

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

**PROPOSED CONSTRUCTION OF EIGHT (8) STOREY WITH
BASEMENT BAGBAG INTEGRATED HIGH SCHOOL
BUILDING INCLUDING LAND DEVELOPMENT (PHASE 1)
AT BARANGAY BAGBAG, DISTRICT 5, QUEZON CITY**

20-00152

**Fifth Edition
August 2016**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the “Works”) through Competitive Bidding have been prepared by the Government of the Philippines (GoP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the Government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), local government units (LGUs), and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory¹ use in projects that are financed in whole or in part by the GoP or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R. A. 9184).

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

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

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

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

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

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

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

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Section I. Invitation to Bid

Notes on the Invitation to Bid

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

- (a) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website and the website of the Procuring Entity concerned, if available, and the website prescribed by the foreign government/foreign or international financing institution, if applicable, for seven (7) calendar days starting on the date of advertisement; and
- (b) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned for seven (7) calendar days, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned.
- (c) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Sections 21.2.1(c) of the 2016 Revised IRR of R.A. 9184²;

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

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

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

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

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



REPUBLIC OF THE PHILIPPINES
QUEZON CITY GOVERNMENT



BIDS AND AWARDS COMMITTEE FOR INFRASTRUCTURE & CONSULTANCY
2nd floor, Finance Building, Procurement Department, Quezon City Hall Complex, Elliptical Road, Quezon City

December 29, 2020

INVITATION TO BID

#	ITB NO.	PROJECT TITLE	BARANGAY	DISTRICT	AMOUNT	DURATION CALENDAR DAYS	OFFICE	SOURCE OF FUND
Parks - Small B								
1	20-00099B	PROPOSED LANDSCAPE IMPROVEMENT OF K-H STREET SIDEWALK (FROM KAMIAS ROAD TO K-9th STREET)	WEST KAMIAS	3	2,240,729.70	60	Parks Development & Administration Department	Engineering Department - Continuing
2	20-00102B	PROPOSED DEVELOPMENT OF OPEN SPACE AT CORDILLERA STREET, HOBART VILLAGE	KALIGAYAHAN	5	5,229,473.37	105	Parks Development & Administration Department	Engineering Department - Continuing
Roads - Small B								
3	20-00014B	PROPOSED BIKE LANE AT VARIOUS ROADS IN QUEZON CITY (CLUSTER 4)	VARIOUS BARANGAYS, QUEZON CITY	-	9,422,817.14	30	City Engineering Department	General Fund - Engineering Department
4	20-00117B	PROPOSED ASPHALT OVERLAY AND IMPROVEMENT AT NEW YORK AVENUE	KAMUNING/ PINAGKAISAHAN	4	3,373,553.64	25	City Engineering Department	Engineering Department - Continuing
Buildings - Small B								
5	20-00035B	PROPOSED IMPROVEMENT OF ELECTRICAL SYSTEM OF NICK M. JOAQUIN SENIOR HIGH SCHOOL	BAHAY TORO	1	2,158,497.58	120	City Engineering Department	Special Education Fund
6	20-00037B	PROPOSED REHABILITATION OF ROOF DECK AND UPPER ROOF DECK AT QCRRMO BUILDING	CENTRAL	4	2,515,087.12	120	City Engineering Department	General Fund - Engineering Department
Buildings - Medium B								
7	20-00150	PROPOSED CONSTRUCTION OF NEW KAMUNING PUBLIC MARKET (PHASE 1) AT BARANGAY KAMUNING, DISTRICT 4, QUEZON CITY	KAMUNING	4	173,882,714.62	510	City Engineering Department	General Fund - Engineering Department
8	20-00151	PROPOSED CONSTRUCTION OF FOUR (4) - STOREY WITH DECK GALAS PUBLIC MARKET (PH 2) AT BARANGAY SAN ISIDRO GALAS, DISTRICT 4, QUEZON CITY	SAN ISIDRO GALAS	4	175,879,005.85	360	City Engineering Department	General Fund - Engineering Department
Building - Large A								
9	20-00152	PROPOSED CONSTRUCTION OF EIGHT (8) - STOREY WITH BASEMENT BAGBAG INTEGRATED HIGH SCHOOL BUILDING INCLUDING LAND DEVELOPMENT (PHASE 1) AT BARANGAY BAGBAG, DISTRICT 5, QUEZON CITY	BAGBAG	5	361,540,887.52	420	City Engineering Department	Special Education Fund

1. The **QUEZON CITY LOCAL GOVERNMENT** now invites bids for Various Projects. Completion of the works is required *as stated above*. 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.

