started in spaces requiring wall tile until the wall has been installed.

Floor and wall tiles and their accessories shall be first quality free from lamination, serrated edges, chipped-off corners and other imperfections affecting their quality, appearance and strength. Tiles shall conform to samples approved by the Owner.

Floor and wall tiles shall be of imported or locally manufacture's brand, first in quality.

Samples of all floor and wall tiles shall be submitted to the Owner for approval as to color, texture and quality.

14.3 Installation of Floor Tiles

Floor tiles shall be laid out with 1:3 mortar, at least 10mm thick, tiles and their accessories to be used shall be thoroughly soaked in water before laying.

The mortar shall be spread until the surface of the mortar setting bed is absolutely even and uniformly sloped for drainage as required.

Limit the area that can be covered with tile before the mortar has reached its initial set to what can be placed in one (1) operation. When more setting has been spread that can be thus covered, the unfinished portion shall be cut to a clean leveled edge and removed.

Cement shall uniformly hand-dusted over the surface of the mortar setting beds immediately preceding the setting of the tiles. The tiles shall be placed, firmly pressed and tamped, into the mortar until true and even with finished floor tiles. The tiles shall be laid to a straight edge at regular intervals.

The inner edged of all borders against filed bodies shall be kept straight and any cutting of tiles for irregularities in wall lines or vertical planes shall be done along the outer edges. All surfaces not intended to be level shall be sloped as detailed or directed.

Tile nosing, coves, capping or other molded or shaped pieces shall be thoroughly backed up with mortar. They shall be rigidly set, reinforced, or otherwise made firm and secure

As soon as the cement mortar bed has sufficiently set, the tiles in floors or other horizontal surfaces shall be washed with clean water and joints between the tiles grouted or pointed as detailed or directed

14.4 Installation of Wall Tiles

Wall tiles shall be laid out with 1:3 cement mortar. Tiles and their accessories shall be thoroughly soaked in water before laying. Tiles wainscoting shall be one meter and sixty cm. (1.60m) high from the floor and shall be placed continuously around the entire room including lavatory and the minor partitions, except the doors.

The concrete or masonry wall shall be roughened, cleaned and soaked well with water then followed by a skim of neat cement in such quantity as can be covered with tiles before the initial set of the cement.

Each tiles shall be buttered with the setting mortar tamped in place and brought to a plumb and true surface flush with adjacent tiles already in place. The back of each tile shall be covered with mortar to make the bed full and even.

Vertical units and joints, together with all caps, bases and moulding shall be maintained plumb, level and even. All caps, bases, and mouldings, or other trim tiles shall be backed full with mortar.

As soon as the cement mortar beds have sufficiently set, the tiles for walls or other vertical surfaces shall be washed with clean water and joints between the tiles grouted or pointed as detailed or directed

15. CARPENTRY / WOOD WORKS

15.1 Scope of Work

The scope of work shall consist of furnishing all tools, labor, equipment, and materials, unless otherwise specified to complete all carpentry and joinery works shown on the Drawings and specified herein.

15.2 General Provisions

Lumber shall be approved quality of the respective kinds required for the various parts of the work, well-seasoned, thoroughly dry and free from large, loose or unsound knots, sap shakes or other imperfections impairing its strength, durability or appearance.

Framing lumber shall be of the rough dimensions unless otherwise shown on the Drawings.

All exposed woodwork shall be smoothly dressed and sandpapered.

ANY LUMBER equally good for the purpose intended may be substituted for the kinds specified, subject to the approval of the Owner. Provided, however, that in the substitution of the cheaper kind of lumber that specified, a reduction in the contract price equal to the difference in the cost of the cost of the two kinds of lumber will be made

15.3 Fastenings

Fastenings shall be common nails, glue as specified, flat-head wood screws (F.H.W.S), round-head wood screws (R.H.W.S), bolts or lag screws where specified or called for shall be used.

Conceal fastening as much as possible, or if not possible, locate them in inconspicuous places. Where nailing is permitted through woodwork smooth-finished face, conceal nail heads.

15.4 Protection and Storage

Lumber shall be protected and kept under cover both in transit and all at the job site, and shall be carefully piled off the ground and be insured of proper drainage, ventilation, and protection from the weather. Surface of wood framework, and other wood members coming in contact with or embedded in concrete shall be painted with two (2) coats of hot applied asphalt.

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

Temporary Supports: Make or provide wood centering or other necessary supports for openings in masonry walls accurately, strongly and well braced and secured in position until masonry has set thoroughly.

16. SIGNAGES

16.1 Scope of Work

Contractor shall provide all labor, materials, equipment and services necessary to furnish and install signs of size, material, images, arrangements, components and construction, and related work shown on the drawing and specified herein.

Do not scale drawings for dimensions. Contractor to verify and be responsible for all dimensions and conditions shown by these drawings. Resident Engineer to be notified of any discrepancy in drawing, in field directions or conditions, and/or of any changes required for all such construction details.

16.2 Material Requirement

Materials shall be new stock, free from defects, imperfections strength, durability, and appearance. Provide materials as shown and detailed on drawings and as specified herein.

For exterior signs, provide additional protective coating to assure color integrity and abrasion resistance. Exterior structures which include hinged openings are to be sufficiently weatherproofed to prevent moisture, excessive dust, insects, and debris, from accumulating within interior cabinet areas which are exposed to exterior access.

Letters and signs shall be structurally designed by sign manufacturer to resist a minimum 30 psf wind loads or wind loads established by Codes in effect at the

location of the project, and thermal movements without distortions or excessive deflections.

16.3 Preparation

16.3.1 Pre-Installation Site Inspection

- Visit site with Owner and Designer to determine specific installation conditions and priorities. For exact installation locations for each sign, consult with Designer/Owner.
- If special structure reinforcement is necessary to ensure the proper installation of any signage element, the Contractor must notify the Designer in writing for proper coordination of site preparation.
- Coordinate anchor details and materials with Designer. Notify Designer in writing of conditions detrimental to proper and timely installation of sign work.
- Inspect signs for evidence of damage at site prior to installation.
- Protection: Protect adjacent surfaces from damage during installation.
- Retain protective coverings intact and remove simultaneously from similarly finished items to preclude non-uniform oxidation and discoloration. Restore protective coverings which have been damaged during shipment or installation of Work. Remove protective coverings only when there is no possibility of damage.

16.3.2 Property lines, Easement, Utilities

Contractor shall be responsible for verifying location of existing property lines, easements and utilities that may impact the installation location of any sign structure. Conditions contrary to Designer's indicated locations shall be submitted to the Designer in written or diagrammatic form for review

16.3.3 Surface Conditions

Examine areas and conditions under which work of this specification will be performed. Conditions detrimental to timely and proper completion of Work shall be corrected by the contractor responsible for that portion of the Work. Do not proceed until unsatisfactory conditions are corrected.

16.4 Installation

Follow recommendations and instructions for installation as provided herein (or by manufacturer where instructions are provided). Notify Designer in writing if such installation will not provide permanent, rigid installation in existing conditions.

Install sign units (and components at locations shown or scheduled), securely mounted with concealed, theft-proof fasteners. No exposed fasteners for installation are to be visible unless written approval is obtained from Designer. Attach signs to substrates in accordance with manufacturer's instructions. Provide anchorage and fitting coordinate location in field with Designer.

Support signs until setting time of adhesive with foam tape or other mechanical means that does not damage surrounding surfaces.

For ceiling mounted signs, provide mounting hardware on the sign that allows for sign disconnection, removal, reinstallation, and reconnection.

Securely mount signage in accordance with manufacturer's recommendations and as indicated, set plumb, level and true to line, and at proper height, without warp or rack.

Coordinate and field measure proper location of sign units, where required, with Designer.

Repair or replace damaged units as directed by Designer.

Interface with Other Products: Coordinate sign locations with existing mechanical, electrical, plumbing and landscape elements and notify Designer in writing of any visual or physical conflicts. Coordinate installation of electrical connections with Contractor. G. Sealants: Apply in one uniform, continuous bead.

16.5 Cleaning

At completion of Work, clean sign surfaces so they are free of residue and other foreign materials, leaving ready for acceptance by Owner or Designer.

16.6 Damage and Repair

Repair: Promptly repair any damage to adjacent surfaces which occurred during installation. The Client and Designer will review and approve the Contractor's method/quality of project site repairs and/or replacement items prior to commencement of this Work. This Work will be coordinated by the Client and/or Building Management personnel at their convenience.

Touch Up: Upon completion of installation, visually check exposed surfaces of Work of this specification, and touch up scratches and abrasives to be completely invisible to unaided eye from a distance of five feet.

17. PLUMBING WORKS / WATER DISTRIBUTION SYSTEM

17.1 General

The Contractor shall provide all items, articles, materials, operations, or methods listed, mentioned, or schedule on the drawings and/or herein specified, including all labor, materials, equipment and incidentals necessary and required for their completion.

All fittings, connections, piping, hidden or embedded in concrete shall be subject to inspection by the Owner before covering.

The drawings and these Specifications as complementary to each other, and any labor or materials called for by either, whether or not called for by both, if necessary for the successful operation of any of the particular type of

equipment shall be furnished and installed by the Contractor without additional cost to the Owner. All dimensional locations of fixture, floor drains, risers and pipe chases shall be verified on the architectural drawings and manufacturer's catalogue.