2. Bidding Documents may be downloaded by interested Bidders starting **December 30, 2020** from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and through the website of the Procuring Entity at quezoncity.gov.ph. Bidders may acquire a complete set of Bidding Documents on **January 04, 2020** upon submission of the complete requirements for the purchase of the Bidding Documents listed below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB.

STANDARD RATES:

Approved Budget for the Contract	Maximum Cost of Bidding Documents (in Philippine Peso)
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00
More than 50 Million up to 500 Million	50,000.00

Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of the bids.

3. The following are the requirements for purchase of Bidding Documents;

1. PhilGEPS Registration Certificate (Platinum – 3 Pages)
2. Document Request List (DRL)
3. Authorization to purchase bidding documents
 - 3.1 Secretary's Certificate (for corporation)
 - 3.2 Special Power of Attorney (for sole proprietorship)
4. Notarized Joint Venture Agreement (if applicable)
5. Letter of Intent

It must be duly received by the BAC Secretariat at 2nd Floor, Procurement Department, Finance Building, Quezon City Hall Compound on or before **January 06, 2020 - 5:00PM**

4. The **QC- BAC- INFRASTRUCTURE & CONSULTANCY** will hold a Pre-Bid Conference on **January 07, 2020 at 10:00 AM at 2nd Floor, Procurement Department-Bidding Room, Finance Building, Quezon City Hall Compound** or we encourage the prospective bidders to join through our **Virtual Conference (ZOOM APP)**

Meeting ID: 854 9489 0133

Password : 273320

5. Bids must be duly received by the BAC Secretariat at the address below on or before **January 19, 2020 – 9:00AM**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause**.

Bid opening will be on **January 19, 2020 - 10:00AM at 2nd Floor, Procurement Department-Bidding Room, Finance Building, Quezon City Hall Compound**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address stated above. Late bids shall not be accepted. Bidders may also join through our **Virtual Conference (ZOOM APP)**

Meeting ID: 810 3646 5257

Password : 201522

6. The **Quezon City Local Government** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

7. For further information, please refer to:

ATTY. DOMINIC B. GARCIA

OIC, Procurement Department

2nd Floor, Procurement Department,

Finance Building, Quezon City Hall Compound

Elliptical Road, Barangay Central Diliman, Quezon City.

Tel. No. (02)8988-4242 loc. 8506/8710

Email Add: procurement@quezoncity.gov.ph

Website: www.quezoncity.gov.ph

By:


ATTY. MARK DALE DIAMOND P. PERRAL
Chairman BAC-Infra and Consultancy

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

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

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

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A. General

1. Scope of Bid

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

2. Source of Funds

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

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

- 3.1. Unless otherwise specified in the **BDS**, the Procuring Entity, as well as bidders and contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Funding Source:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Procuring Entity, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019;
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;

- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract funded by the Funding Source.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 34.

4. Conflict of Interest

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:
- (a) A Bidder has controlling shareholders in common with another Bidder;
 - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
 - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;
 - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
 - (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
 - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or
 - (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
 - (b) If the Bidder is a partnership, to all its officers and members;

- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c) or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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

5. Eligible Bidders

5.1. Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this Bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines.
- (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino ownership or interest is less than seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**.

5.3. Government owned or controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially

autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

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

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

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

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

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

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

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

6. Bidder's Responsibilities

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

- 6.2. The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

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

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

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

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

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

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

- 6.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 6.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods and Services

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

8. Subcontracts

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

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids, but not earlier than seven (7) calendar days from the posting of the Invitation to Bid/Bidding Documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be

made available to prospective bidders not later than five (5) days upon written request.

- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

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

C. Preparation of Bids

11. Language of Bids

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

12. Documents Comprising the Bid: Eligibility and Technical Components

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

(a) Eligibility Documents –

Class “A” Documents

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

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

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

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner’s name and address;
- (ii.5) nature of work;
- (ii.6) contractor’s role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
- (ii.7) total contract value at award;
- (ii.8) date of completion or estimated completion time;
- (ii.9) total contract value at completion, if applicable;
- (ii.10) percentages of planned and actual accomplishments, if applicable; and

(ii.11) value of outstanding works, if applicable.

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

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

Class "B" Documents

(v) If applicable, Joint Venture Agreement (JVA) in accordance with RA 4566.

(b) Technical Documents –

- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instruments.
- (ii) Project Requirements, which shall include the following:
 - (ii.1) Organizational chart for the contract to be bid;
 - (ii.2) List of contractor's personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data. These personnel must meet the required minimum years of experience set in the **BDS**; and
 - (ii.3) List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case

may be, which must meet the minimum requirements for the contract set in the **BDS**; and

- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with **ITB** Clauses 15.1 and 15.3; and
- (b) Any other document related to the financial component of the bid as stated in the **BDS**.

13.2. (a) Unless otherwise stated in the **BDS**, all Bids that exceed the ABC shall not be accepted.

- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
- (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of infrastructure projects) and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.
- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

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

15. Bid Prices

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

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

16. Bid Currencies

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

17. Bid Validity

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

18. Bid Security

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

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other</i>	Two percent (2%)

<i>banks certified by the BSP as authorized to issue such financial instrument.</i>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, the Bank Draft/Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or</p>	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 32.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB** Clause 18.2.

18.4. Upon signing and execution of the contract, pursuant to **ITB** Clause 31, and the posting of the performance security, pursuant to **ITB** Clause 32, the successful Bidder's Bid Security will be discharged, but in no case later than the Bid Security validity period as indicated in **ITB** Clause 18.2.

18.5. The bid security may be forfeited:

(a) if a Bidder:

- (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
- (ii) does not accept the correction of errors pursuant to **ITB** Clause 27.3(b);
- (iii) has a finding against the veracity of the required documents submitted in accordance with **ITB** Clause 28.2;
- (iv) submission of eligibility requirements containing false information or falsified documents;
- (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
- (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
- (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
- (viii) refusal or failure to post the required performance security within the prescribed time;
- (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
- (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) if the successful Bidder:

- (i) fails to sign the contract in accordance with **ITB** Clause 31;
- (ii) fails to furnish performance security in accordance with **ITB** Clause 32.

19. Format and Signing of Bids

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

20. Sealing and Marking of Bids

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

20.4. All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 20.1;
- (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.

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

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

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

22. Late Bids

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

23. Modification and Withdrawal of Bids

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of

Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the Bids in public, immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the BDS, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in ITB Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible Bidder whose first bid envelope was rated "passed." The second envelope of each complying Bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed." Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.

- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR.:
- a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - b) Mayor’s/Business permit issued by the local government where the principal place of business of the Bidder is located; and
 - c) Audited Financial Statements showing, among others, the prospective Bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the document required in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iv) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8. The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the Bid Opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

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

26. Clarification of Bids

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

27. Detailed Evaluation and Comparison of Bids

- 27.1. The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 27.2. The Lowest Calculated Bid shall be determined in two steps:
 - (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 27.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary "pass/fail" criterion. The BAC shall consider the following in the evaluation of bids:
 - (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 27.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 27.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.
- 27.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 27.7. If so indicated pursuant to **ITB** Clause 1.2. Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the bid or combination of bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 27.3.

28. Post Qualification

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

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

- 28.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 28.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.
- 28.5. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid, with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation of contract award.
- 28.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the Bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

29. Reservation Clause

- 29.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any

liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

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

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

F. Award of Contract

30. Contract Award

- 30.1. Subject to **ITB** Clause 28, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 30.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or by registered mail or electronically, receipt of which must be confirmed in

writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder; or
 - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a pre-condition to the Award;
- (b) Posting of the performance security in accordance with **ITB** Clause 32;
- (c) Signing of the contract as provided in **ITB** Clause 31; and
- (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31. Signing of the Contract

31.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

31.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.