Intent – It is not intended that the drawings shall show every pipe, fitting, valve and appliance. All such items, whether specifically mentioned or not, or indicated on the drawings, shall be furnished and installed if necessary to complete the system in accordance with the best practice of the plumbing trade and to the satisfaction of the Owner.

17.2 Work Included

Work included under this Section shall consist of furnishing all labor, tools, equipment, appliances and materials necessary for complete installation testing and operation of the plumbing system in accordance with these Specifications and all applicable drawings in the contract.

Inside potable water distribution and supply pipes to fixtures and hose bibs/faucets. The Contractor shall furnish all piping materials and accessories of all water supply line located inside the building structures.

Sanitary sewers from the building and their connections to the point of discharge including septic vault as shown in the plans.

Drainage system for the entire building of the point of discharge including pipes, open canals, screening tank and catch basin.

Soil, waste and vent pipe system within the building

Plumbing fixtures, trims and accessories.

Furnishing of water meter, gate valves, check valves and related accessories.

Furnishing and installation of spherical fiber glass water tank and water pump including control for potable water line

Hydrostatic testing and reliability testing.

17.3 Materials

All materials to be used shall conform with the standards below. Use of material shall further be governed by other requirements imposed on other sections of these Specifications.

For Water Pipes

Polypropylene Random (PPR) PN 10 Cold Water Potable Pipes and Fittings shall conform with ASTM and ISO Standards with nominal pressure of 145 psi., Pipe fittings as per manufacturer's specification.

For Sewer Lines

Orange uPVC Sanitary Pipe (for 100mm Diameter and below) uPVC Pipe shall conform with ASTM 2729. Pipes and fittings are specified with integral push on bell complete with elastomeric neoprene O-ring gasket on one end and plain leveled on the other end.

Orange Gravity Sewer Pipe (for above 100mm Diameter) uPVC Pipe shall conform with the Standard Specification of ISO R-161/ISO 4435, SDR-41 Jointing method shall be solvent cement jointing/rubber ring on joint. Pipe fittings shall be as per manufacturer's specifications.

Alternative Materials – Use of materials not specified in these Specifications may be allowed provided such alternative has been approved by the Owner and provided further that tests, if required, shall be done by an approved agency in accordance with generally accepted standards.

Identification of Materials – each length of pipe, fittings, traps, fixtures and devices used in the plumbing system shall have cast, stamped or indelibly marked on it, the manufacturer's trademark or name, the weight, type and classes of product when required by the standards mentioned above.

17.4 Plumbing Fixtures

Water Closet shall be one-piece dual flush button water closet with bidet.

Urinals shall be wall-hung back-inlet type urinal.

For manager's toilet lavatory shall be wash basin with long pedestal and for common toilet lavatory shall be counter top or vessel type wash basin.

Faucets shall be chrome plated brass single-lever single-hole basin mixing faucet.

Shower shall be single-lever shower mixing faucet.

All accessories shall be chrome plated brass and must include toilet paper holder with cover, soap dish, towel ring and double towel bar at least 600mm (length).

Mirror shall be 12mm thick frameless glass with beveled sides & metal backplate.

Kitchen sink shall be dual bowl stainless steel with strainer and kitchen faucet shall be single-lever quarter turn deck mounted kitchen tap.

17.5 Soil, Water, Drain and Vent Pipes

(For Sanitary Sewer Lines)

Underground soil, waste pipes and fittings shall be uPVC Sanitary Pipe, Orange or Brown.

All main vent stacks shall be extended to full size to end above the roofline except where otherwise specifically indicated.

Vent pipes in roof spaces shall run as close as possible to underside of roof, with horizontal piping pitched down to stacks without forming traps. Vertical vent pipes may be connected into one main vent riser above the highest vented fixtures.

Where end or circuit vent pipe from any fixtures or line of fixtures is connected to a vent line serving other fixtures, the connections shall be at least 1,200 mm above the floor on which the fixtures are located, to prevent the use of any vent line as waste pipe, unless indicated otherwise.

Horizontal waste lines receiving the discharge from two or more fixtures shall be provided with end vents, unless separate venting of fixture is noted.

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

17.6 Cleanout, Plugs, Test and Traps

Cleanouts shall be the same size as the pipe but cleanouts larger than 100 mm shall not be required.

Every plumbing fixtures or equipment requiring connection to the sanitary drainage system shall be equipped with a trap. Each trap shall be placed as near the fixture as possible. No fixture shall be double-trapped.

17.7 Valves and Faucets for Building

Valves shall be KITZ or equivalent and shall be provided on all supplied fixtures as specified.

All valves shall be gate valves, check valves and ball valves unless otherwise specified or noted on the drawings.

Valves up to and including 50 mm dia. shall be brass with threaded ends, rough bodies and finished trimmings.

Faucets shall be U.S. made, chrome plated.

17.8 Fixtures and Equipment Supports and Fastenings

Stub-outs for sanitary lines, and vents shall be 300 mm above the floor line, and properly capped or else installed ready to receive the fixtures. The entire comfort room shall be properly tiled and finished, complete with doors and windows.

All fixtures shall be supported and fastened in a safe and in satisfactory manner.

Bolts and nuts shall be horizontal and exposed. Bolts, nuts, cap nuts and screw shall be chromium plated and provided with chromium plated brass washer.

17.9 Drains and Floor Sinks

Floor drains and floor sinks shall be made of high-grade, strong tough and even grained metals.

17.10 Cleaning

All plumbing fixtures shall be properly protected from use and drainage during the construction period. At the end of the work and prior to approval, the fixture shall be cleaned as per manufacturer's recommendations to the satisfaction of the Owner.

All pipes, valves and fittings shall be cleaned of grease and sludge, which may have accumulated. The Contractor shall repair any stoppage or discoloration or other damage to parts of the building, its finished or furnishing due to the system without additional cost to the Owner.

17.11 Defective Work

If inspection or test show any defect, such defect work or matter shall be replaced by the Contractor and inspection and tests repeated until satisfactory to the Owner.

17.12 Septic Tank

Dimensions and locations are indicated in the plan, cement plaster for all inner linings.

Construction shall conform to Sanitary and Plumbing Code of the Philippines.

All septic tank outlets shall be connected to the nearest drainage system.

17.13 Water Meter

Water meter must be "ARAD" or Asahi brand, or approved equivalent, screw type brass bodied with operating pressure conforming to standard specifications of MWSS or LWUA.

The Contractor shall submit certification of calibration issued by authorized government water utility agencies prior to acceptance of the required equipment.

17.14 Testing Requirements

Pressure testing of the piping system shall be performed as work progresses to detect leaks especially at the pipe joints. Testing shall be done prior to

backfilling. Testing shall be made only after all the pipes are properly anchored. Test pressures and procedures as approved by the Engineer.

Pump test shall also be performed to check its performance under actual operating condition. This is done after the installation works so that the whole system including its controls shall be subjected to demonstration test to prove that they operate and function satisfactorily.

All pipes, fittings, valves, joints and couplings found to be defective or cracked during the test should be removed and replaced by the Contractor at his own expense.

18. ELECTRICAL WORKS

18.1 General

GENERAL REQUIREMENTS contain requirements essential to these specifications and apply whether or not individually referred to under this section.

18.1.1 Scope of Works

The work shall consist of the supply of labor, materials, equipment and other facilities necessary to complete the Electrical Works

All works herein shall comply with the pertinent provisions of the latest edition of the Philippine Electrical Code and is hereby made part of the Contract.\

Compliance with the provisions herein shall be Contractor's responsibility to provide as part of the Contract Work and without separate payment therefore.

NOTE: *Expenses for the power connection/tapping from the existing local Electric Cooperative including electric meter deposit, billing deposit, drop wires and other accessories necessary for the energization of the project shall be provided by the Contractor under the name of the Philippines Fisheries Development Authority.*

18.1.2 Execution and Installation Works

The work under this contract shall be done in accordance with the provision of the latest edition of the Philippine Electrical Code, the Rules and Regulations of the Bureau of Labor and Standards and in compliance with the requirements of the local utility company. Nothing contained in these Specifications or shown in the drawing shall be construed as to conflict with national and local ordinance or laws governing the installation of electrical works and all such laws and ordinances are hereby made part of these specifications. The contractor is required to meet the requirement thereof.

18.1.3 Guarantee

The Contractor shall guarantee that the electrical system are free from all grounds and from all defective workmanship and will remain so for a period of one year from the date of acceptance of the work. The Contractor at his owns expense shall remedy any defects, appearing within the aforesaid period.

18.1.4 Workmanship

The work throughout shall be executed in the best and most thorough manner under the direction of and to the satisfaction of the PFDA who will interpret the meaning of the Drawings and Specifications and shall have power to reject any work and materials that in his judgment are not in full accordance therewith.

18.1.4.a Standard of Materials

All materials shall be new and shall conform to the standards of Underwriter's Laboratories, Inc., IEEE, NEMA and Philippine Standard Agency (PSA) for every case where such a standard has been established for the particular type of materials in questions.

All materials on all systems shall comply with the specifications, and all material, which is not specified, shall be of the best of their respective kind.

18.1.4.b Ground Test

The entire installation shall be free from improper grounds and from short circuits. Test shall be made in the presence of the PFDA. Each panel shall be tested with mains connected to the feeder and branches, and all switches closed all fixtures in place and permanently connected, lamps removed or omitted from the sockets and all switches closed. Each individual power feeder shall be tested with the power equipment connected for proper and intended operation. In no case shall the resistance be less than that allowed by the Regulations for Electrical Equipment of Buildings. Failure shall be corrected in a manner satisfactory to the PFDA.

18.1.4.c Performance Test

It shall be the responsibility of the Contractor to test all system of the entire electrical installation for proper operational condition. This condition shall apply to the power and lighting installation as well as low voltage and alarm control, signal and communication systems. Where sequence operation is required, the Contractor shall test for proper sequence of the entire electrical installation for satisfactory working condition as approved by the PFDA.

18.1.4.d Completion Requirements

Remove waste and debris resulting from this work, as work progresses and upon completion.

Service and adjust moving or mechanical parts for smooth, quiet and proper operating condition.

Touch-up abraded or damaged prime paintings or galvanizing and leave clean and ready for finishing work required.

18.1.4.e Trade/Brand Names

Trade/Brand names of equipment are intended only to show the degree of standardization on which the design of the particular work is based and also to avoid ambiguous description of the equipment. The indication of the trade/brand names therefore shall in no way be considered to limit the acceptability of other products of equal or better performances, functions, reliability and durability.

18.1.4.f Inspection Test

The Contractor in the presence of the owner's representative shall conduct inspection and tests. These tests shall be for the normal operation of the entire electrical system of the project. The decision made by the owner's representative for correction on any item of work, alteration of incorrect installation, or replacement of defective materials, or any other defects as found by him shall be final and must be complied with by the Contractor within forty-eight (48) hours after receipt of the official written communication before final acceptance can be made.

18.1.4.g Temporary Light and Power

The Contractor shall provide, install and maintain adequate incoming service transformer, light feeders, branch circuits, outlets, lamps and fixtures, as required for performance of the work by all trades engaged in the construction of the building structures and installation.

18.2 Lighting System

The lighting system shall be complete in every aspect, all as indicated in the plans.

If anything has been omitted in any item of work or material usually furnished which are necessary for the completion of the lighting system work as outline hereunder, then such item must be and hereby included in this section of the work.

Each lighting outlet shall have standard deep 100 mm. Octagonal or square box for each ceiling and bracket fixture installation. Each box shall finish flush against concrete and plaster walls or ceiling, except for exposed work.

The Contractor shall provide and install all lighting fixtures of the size and type as indicated in the drawings. All fixtures shall be wired and installed completely including all lamps and/or tubes, transformers, ballast, supports, canopies, globes, and other parts and devices necessary for the complete installation and operation.

18.2.1 Re-lamping

The Contractor shall furnish and install all lamps for the entire lighting fixture installations and shall replace all broken or burned out lamps up to the time that the owner takes final acceptance of the work.

18.2.2 Lighting Fixtures / Luminaires

- 1 x 40 watts suspension mounted Linear Fluorescent Lighting Fixture complete with reflector, diffuser, brackets and mounting rods, similar to Fumaco's "Fidelis Luminaire".
- Recessed mounted downlight lighting fixture with center frosted glass cover and plain mirrorized reflector; 100mm overall dia. fitted white powder coated flange and black gear box, complete with E27 socket and 18 watts CFL daylight lamp.
- 75mm diameter unidirectional pin light with 3 watts warm white LED lamp.

18.3 Wiring Devices

18.3.1 Switches

Wall switches shall be rated at 15-amps, 240-volts, illuminated switch, wide series, one-way or three-way as required. The type of switch shall be tumbler or snap-on as required, *Panasonic*. Where switches are installed surface mounted, they shall be installed in type FS conduit fittings and provided with surface mounting covers.

Switches shall not arc during switching operations. Wall switches shall be mounted 1400 mm. from center of device to FFL.

18.3.2 Receptacles

Receptacles outlets shall be flush-mounted, single or duplex (wall-mounted) or pop-up single or duplex (floor-mounted) rated at 20-amps, 240-volt connection with grounding, wide series, *Panasonic* or equivalent. Type and color of receptacle outlet plates shall be as selected by the Engineer and appropriate samples of outlet and plates shall be submitted prior to purchase of device.

Weatherproof, if any, shall be *Panasonic* brand. Wall receptacles shall be mounted 300mm from floor finish unless otherwise indicated in the plan.

18.3.3 Outlets and Switch Boxes

All outlets or whatever kind for all systems, there shall be provided suitable outlet boxes or other fittings specially designed to receive the type of devices to be mounted thereon.

All outlet boxes shall be uPVC type.

Boxes installed in damp or wet locations shall be specifically approved for the purpose and shall be so placed and constructed as to prevent moisture from entering or accumulating within the box.

In walls or ceiling constructed of wood, concrete or other similar materials, boxes and covers shall be flush with finished surfaces. Number of wires and devices contained in the box shall be in accordance with the code. Where necessary flush square outlet boxes shall be fitted with extension rings or raised cover plates.

Boxes shall be securely and rigidly fastened to surface upon which they are mounted or embedded in concrete or masonry, and shall be supported from a structural member of building either directly or by using substantial and approved metal braces.

Standard outlet boxes shall be of the octagonal, square or rectangular shapes and only deep types no less than 54mm depth shall be used for all installations.

18.4 Pull boxes and Wire Gutters

Pull boxes and wire gutters for the pulling or concealment of wires or cables shall be provided where indicated and also where required though not indicated. It shall be made of steel sheets, thickness not less than gauge 16, galvanized and painted with anti-rust primer.

Pull boxes shall be provided on all conduit runs exceeding 30 meters between outlets, and shall be sufficiently set by bolts braces and fasteners. In large pull boxes, cables shall be tied or racked in an approved manner.

18.5 Raceways and Conduits

18.5.1 Non-Metallic Conduits

All conduits shall be unplasticized Polyvinyl Chloride (uPVC), schedule 40, and uniform wall thickness. It shall be compression and impact resistant, non-corrosive, weatherproof as manufactured by *Moldex*, *Neltex*, *Emerald* or its approved equal. The material shall not support combustion and shall not deteriorate when exposed to sunlight, rain and other elements.

18.5.2 Metallic Conduits

Conduit shall be Electrical Metallic Tubing (EMT), zinc coated or galvanized high strength steel tubing meeting Philippine Electrical Code specifications and conforming Underwriter's Laboratories, Inc. requirements.

For ceiling drop, conduit shall be flexible metal conduit equal to *Hokki*. The material shall be hot-dip galvanized steel and shall have extruded polyvinyl covering with integral ground.

18.5.3 Installation of Conduit System

Conduits shall be installed and supported in a rigid and satisfactory manner. No conduits shall be used in any system smaller than 20mm (1/2") outside diameter trade size, nor shall have more than four quarter bends in any one run between outlets and/or fittings. When necessary, pull boxes shall be provided as directed by the Engineer.

All cut ends of conduit shall be reamed to remove rough edges. Where a conduit enters a box or fitting, bushing shall be provided to protect wire from abrasion, unless design of box or fitting is such as to afford equivalent protection.

Raceways shall be installed at right angles or parallel to building lines. Conduit shall be firmly fastened within 300mm of each outlet box fitting or cabinet by means of standard clamps and intermediately spaced no more than 1.0 meter. All clamps, bolts, straps, etc. shall be galvanized and painted metal.

Support and braces may be welded to structural steel with the specific approval of the Engineer. When running over concrete surfaces, the screws shall be held in place by expansion sleeves.

18.6 Wires and Cables

600 Volt grade wire shall be copper, hard drawn and annealed and shall be of 98% conductivity.

Wire or cable for lighting and power systems shall be plastic insulated type THHN/THWN as noted on plans or as specified. All wires 8.0 mm² and larger shall be stranded unless noted on plans.

No wire smaller than 3.5 mm² shall be used except where otherwise specified. Control leads for motors shall be types THHN/THWN, unless otherwise indicated.

All wires shall be color coded (Black, Red, Yellow, Green) and shall be as manufactured by *Phelpsdodge*, *Philflex*, *Columbia* or its approved equal.

Ungrounded conductors shall have distinct insulation color from grounded and grounding wires. Grounding wires and cables shall be colored green or white or as approved by the Engineer.

18.6.1 Cable and Connectors

The connection of conductors from sizes 8.0mm² and larger shall be made with copper, solderless, pressure type connectors. Connection shall be done without damaging the individual cable strands. Connectors shall be provided insulators or fish paperboard separators.

18.6.2 Installation of Wires and Cables

Conductors or cable shall not be installed in conduits, raceway until such systems has been completed, nor it be installed until the inside of conduit has been cleaned.

The Contractor shall exercise due care to prevent damage to conductors, insulation or sheathing when pulling wires and cables.

All feeder cables installed shall be continuous from origin to panel or equipment terminations without running splices in pull box except where taps and splices are approved by the Engineer using suitable connectors.

Wires and cables for power and lighting shall be in separate conduit from any wires or cables for communication and signal systems.

Where cable passes through building exterior walls and underground identification tags of non-corrosive materials shall be stamped on each end and every route.

Wires and cables inside panel boards and control boxes shall be bind by means of plastic straps in a neat and orderly manner.

18.7 Panel Boards

Panel board shall be as specified in the approved plans.