31.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

31.4. The following documents shall form part of the contract:

- (a) Contract Agreement;
- (b) Bidding Documents;
- (c) Winning Bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including

corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

32. Performance Security

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

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Ten percent (10%)
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such</i></p>	

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

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

33. Notice to Proceed

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

34. Protest Mechanism

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is Quezon City Government</p> <p>The name of the Contract is PROPOSED CONSTRUCTION OF EIGHT (8) STOREY WITH BASEMENT BAGBAG INTEGRATED HIGH SCHOOL BUILDING INCLUDING LAND DEVELOPMENT (PHASE 1) AT BARANGAY BAGBAG, DISTRICT 5, QUEZON CITY</p> <p>The identification number of the Contract is Invitation to Bid No. 20-00152</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through Special Education Fund in the amount of Three Hundred Sixty One Million Five Hundred Forty Thousand Eight Hundred Eighty Seven Pesos & 52/100 Cts. (₱ 361,540,887.52).</p> <p><i>NOTE: In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of Government-Owned and/or –Controlled Corporations, Government Financial Institutions, and State Universities and Colleges, the Corporate Budget for the contract approved by the governing Boards; in the case of Local Government Units, the Budget for the contract approved by the respective Sanggunian.</i></p> <p>The name of the Project is PROPOSED CONSTRUCTION OF EIGHT (8) STOREY WITH BASEMENT BAGBAG INTEGRATED HIGH SCHOOL BUILDING INCLUDING LAND DEVELOPMENT (PHASE 1) AT BARANGAY BAGBAG, DISTRICT 5, QUEZON CITY</p>
5.1	<p>In addition, eligible bidders shall qualify or comply with the following:</p> <ol style="list-style-type: none"> Bidders with valid Philippine Contractors Accreditation Board (PCAB) Type <ul style="list-style-type: none"> Building - Large A Completed construction project(s) which is similar to the Project and which cost at least fifty percent (50%) of the ABC.
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5.4(a)	No further instructions.
5.4(b)	For this purpose, similar contracts shall refer to contracts which have the same major categories of work.
6.1	The Bidder or its duly authorized representative shall submit a validly executed sworn statement and other validly executed bidding forms prescribed in Section IX. Bidding Forms (Omnibus Sworn Statement,

	Affidavit of Undertaking, Bid Securing Declaration & Affidavit of Site Inspection)
6.3	The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site and shall submit site inspection report/certification.
8.1	Subcontracting is not allowed
8.2	Not applicable
9.1	The QC-BAC- Infrastructure and Consultancy will hold a pre-bid conference for this Project on JANUARY 07, 2020 – 10:00 A.M. at 2 nd Floor, Procurement Department-Bidding Room, Finance Building, Quezon City Hall Compound or we encourage the prospective bidders to join through our Virtual Conference (ZOOM APP) Meeting ID: 854 9489 0133 Password : 273320
10.1	The Procuring Entity's address is: QUEZON CITY GOVERNMENT Quezon City Hall Compound Barangay Central, Quezon City ATTY. DOMINIC B. GARCIA Procurement Department 2 nd Floor, Finance Building, Quezon City Hall Compound, Barangay Central, Quezon City 8988-4242 loc. 8709/8710 Email Add: procurement@quezoncity.gov.ph Website: www.quezoncity.gov.ph
12.1	Additional Contract Documents relevant to the Project as required: 1. Construction Schedule and S-curve, 2. Manpower Schedule, 3. Construction Methods, 4. Equipment Utilization Schedule, 5. PERT/CPM or other acceptable tools of project scheduling, shall be included in the submission of Technical Proposal.
12.1(a) (ii)	Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid within the last three (3) years prior to the deadline for the submission and receipt of bids substantially in a form prescribed by the QC-BAC Infrastructure and Consultancy; and Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, in accordance with ITB Clause 5.4, within the last three (3) years prior to the deadline for the submission and receipt of bids substantially in a form prescribed by the QC-BAC Infrastructure and Consultancy, must be accompanied by a copy of Certificate of Acceptance by the end-user or Official Receipt (O.R.) or Sales Invoice (S.I.) issued for the contract.