All protective devices shall meet NEMA and Underwriter Laboratories Inc. specifications. In multiple circuit breakers, all poles shall be interrupted simultaneously during fault conditions.

All bus bars and current carrying parts shall be high conductivity copper and shall have current density not more than 1.5 amperes per sq.m. of cross sectional area and shall be heavier where required for mechanical strength. Supply with non-ferrous or galvanized bolts, nuts, washers and other required attachment devices.

Each and every panel shall be provided on the inside of the door, with directory frame protected by a transparent plastic window, containing typed card indicating the member and designation of the circuits.

All panels shall have swing type dead front cover and multi-grounding bus or lugs with pressure type terminals of sufficient quantity and size and so located inside as to permit easy termination of cables.

Panel boards shall be supplied and installed by Contractor as specified in the plan.

18.8 Circuit Breakers

Circuit breakers shall consist of quick-make, quick break operating mechanism, thermal magnetic trip unit on each pole and enclosed in a molded

phenolic case. The thermal magnetic trip unit shall provide time delay overload protection in case of overload and instantaneous trip for short circuit condition in any one pole.

Rating of circuit breaker shall be suitable for each service application and shall be specified as to rated voltage, current, type, frame, size and frequency as manufactured by similar to *Schneider or Westinghouse*.

Enclosure of individual circuit breakers or knife switches shall be general purpose NEMA type 1 or rain tight NEMA type 3R or as required according to the specific duty called for.

Section VII. Drawings

(See Separate Documents)

Section VIII. Bill of Quantities

BID PROPOSAL FORM
RENOVATION OF PFDA CENTRAL OFFICE AT PCA ANNEX BUILDING
BID PRICE SUMMARY

Work Items	Bid Amount EDC + VAT + Mark-up (In Pesos)
I. EXTERIOR WORKS	
A. Roof Rehabilitation	_____
B. Granolithic Accent Wall Restoration	_____
C. Exterior Painting Works	_____
D. Glass Curtain Wall Restoration	_____
Sub-Total of I	_____
II. INTERIOR WORKS	
A. Floor Finishes	_____
B. Ceiling Works	_____
C. Masonry Works	_____
D. Wall Partition Walls	_____
E. Fenestration (all items w/ complete & heavy duty access.)	_____
F. Carpentry/Wood Works	_____
G. Painting Works	_____
H. Interior Waterproofing Works	_____
I. Acrylic, Steel and Metal Works	_____
J. Plumbing Works	_____
K. Electrical Works	_____
Sub-Total of II	_____
III. CONSTRUCTION SAFETY AND HEALTH PROGRAM	_____
Sub-Total of III	_____
IV. GENERAL ITEMS	
A. Provision of Temporary Facilities (including temporary storage and bunk house, temporary partitions, power line & water line)	_____
B. Provide Building Inspection Tools & Equipment	_____
for PFDA Construction Management Group	_____
Sub-Total of IV	_____
V. MOBILIZATION / DEMOBILIZATION	_____
Sub-Total of V	_____
Total Estimated Construction Cost (Php)	_____

TOTAL BID PRICE (In Figures, PhP)

In words :

Construction Company :

Contractor's Representative :

Signature

:

BID PROPOSAL FORM
RENOVATION OF PFDA CENTRAL OFFICE
 PCA Annex Building I, Elliptical Road, Diliman, Quezon City

ITEM NO.	DESCRIPTION OF WORKS	PFDA QUANTITY	BIDDER QUANTITY	UNITS	UNIT COST (Estimated Direct Cost & Mark-ups & Value Added Tax)	TOTAL COST
I.	EXTERIOR WORKS					
A.	Roof Rehabilitation					
	1.0 Tinsmity Works	889.00		sq.m.		
	a. Replacement of Long Span upVC Roof Rib Type Sheet 2.50mm thick	1.00		lot		
	b. Roof Trusses Repainting	202.00		sq.m.		
	2.0 Exterior Waterproofing with concrete topping					
	Sub-Total of I-A					
B.	Granolithic Accent Wall Restoration					
	1.0 Wall Polishing and Sealer Application	288.00		sq.m.		
	Sub-Total of I-B					
C.	Exterior Painting Works					
	1.0 Parapet Wall	183.00		sq.m.		
	2.0 Exterior Wall	408.00		sq.m.		
	3.0 Louvers	1,392.92		sq.m.		
	Sub-Total of I-C					
D.	Glass Curtain Wall Restoration					
	1.0 Replacement of 6mm thk. Tempered Reflective Glass	1.00		l.s.		
	2.0 Dismantling of existing glass panels	731.00		sq.m.		
	3.0 Windows mechanism & frame repair/repaint	1.00		l.s.		
	Sub-Total of I-D					
	TOTAL OF I					
II.	INTERIOR WORKS					
A.	Floor Finishes					
	1.0 Polished Floor Concrete Works	2,082.00		sq.m.		
	a. Floor vinyl & floor cement tiles removal					

ITEM NO.	DESCRIPTION OF WORKS	PFDA QUANTITY	BIDDER QUANTITY	UNITS	UNIT COST (Estimated Direct Cost & Mark-ups & Value Added Tax)	TOTAL COST
	b. Fully bonded - polished concrete topping with control joints application	2,086.00		sq.m.		
	c. Stair floor polishing	162.00		sq.m.		
	2.0 Raised Floor System	15.00		sq.m.		
	Sub-Total of II-A					
B.	Ceiling Works					
	1.0 Straight drop ceiling: 12mm thk Gypsum Board on Metal Furrings	1,682.00		sq.m.		
	2.0 12mm thk Moisture Resistant Gypsum Board on Metal Furrings	155.00		sq.m.		
	3.0 Wood Grain Finished PVC Ceiling Panels	123.20		sq.m.		
	Sub-Total of II-B					
C.	Masonry Works					
	1.0 CHB Laying	427.00		sq.m.		
	2.0 Wall Plastering	717.00		sq.m.		
	3.0 Tile Works @ toilets and pantry					
	a. Removal of existing floor and wall tiles	359.00		sq.m.		
	b. Installation of floor and wall tiles	790.00		sq.m.		
	Sub-Total of II-C					
D.	Wall Partition Works					
	1.0 Dry Wall Partition					
	a. Fiber Cement Board on Metal Tracks	638.00		sq.m.		
	b. Soundproofing sheets	85.00		sq.m.		
	c. Block Wall: Floor to curtain wall connection	137.00		sq.m.		
	2.0 Glass Partition	438.00		sq.m.		
	Sub-Total of II-D					
E.	Fenestration (all items with complete and heavy duty accessories)					
	1.0 Glass Doors	1.00		l.s.		
	2.0 Laminated HDF Panel Doors	1.00		l.s.		
	3.0 Phenolic Toilet Cubicle Doors / Partitions	18.00		sets		
	4.0 Metal Doors	1.00		set		
	5.0 Glass Windows	1.00		l.s.		

ITEM NO.	DESCRIPTION OF WORKS	PFDA QUANTITY	BIDDER QUANTITY	UNITS	UNIT COST (Estimated Direct Cost & Mark-ups & Value Added Tax)	TOTAL COST
F.	Carpentry / Wood Works Sub-Total of II-E 1.0 Storage Shelves, Overhead and Undercounter Cabinet 2.0 Electrical Panel Board Cabinets 3.0 Wood Laminates on 1/4" Plywood Backing 4.0 Phenolic Folding Sliding Doors 5.0 Phenolic Glass with Cushioned Leatherette Panels 6.0 Handrail and Balusters 7.0 Artificial Grass (Tea Leaves) 8.0 Wooden Baseboard Sub-Total of II-F	1.00 4.00 2.00 2.00 1.00 34.00 9.00 986.00		l.s. sets sets sets l.s. l.m. sq.m. l.m.		
G.	Painting Works 1.0 Interior Walls: Semi-gloss Latex Roller Finish 2.0 Ceilings: Flat Latex Roller Finish 3.0 Metal/Wood items: Automotive Lacquer / Ducco, Spray Finish Sub-Total of II-G	829.40 2,583.00 1.00		sq.m. sq.m. l.s.		
H.	Interior Waterproofing Works Sub-Total of II-H	206.00		sq.m.		
I.	Acrylic, Steel and Metal works 1.0 Signages 2.0 Balcony Railings Sub-Total of II-I	1.00 1.00		l.s. l.s.		
J.	Plumbing Works 1.0 Plumbing Fixtures and Fittings 2.0 Cold Water Line System: PPR PN 10 pipe 3.0 Storm Drainage & Sewerage System 4.0 Septic Tanks & Catch Basins Sub-Total of II-J	1.00 1.00 1.00 1.00		l.s. l.s. l.s. l.s.		
K.	Electrical Works					

ITEM NO.	DESCRIPTION OF WORKS	PFDA QUANTITY	BIDDER QUANTITY	UNITS	UNIT COST (Estimated Direct Cost & Mark-ups & Value Added Tax)	TOTAL COST
	1.0 Lighting Fixtures					
	a. 1x40 Watts suspension mounted Linear Fluorescent Lighting Fixture complete with refractor	249.00		sets		
	b. 100mm dia. Recessed Mounted Downlight Lighting Fixture complete with 18 watts CFL Lamp	325.00		sets		
	c. 75mm dia. Undirectional 3 watts warm white LED pinlight	11.00		sets		
	d. LED strip Lighting Fixture	534.00		l.m.		
	2.0 Wiring Installation					
	a. 2.0 sq.mm. THHN wire	56.00		rolls		
	b. 3.5 sq.mm. THHN wire	37.00		rolls		
	c. 5.5 sq.mm. THHN wire	30.00		rolls		
	d. 8.0 sq.mm. THHN wire	320.00		l.m.		
	3.0 Wiring Devices					
	a. Single Gang Switch	20.00		sets		
	b. Two Gang Switch	36.00		sets		
	c. Three Gang Switch	52.00		sets		
	d. Three Way Switch	2.00		sets		
	e. Duplex Convenience Outlet	307.00		sets		
	4.0 Conduits & Panel Boards					
	a. Enclosed 30AT Circuit Breaker	18.00		assy		
	b. Enclosed 40AT Circuit Breaker	30.00		assy		
	c. Enclosed 60AT Circuit Breaker	3.00		assy		
	d. LP1A & LP2B	2.00		assy		
	e. LP2A & LP3B	2.00		assy		
	f. LP3A & LP4B	2.00		assy		
	g. LP4A	1.00		assy		
	h. 15mm dia. EMT conduit	1,490.00		l.m.		
	i. 20mm dia. EMT conduit	86.00		l.m.		
	j. 20mm dia. PVC conduit	1,340.00		l.m.		

ITEM NO.	DESCRIPTION OF WORKS	PFDA QUANTITY	BIDDER QUANTITY	UNITS	UNIT COST (Estimated Direct Cost & Mark-ups & Value Added Tax)	TOTAL COST
	k. Brackets, Supports and Hangers	1.00		l.s.		
	5.0 Electrical Boxes, Fittings & Miscellaneous					
	a. Boxes	1.00		l.s.		
	b. Fittings	1.00		l.s.		
	c. Miscellaneous	1.00		l.s.		
	6.0 Grounding System	1.00		l.s.		
	Sub-Total of II-K					
	TOTAL OF II					
III.	CONSTRUCTION SAFETY AND HEALTH PROGRAM	1.00		l.s.		
	TOTAL OF III					
IV.	GENERAL ITEMS					
	A. Provision of Temporary Facilities (including temporary storage and bunk house, temporary partitions, power line & water line)	1.00		l.s.		
	B. Provide Building Inspection Tools & Equipment for PFDA Construction Management Group	1.00		l.s.		
	TOTAL OF IV					
V.	MOBILIZATION / DEMOBILIZATION	1.00		l.s.		
	TOTAL OF V					
	TOTAL DIRECT COST					

RENOVATION OF PFDA CENTRAL OFFICE AT PCA ANNEX BUILDING

BILL OF QUANTITIES

NOTE:

- 1.0 The items, description and quantities given on the first three columns of this list guides only to the Bidder interpreting the plans and specifications. The PFDA is not responsible for any mistakes, inaccuracies, duplications or omissions in these list special quantities which shall never be a basis for additions nor deletions to the scope of work. Only the entries of the Bidder on the last three columns consisting of his own take off quantities from the plans and his unit cost and corresponding sums shall be considered.
- 2.0 These bill of quantities and costing as prepared by the Bidder cannot be used as basis for claims for any extra work, but may only be used solely by the Owner as aid in judging if bid is a responsive bid.
- 3.0 The unit and total bid prices must include all direct and indirect cost/expenses such as overhead, contingencies and miscellaneous (OCM); profit; value added tax, and other obligations of any kind under which the contract must be borne by the Contractor since they are necessary to install, construct and complete the whole of the contract in accordance with the bid documents.
- 4.0 Use the Form, "Detailed Estimates (Detailed Unit Price Analysis) in the preparation of Detailed Cost Estimate (Derivation of Unit Cost and Lump Sum Item) for every work item.

Section IX. Bidding Forms/ Contract Forms

CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENT

1. TECHNICAL COMPONENT ENVELOPE

CLASS “A” DOCUMENTS

<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or
<input type="checkbox"/>	(b) 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
<input type="checkbox"/>	(c) 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
<input type="checkbox"/>	(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u>Technical Documents</u>	
<input type="checkbox"/>	(e) 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
<input type="checkbox"/>	(f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; and
<input type="checkbox"/>	(g) Philippine Contractors Accreditation Board (PCAB) License; or Special PCAB License in case of Joint Ventures; and registration for the type and cost of the contract to be bid; and
<input type="checkbox"/>	(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
<input type="checkbox"/>	(i) Project Requirements, which shall include the following:
<input type="checkbox"/>	a. Organizational chart for the contract to be bid;
<input type="checkbox"/>	b. List of contractor’s key 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;
<input type="checkbox"/>	c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; and
<input type="checkbox"/>	d. Original duly signed Statement of Availability of Key Personnel and Equipment
<input type="checkbox"/>	(j) 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.
<input type="checkbox"/>	(k) Original Notarized Affidavit of Site Inspection;
<input type="checkbox"/>	(l) Original and duly signed List of Proposed Subcontractors;
<input type="checkbox"/>	(m) Original and duly signed Letter of Authority to Validate Submitted Documents.
<u>Financial Documents</u>	
<input type="checkbox"/>	(n) The prospective bidder's audited financial statements, showing, among others, the prospective bidder'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; <u>and</u>
<input type="checkbox"/>	(o) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
CLASS "B" DOCUMENTS	
<input type="checkbox"/>	(p) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; <u>or</u> 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.

2. FINANCIAL COMPONENT ENVELOPE

<input type="checkbox"/>	(q) Original of duly signed and accomplished Financial Bid Form; <u>and</u>
<u>Other documentary requirements under RA No. 9184</u>	
<input type="checkbox"/>	(r) Original of duly signed Bid Prices in the Bill of Quantities; <u>and</u>
<input type="checkbox"/>	(s) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; <u>and</u>
<input type="checkbox"/>	(t) Cash Flow by Quarter.

TECHNICAL COMPONENT ENVELOPE
Class “A” Document
Technical Documents

LIST OF ON-GOING GOVERNMENT and PRIVATE CONSTRUCTION CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name : _____

Business Address : _____

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

Note: This statement shall be supported with:

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

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

STATEMENT SHOWING THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT WHICH IS SIMILAR IN NATURE

Business Name : _____

Business Address : _____

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

Note: This statement shall be supported with:

- 1 Owner's Certificate of Final Acceptance or the Certificate of Completion
- 2 Whenever applicable, the Constructor Performance Evaluation Summary (CPES) Final Rating which must be satisfactory.
- 3 Contract

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

Bid-Securing Declaration FORM

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement 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 No. 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; and
 - 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.

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 OR ITS AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ **until** _____

Roll of Attorneys No. _____

PTR No. ____, *[date issued]*, *[place issued]*

IBP No. ____, *[date issued]*, *[place issued]*

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

BID SECURITY FORM (BANK GUARANTEE)

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

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

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

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

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

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

DATE _____ SIGNATURE _____ OF _____ THE _____ BANK
WITNESS _____ SEAL _____

* To be accompanied by a confirmation from the bank that it issued the Bank Guarantee

BID SECURITY: SURETY BOND

BOND NO.: _____
DATE BOND EXECUTED: _____

By this bond, We (Name of Bidder) (hereinafter called "the Principal") as Principal and (Name of Surety) of the country of (Name of Country of Surety), authorized to transact business in the country of (Name of Country of Employer) (hereinafter called "the Surety") are held and firmly bound unto (Name of Employer) (hereinafter called "the Employer") as Obligee, in the sum of _____, callable on demand, for the payment of which sum, well and truly to be made, we, the said Principal and Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this _____ day of _____ 20 _____

WHEREAS, the Principal has submitted a written Bid to the Employer dated the _____ day of _____ 20 _____, for the _____ (hereinafter called "the Bid").

NOW, THEREFORE, the conditions of this obligation are:

- 1) If the Principal withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2) If the Principal does not accept the correction of arithmetical errors of his bid price in accordance with the Instruction's to Bidders; or
- 3) If the Principal having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
 - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor
- b) liable for a greater sum than the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Employer.

This Surety executing this instrument hereby agrees that its obligation shall be valid for 120 calendar days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived.

PRINCIPAL _____

SURETY

SIGNATURE(S) _____

SIGNATURES(S)

NAME(S) AND TITLE(S) _____

NAME(S)

SEAL _____

SEAL _____



Republic of the Philippines
Department of Finance
INSURANCE COMMISSION
1071 United Nations Avenue

C E R T I F I C A T I O N

This is to certify that **[NAME OF INSURANCE COMPANY]** is licensed to transact non-life insurance business in the Philippines for [state lines such as **FIRE, MARINE, CASUALTY and SURETY**] lines under **Certificate of Authority No. _____** effective **[date: day/month/year]** until **[date: day/month/year]**, unless sooner revoked or suspended for cause.

It is certified, moreover, that **[NAME OF INSURANCE COMPANY]** is authorized under its license to issue surety bonds required by the Implementing Rules and Regulations of R.A. No. 9184, and that the insurance company had issued [state surety bond: [type of surety bond] with **[BOND NUMBER]** which **callable upon demand** together with the principal **[NAME OF THE PRINCIPAL]** in favor of the obligee **[NAME OF THE OBLIGEE]** in the amount of **[AMOUNT OF WORDS]** (Php _____) for the project: **[NAME OF THE PROJECT]**, certified photocopy [or duplicate] of said bond was submitted by the company to the Insurance Commission.

This Certification is issued upon the request of **[NAME OF THE REQUESTING PERSON]**, [Position] of [Name of Insurance Company], pursuant to the Revised implementing Rules and Regulations of R.A. No. 9184.

Issued on this *[day/month/year]*.

City of Manila, Philippines.

For the Insurance Commissioner:

[NAME OF THE IC DIVISION MANAGER]

IC Division Manager
Regulation, Enforcement,
& Prosecution Division

** To be accompanied by a certification from the Insurance Commission stating that the Bonding Company is authorized to issue a security*

CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT

Submit Copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to him to include in the chart, among others, the names of the required proposed Key Personnel as indicated in ITB Clause 10.4 of the Bid Data Sheet and other Key Engineering Personnel.

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

Note: This organization chart should represent the "Contractor's Organization" required for the Project, and not the organizational chart of the entire firm.

QUALIFICATION OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT

		Project Manager/ Engineer (Licensed Civil Engineer)	Electrical Engineer (Licensed Electrical Engineer)					Materials Engineer II	Safety Officer	Foreman
1	Name									
2	Address									
3	Date of Birth									
4	Employed Since									
5	Experience									
	Total Experience (Years)	Required	10	5				5	5	10
		Actual								
	Experience in Similar Project (Years)	Required	5 (see note below)	2 (see note below)				2	2	10
		Actual								
6	Previous Employment									
7	Education									
8	PRC License/Accreditation/Certification/ training (as required) Attached Supporting Documents for validation purposes									

Note: Refer to ITB Clause 10.4 of the Bid Data Sheet for the minimum work experience requirements for each key personnel.

- For the Project Manager/Engineer: at least 10 years practice of the profession and 5 years as Project Manager/Engineer in Building Construction and Civil Work Projects, of which, a minimum of 3 year experience in Building Repair(s). In addition, has also managed/supervised a building construction project with a minimum amount of Php 15M.
- For the Electrical Engineer: at least 5 year experience as Electrical Engineer in Building Construction and Civil Work Projects, of which, a minimum of 2 year experience in Building Repair(s). In addition, has also managed/supervised a construction project with a minimum amount of Php 10M.
- Materials/ Engineer II shall be DPWH Accredited. Attached Proof of Accreditation.
- Safety Officer shall be certified by BWC of DOLE or with Certificate of Training in Occupational Safety and Health. Attached DOLE Certificate of Accreditation or Certificate of Completion of Training.

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

KEY PERSONNEL (FORMAT OF BIO-DATA/RESUME)

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

- Authorized Managing Officer / Representative
- Sustained Technical Employee

1. Name : _____
2. Date of Birth : _____
3. Nationality : _____
4. Education and Degrees : _____
5. Specialty : _____
6. Registration : _____
7. Length of Service with the Firm : _____ Year from _____ (months) _____ (year)
To _____ (months) _____ (year)
8. Years of Experience : _____
9. If Item 7 is less than the required number of years, give name and length of service with previous employers. (attached additional sheet/s), if necessary:

Name and Address of Employer

Length of Service

_____	_____ year(s) from _____ to _____
_____	_____ year(s) from _____ to _____
_____	_____ year(s) from _____ to _____

10. Experience:

This should cover the number of years of experience required under ITB Clause 12.1b (ii.2) of the Bidding Documents for each of the required key personnel (Attached as many pages as necessary to show involvement of personnel in projects using the format below).

1. Name : _____
2. Name and Address of Owner : _____
3. Name and Address of the Owner's Engineer (Consultant) : _____
4. Indicate the Features of Project (particulars of the project components and any other particular interest connected with the project) : _____
5. Contract Amount Expressed in Philippine Currency : _____
6. Position : _____

7. Structures for which the employee was responsible : _____

8. Assignment Period : from _____ (months) _____ (years)
: to _____ (months) _____ (years)

Name and Signature of Employee

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

(Place and Date)

(The Authorized Representative)

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

Business Name :

Business Address :

[illegible]

This Certifies that the above list of equipment are in good working condition and will be available for use during the execution of the Project.

Submitted by : _____
(Printed Name & Signature)

Designation : _____
Date : _____

Note:

- (a) if owned: Submit proof of ownership of equipment i.e. receipt, etc.
(b) If leased and/or under purchase agreement: submit proof of lease and/or under purchase agreement (with corresponding engine numbers, chassis numbers and/or serial numbers) and Certification of availability of equipment in good working condition for the duration of the Project issued by the Equipment Lessor/Vendor.

STATEMENT OF AVAILABILITY OF KEY PERSONNEL AND EQUIPMENT

[Date of Issuance]

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

Attention : The Chairman
Bids and Awards Committee

Dear Sir:

In compliance with the requirements of the Philippine Fisheries Development Authority (PFDA) for the bidding of the Construction, Rehabilitation and Improvement of Zamboanga Fish Port Complex, we certify that [Name of the Bidder] has in its employ key personnel, such as Project Manager, Senior Architect, Project Engineers, Materials Engineer, Safety Officer and Foreman who may be engaged for the construction of the said contract.

Further, we likewise certify the availability of equipment that [Name of the Bidder] owns, has under lease, and/or has under purchase agreement that may be used for the construction contracts.

Very truly yours,

[Name of the Representative]
[Position]
[Name of Bidder]

Omnibus Sworn Statement

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], 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)];

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, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS 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]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

AFFIDAVIT OF SITE INSPECTION

I, (Representative of the Bidder), of legal age, (civil status), Filipino and residing at (Address of the Representative), under oath, hereby depose and say:

1. That I am the (Position in the Bidder) of the (Name of the Bidder), with office at (Address of the Bidder);
2. That I have inspected the site for the Construction, Rehabilitation and Improvement of Zamboanga Fish Port Complex;
3. That I am making this statement as part of the requirement for the Technical Proposal of the (Name of the Bidder) for the Construction, Rehabilitation and Improvement of Zamboanga Fish Port Complex.

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

[Insert NAME OF BIDDER OR ITS 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]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

LIST OF PROPOSED Subcontractors

The Bidder is required to insert below the names of all Subcontractors (to include the Specialty Subcontractors) proposed for the Project and to indicate the specific work they will be required to undertake:

Name of Subcontractors	Elements of Work to be Undertaken

Provision of the above information shall not be taken to mean that the above-named Subcontractors will be acceptable in the event that the Bidder is awarded the Contract. Before being allowed to sublet any element of work, the selected Contractor will be required to further demonstrate the capabilities of the proposed Subcontractor and seek permission from the Engineer to sublet such work to that Subcontractor.

(Signed by Authorized Representative of
the Bidder):

Date: _____

LETTER OF AUTHORITY TO VALIDATE SUBMITTED DOCUMENTS

The General Manager
Philippine Fisheries Development Authority
PCA Annex Bldg., Elliptical Rd., Diliman
Quezon City

Attention : The Chairman
Bids and Awards Committee

Dear Sir/Madame:

Reference is made to our Application for eligibility and to Bid for the hereunder contract

Name of Contract : _____
Location : _____
Brief Description : _____

In accordance with Republic Act 9184 and its Implementing rules and Regulations (IRR), we/I hereby authorize the Philippine Fisheries Development Authority or its authorized representative/s to verify the statements, documents and information submitted herewith to substantiate our eligibility to participate in the bidding for the above-mentioned contract.

You may contact the following persons to provide further information with regard to this application:

	NAME	TEL. NUMBER	FAX NUMBER
a. Technical Matters			
b. Financial Matters			
c. Personnel Matters			

Very truly yours,

Name of firm/Contractor

By:

Name and Signature of Authorized Representative
Position/Designation: _____
Date: _____

TECHNICAL COMPONENT ENVELOPE
Class “A” Document
Financial Documents

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

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

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

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

NFCC = [(current asset – current liabilities) (15)] minus value of all outstanding contracts including those awarded contracts but not yet started

NFCC = Php _____

Submitted by:

Name of Firm / Contractor

Signature of Authorized Representative

Date: _____

NOTE:

As per Section 23.1.b) of IRR of R.A.9184: For Joint Venture Bidder, the partner responsible to submit the NFCC shall likewise submit the Statement of all its on-going contracts and Audited Financial Statements.

FINANCIAL COMPONENT ENVELOPE

BID FORM FOR THE PROCUREMENT OF INFRASTRUCTURE PROJECTS
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines² for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

² currently based on GPPB Resolution No. 09-2020

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Renovation of PFDA Central Office at PCA Annex Building

UNIT PRICE ANALYSIS

Pay Item No. :
Description :

Unit Price :
Quantity :

P / UNIT
UNIT

REF. NO.	DESCRIPTION	QTY.	UNIT	NO. OF HOURS	UNIT COST	TOTAL AMOUNT
A.	EQUIPMENT					
	TOTAL (A)					
B.	LABOR					
	TOTAL (B)					
	OUTPUT UNIT / hr				
	TOTAL (A + B)					
	UNIT COST (EQUIP. + LABOR)	P / UNIT				
C.	MATERIAL/BASIC ITEM					
	TOTAL (C)					
	UNIT COST (MATERIAL)		P / UNIT			
D.	ESTIMATED DIRECT COST (EDC)					
E.	DIRECT UNIT COST (EDC/QUANTITY)					
F.	OVERHEAD, CONTINGENCIES & MISCELLANEOUS		 %		
G.	PROFIT		 %		
H.	VALUE ADDED TAX			5 %		
I.	TOTAL COST (D + F + G + H)					
TOTAL UNIT PRICE (I / QTY.)		P / UNIT				

**SUMMARY SHEET INDICATING THE UNIT PRICES OF
CONSTRUCTION MATERIALS, LABOR RATES AND EQUIPMENT
RENTALS**

The Bidder shall submit Summary Sheets indicating the unit prices of construction materials, labor rates and equipment rentals/owned/leased used in coming up with the Bid.

AS ATTACHMENT

Contract Name : _____
 Location : _____

CASH FLOW BY QUARTER AND PAYMENT SCHEDULE

PARTICULAR	% WT.	1 ST Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	5 th Quarter	6 th Quarter	7 th Quarter	8 th Quarter	9 th Quarter	10 th Quarter	11 th Quarter	12 th Quarter
ACCOMPLISHMENT													
CASH FLOW													
CUMULATIVE ACCOMPLISHMENT													
CUMULATIVE CASH FLOW													

Submitted by:

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

Date: _____

One of the requirements from the bidder to be included in its Financial Component Envelope is the Cash Flow by Quarter and Payment Schedule.

DRAFT CONTRACT

CONTRACT AGREEMENT FORM

[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the**

Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
[Insert Name of Supplier]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

DRAFT Contract Agreement

KNOW ALL PERSONS BY THESE PRESENTS:

This Contract, made and entered into this _____ day of _____
by and between:

The PHILIPPINE FISHERIES DEVELOPMENT
AUTHORITY (PFDA), a government-owned corporation,
established under Presidential Decree No. 977, with
principal office address at the 2nd-4th Floors, PCA Annex
Building, Elliptical Road, Diliman, Quezon City, herein
represented by its General Manager, ATTY. GLEN A.
PANGAPALAN and hereinafter referred as the
AUTHORITY.

- AND-

Whereas, the Philippine Fisheries Development Authority (PFDA) is
empowered by the Department of Agriculture (DA) to implement the Post-Harvest and
other Infrastructure Component of the _____;

WHEREAS, in a public bidding conducted by the Authority, the bid of the
Contractor has been determined as the lowest calculated responsive bid;

WHEREAS, under Board Resolution No. _____ dated -
_____ the PFDA Board of Directors award the Contract for
_____.

NOW, THEREFORE, for and in consideration of the foregoing premises and
mutual covenants, stipulation and agreements herein contain, the Authority and the
Contractor have agreed, as they do hereby agree and contract, as follows:

ARTICLE I

CONTRACT DOCUMENTS

The following documents, hereinafter referred to as Contract Documents, shall be
deemed integral parts of this Contract, as fully as if hereto attached or herein stated,
and shall continue to govern and control in full force and effects the rights and
obligations of the parties as if the documents were set forth in full except as otherwise
modified by mutual agreement in writing of both parties, to wit:

- a) Contract Agreement
- b) Conditions of Contract
- c) Drawings/Plans
- d) Specifications

- e) Invitation to Bid
- f) Instruction to Bidders
- g) Addenda
- h) Bid Form including the following Annexes in Two (2) Envelopes:

The First Envelope shall contain of the eligibility and technical documents:

(a) Eligibility Documents:

Class "A" Documents

- 1. Registration Certificate from Securities & Exchange Commission (SEC) or Department of Trade and Industry (DTI)
- 2. Mayor's permit
- 3. Statement of all its on-going and completed government and private contracts
- 4. PCAB License
- 5. Audited financial statements
- 6. NFCC computation
- 7. Tax Clearance

Class "B" Document:

- 1. Joint Venture Agreement, if applicable

(b) Technical Documents

- 1. Bid security as to form, amount and validity period
- 2. Organizational chart
- 3. List of contractor's personnel
- 4. List of contractor's equipment units, owned or leased
- 5. Sworn statement in accordance with Section 25.3 of the IRR of RA 9184
- 6. Affidavit of Site Inspection

The Second Envelope (Financial Proposal) shall contain the following:

- 1. Bid prices in the bill of quantities in the prescribed bid form
- 2. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid

3. Breakdown of Lump Sum Bid items
 4. Cash flow by the quarter and payment schedule
- i) Performance Security
 - j) Notice of Award of contract and contractor's "conforme" thereto
 - k) Other contract documents that may be required by the Authority

The Contract Documents shall be complementary and supplementary to each other and what is called for or prescribed by one shall be considered as if called or prescribed by the other. In case of any discrepancy between, or of any defective prescription, errors, omissions, or ambiguity in any of the Contract Documents, the Contractor shall promptly submit the matter in writing. Such determination by the Authority shall be final and binding upon the Contractor and the latter shall accordingly proceed with the work strictly in accordance with such determination.

ARTICLE II

CONTRACTOR'S UNDERTAKING

The Contractor shall, in accordance with the provision and subject to the terms and conditions contained in the Contract Documents and supplied by the Authority and the Authority's written corrective determination mentioned in Article I hereof, fully and faithfully furnish to the satisfaction of the Authority all necessary labor, equipment, materials, tools, supplies, machinery and perform all operations (including mobilization, supervision and other similar or necessary acts) required for the _____ complete and ready for use and services as per plans and specifications.

ARTICLE III

CONTRACT PRICE

In consideration of the work to be performed by the Contractor as specified in Article II, the Authority shall pay the Contractor the fixed sum of _____ in the manner herein prescribed. It is understood that that all billings shall be based on work actually performed as verified by the Authority.

All payments made by the Authority to the Contractor shall be at all times subject to the usual government accounting and auditing procedures and requirements.

This amount is deemed full compensation for everything furnished and done by the Contractor under this Contract, including all works required but not specifically mentioned and also for all losses or damages arising out of the work aforesaid from the action of the elements or from any obstruction or difficulty encountered in the prosecution of this Contract, for all expenses incurred by or in consequence of the suspension or discontinuance of the Contract and the whole thereof, at the time and in the manner provided in the Contract Documents.

ARTICLE IV

MANNER OF PAYMENT

The Authority shall pay the Contractor the Price of _____ subject to the following terms and conditions:

1. The CONTRACTOR, upon his request shall receive from the AUTHORITY an advance payment equivalent to fifteen percent (15%) of the total Contract Price.
2. The advance payment shall be made only upon submission to and acceptance by the AUTHORITY of an irrevocable standby letter of credit of equivalent value from a commercial bank or a guarantee payment bond, callable on demand, issued by a surety or insurance company duly licensed by the Office of the Insurance Commissioner and confirmed by the AUTHORITY.
3. The advance payments shall be repaid by the Contractor by deducting fifteen percent (15%) from its periodic progress payments.
4. The AUTHORITY shall have the right to deduct from the CONTRACTOR progress billing certain amount as may be necessary to cover third party liabilities, as well as uncorrected discovered defects in the project.
5. The CONTRACTOR, shall therefore, receive its progress payment less the retention money, 2.0% expanded withholding tax, 5% Final VAT and other deductions provided for the Contractor, if any.

ARTICLE V

WORK COMPLETION

The work called for in this Contract, as specified in Article II hereof, shall be completed within _____ calendar days. This Contract time shall commence to run after ten (10) calendar days following the receipt by the CONTRACTOR of the Notice to Proceed issued by the AUTHORITY.

The CONTRACTOR, may, however, ask for extension of the contract period through a written request submitted to the AUTHORITY 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.

Condition for the granting of extension of contract time shall be based on the applicable provisions of the Implementing Rules and Regulations of RA 9184.

ARTICLE VI

PERFORMANCE SECURITY

Before the signing of the Contract, the Contractor shall furnish the AUTHORITY a performance security in the form of cash, certified check, manager's check, cashier's check, bank draft, bank guarantee, letter of credit issued by a reputable bank, surety bond callable on demand, issued by the Government Service Insurance System or by

a surety or insurance companies duly accredited by the Office of the Insurance Commissioner, or a combination thereof, in accordance with the following schedule:

- a. Cash, or cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit issued by a Universal of Commercial Bank-ten percent (10%) of the total contract price.
- b. Surety bond callable on demand issued by a surety or insurance company duly certified by the Insurance commission as authorized to issue such security-thirty percent (30%) of the contract price.

The performance security shall be posted in favor of the AUTHORITY and shall guarantee the faithful performance by the CONTRACTOR of its obligations under the contract prepared in accordance with the bidding documents.

The performance security shall be posted in favor of the AUTHORITY, and shall be forfeited in favor of the AUTHORITY in the event it is established that the CONTRACTOR is in default in its obligations in this contract.

The following provisions shall form part of the performance security: "The right to institute action on the penal bond pursuant to Act No. 3688 if any individual firm, partnership, corporation and association supplying the CONTRACTOR with labor and material for the prosecution of the work is hereby acknowledge and confirmed.

Subject to the conditions of the contract, the performance security may be released by the AUTHORITY after the issuance of the Certificate of Completion of the contract, provided that there are no claims for labor and materials filed against the contractor or the surety company.

The CONTRACTOR shall post an additional performance security to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of adjustments in unit prices, and/or change orders extra work orders, and supplemental agreements. The CONTRACTOR shall post the extension of the validity of the performance security to cover approved contract time extensions.

ARTICLE VII

RETENTIONS

The AUTHORITY shall deduct and withhold from every progress payment due to the Contractor an amount equivalent to ten percent (10%) of the amount due as retention. After fifty percent (50%) of the work shall have been completed to the satisfaction of the AUTHORITY and in accordance with the time schedule of work completion, no further amount shall be withheld or retained from any subsequent progress payments.

All amounts withheld or retained shall be paid to the Contractor upon final acceptance of the work and only after presentation to the Authority by the Contractor of a Guaranty Bond issued by the GSIS in an amount equivalent to ten percent (10%) of the total contract price including the cost of extra work if any, and affidavit executed by the Contractor stating that all wages and salaries of each employee, cost of materials and/or supplies, damages if any, or other obligations arising out this contract,

whether directly or indirectly have all been fully paid or settled, subject to No. 5 Art. Hereof.

ARTICLE VIII

OPTION TO COMPLETE WORK

In any case the CONTRACTOR, at any time before the satisfactory completion of the work and acceptance by the Authority of the project, should fail, refuse or neglect to supply the needed materials, equipment or workmen or should abandon the project, the Authority may, at its option, provide materials, equipment and all necessary labor, after giving the Contractor a written notice at least three (3) days before supplying the said materials, equipment or labor in order to complete the project.

The AUTHORITY may then proceed with the execution of the project in accordance with the plans and specifications until the same is completed. The AUTHORITY may, in the same event, engage the service of another Contractor to complete the work in accordance with the contract. In any case, the AUTHORITY shall have the right to charge the cost of completion of the project to the Contractor, directly against his performance security, if under this or if any other contract. Nothing in this Article shall relieve the Contractor or in any diminish its responsibility to the AUTHORITY for all cases, the Contractor shall be liable to the AUTHORITY for all forms of damages that may be suffered by it, by reason of the Contractor's failure, refusal or neglect to supply the necessary materials, equipment and labor or its abandonment of the project.

ARTICLE IX

DELAY AND LIQUIDATED DAMAGES

It is understood that in the execution of the work herein contracted, time is of essence. For that matter, if the Contractor refuses or fails to complete the undertaking called for within the contract period as specified herein, or any extension or extensions thereof, the Contractor shall pay the AUTHORITY the fixed and liquidated damages or to collect or charge such liquidated damages against the performance security filed by the Contractor or from the retention money, whichever is convenient and expeditious to the AUTHORITY; provided, however, that no liquidated damages or any excess cost shall be charged when the delay in the completion of the undertaking is due to unforeseeable or fortuitous events or causes beyond the control and without the fault or negligence of the Contractor, or to any cause directly attribution to the AUTHORITY.

The determination of the amount of liquidated damages shall be based on the applicable provisions of RA 9184.

ARTICLE X

LIABILITY TO THIRD PERSONS

All damages and losses of whatever nature that may be suffered by third persons as a result, directly or indirectly, of the fault or negligence of the Contractor in the execution of its work or performance of its undertaking under this contract shall be sole responsibility of the Contractor. The Contractor therefore shall save and hold the AUTHORITY free and exempt from all claims for damages, losses, penalties and liabilities of whatever kind or nature including all causes of action, suits, judgments arising from death or injury to person or damage to property resulting from the Contractor's fault or failure to exercise the diligence required in the execution of its work and in the performance of its undertakings.

It is the duty of the Contractor, in order to minimize if not eliminate the incidence of such damages or losses that may be inflicted upon third persons, to provide all necessary safeguards including the posting of warning signs strategic points of the work area and its vicinity to the end that incidents that may result in injury or death to persons and damage to property may be avoided or prevented.

ARTICLE XI

WARRANTY

The Contractor shall assume full responsibility for the contract work from the time project construction commenced up to final acceptance by the AUTHORITY 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 and shall be required to put up a warranty security in accordance with the following schedule:

- a. Cash or letter of credit - five percent of the contract price
- b. Bank guarantee – ten percent of the contract price
- c. Surety bond callable on demand – thirty percent of the contract price

The warranty security shall remain effective during the applicable warranty period in Section 62.2; specifically under sub-sections 62.2.1; 62.2.2; 62.2.3; and 62.2.4 of RA 9184 and shall be returned only after the lapse of the said warranty period.

ARTICLE XII

NO EMPLOYER-EMPLOYEE RELATIONSHIP

The Contractor is not an employee of the AUTHORITY and there is absolutely no employer employee relationship between them. All personnel, workmen and laborers hired by the Contractor, all persons contracted by its sub-contractors, if allowed under Art. XVII hereof, for the work shall be deemed employees or agents of

the Contractor solely and never that of the AUTHORITY. Hence, personal injury or death, or any other forms of damages, caused by the said employees or agents or sub-contractor.

ARTICLE XIII

SUPPLETORY USE OF CONTRACT DOCUMENTS

The contract documents shall be suppletory to this contract. Any and all deficiencies in the provision of this contract intended to be covered hereby otherwise connected with or related to the project covered hereby, but not expressly covered by the provisions of this contract, shall be supplied by the contract documents.

In case of irreconcilable conflict between the provisions of the contract documents and agreement, the latter shall prevail.

ARTICLE XIV

VALIDITY CLAUSE

If any or any condition of this contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

ARTICLE XV

CONTRACT TERMINATION AND JURISDICTION

Should the Contractor fail to comply with any of its obligations and responsibilities or violate any of the terms and conditions hereof, the AUTHORITY may terminate this contract without need of judicial action or intervention by serving upon the Contractor a written notice to that effect at least fifteen (15) days prior to the intended date of termination; provided, that such termination shall not relieve the Contractor of its liabilities and responsibilities under this contract nor shall the AUTHORITY, by such termination be deemed to have waived any right that may have accrued in its favor and against the Contractor.

ARTICLE XVI

TAXES, DUTIES AND FEES

The Contractor shall give all necessary notice to and obtain the necessary permits and sanction of the proper government authorities in respect to the project. All taxes, duties and fees of whatever nature arising out of, or connected with this contract, execution of work contemplated herein, or which may be due and payable in all tools, equipment, labor and materials, plants, supplies and other facilities necessary for the performance and accomplishment of the project, including the transport or movement thereof, shall be for the sole account and responsibility of the Contractor. Any fee, imposition, charge, fine, penalty or loss or damage paid or incurred by the AUTHORITY by reason of any breach of this stipulation by the Contractor shall be reimbursed by the Contractor as soon as the demand therefore is made by the AUTHORITY.

The Contractor certifies under oath that is free and clear of all tax liabilities to the government and will pay the taxes in full and on time. Failure to do so will entitle the AUTHORITY to suspend payment for the work accomplished by the Contractor. Moreover, the Contractor is required to regularly present within the duration of the contract, appropriate tax clearance from the Bureau of Internal Revenue as well as a copy of its income and business tax returns duly stamped and received by the Bureau of Internal Revenue and duly validated with the tax payments made thereon.

ARTICLE XVII

ASSIGNMENT AND SUB-CONTRACTING

The Contractor shall not assign its rights or obligations under this contract, nor sub-contract any portion of the work covered by this contract, without the prior written approval of the AUTHORITY. Violation of these conditions shall be sufficient ground for the termination by the AUTHORITY of this contract.

ARTICLE XVIII

NON-WAIVER OF RIGHTS

No document, except the Certificate of Final Acceptance, shall be accepted as evidence of the satisfactory completion of the project. No proof of payment shall be taken or construed as an acceptance of satisfactory performance of the work or the good quality of the materials used, whether in whole or in part as contemplated in this contract.

ARTICLE XIX

VENUE OF ACTION

The venue of any action or suit arising out of or necessarily connected with this contract for whatever cause shall be the proper courts of Quezon City.

ARTICLE XXI

CONTRACT EFFECTIVITY

Notwithstanding, full compliance with all the legal requirements for the effectivity of this contract, no rights or obligations shall be accrues in favor of any against any party hereunder unless and until written certification to the funds cover the cost of the contract are available is issued by the Chief, Accountant of the AUTHORITY, who shall, for this purpose, affix her/his signature hereon as an instrumental witness and certify to the availability of funds pursuant to and in accordance with the existing laws.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in their names through their respective authorized representatives this _____ in Quezon City.

**PHILIPPINE FISHERIES
DEVELOPMENT AUTHORITY**

BY:

BY:

General Manager

SIGNED IN THE PRESENCE OF:

Accounting Division

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in Quezon City, personally appeared on this _____ day of _____, _____ the following persons with their valid identification cards as follows:

Name	Type of I.D. & No.
_____	_____
_____	_____
_____	_____

ALL known to me and to me known as the same persons who executed the foregoing Contract consisting of _____ (____) pages including this page and they acknowledge to me that the same is their true and voluntary act and deed.

WITNESS, MY HAND AND SEAL, in the date and place, first above written.

Notary Public

Doc. No. _____ Page No. _____
Book No. _____
Series of _____

PERFORMANCE SECURING DECLARATION

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful _____ performance _____ by _____ the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-

user.

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 OR ITS 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].

NAME OF NOTARY PUBLIC

Serial No. of Commission

Notary Public for _____ until

Roll of Attorneys No.

PTR No. _____ [date issued], [place

IBP No. _____ [date issued], [place

issued]

issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