12.1 (a) (iii)	Computation of Net Financial Contracting Capacity (NFCC) should be in a form prescribed by the QC-BAC Infrastructure and Consultancy and in accordance with ITB Clause 5.5 or a committed Line of Credit from a Universal or Commercial bank.																											
12.1(b)(ii.2)	<p>The minimum number for each key personnel are the following:</p> <table><tr><th colspan="3">List of Personnel</th></tr><tr><th></th><th>Manpower</th><th>Quantity</th></tr><tr><td>1</td><td>Project Manager</td><td>1</td></tr><tr><td>2</td><td>Materials Engineer</td><td>1</td></tr><tr><td>3</td><td>Safety Officer /Safety Practitioner</td><td>Refer to DOLE Requirement</td></tr><tr><td>4</td><td>Foreman</td><td>1</td></tr><tr><td>5</td><td>Skilled Worker</td><td>60</td></tr><tr><td>6</td><td>Driver</td><td>1</td></tr><tr><td>7</td><td>Laborer / Helper</td><td>240</td></tr></table> <p><i>In addition, the bidder must execute an affidavit of undertaking duly notarized stating that the foregoing personnel shall perform work exclusively for the project until its completion. Please see attached Affidavit of Undertaking.</i></p>	List of Personnel				Manpower	Quantity	1	Project Manager	1	2	Materials Engineer	1	3	Safety Officer /Safety Practitioner	Refer to DOLE Requirement	4	Foreman	1	5	Skilled Worker	60	6	Driver	1	7	Laborer / Helper	240
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5	Skilled Worker	60																										
6	Driver	1																										
7	Laborer / Helper	240																										
12.1(b)(ii.3)	<p>The minimum equipment requirements are the following:</p> <table><tr><th colspan="3">List of Equipment</th></tr><tr><th></th><th>Equipment</th><th>Quantity</th></tr><tr><td>1</td><td>Dumptruck</td><td>1</td></tr><tr><td>2</td><td>Welding Machine</td><td>1</td></tr><tr><td>3</td><td>Power Tools</td><td>As needed</td></tr><tr><td>4</td><td>Minor Tools</td><td>As needed</td></tr></table> <p><i>In addition, the bidder must execute an affidavit of undertaking duly notarized stating that the foregoing equipment shall be used exclusively for the project until its completion. Please see attached Affidavit of Undertaking.</i></p>	List of Equipment				Equipment	Quantity	1	Dumptruck	1	2	Welding Machine	1	3	Power Tools	As needed	4	Minor Tools	As needed									
List of Equipment																												
	Equipment	Quantity																										
1	Dumptruck	1																										
2	Welding Machine	1																										
3	Power Tools	As needed																										
4	Minor Tools	As needed																										
12.1.(b).(iii)	<p>The bidder’s authorized signatory is the one who executes the Omnibus Sworn Statement, otherwise, a separate Special Power of Attorney (SPA), Board Resolution and or Secretary’s Certificate shall be attached in support of the Omnibus Sworn Statement.</p> <p>An Affidavit of Site Inspection shall also be submitted or as part of the Omnibus Sworn Statement.</p>																											
13.1	“No additional Requirements.																											

13.1(b)	<p>This shall include all of the following documents:</p> <ul style="list-style-type: none"> • Bid prices in the Bill of Quantities; • Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and • Cash flow by quarter or payment schedule.
13.2	<p>The ABC is Three Hundred Sixty One Million Five Hundred Forty Thousand Eight Hundred Eighty Seven Pesos & 52/100 Cts. (₱ 361,540,887.52). Any bid with a financial component exceeding this amount shall not be accepted.</p>
14.2	No further instructions
15.4	No further instruction
16.1	The bid prices shall be quoted in Philippine Pesos.
16.3	No further instructions.
17.1	<p>Bids will be valid until 120 calendar days from opening of bids</p> <p>Surety Bond issued by the private insurance company shall be callable on demand, valid up to 120cd, affixed with documentary stamps, with original Official Receipt of premium payment, and accompanied by a Certificate of Authority to issue such security by the Insurance Commission. For bonds issued by the GSIS certification by the Insurance Commission and documentary stamps are not required.</p>
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ul style="list-style-type: none"> • The amount of not less than Seven Million Two Hundred Thirty Thousand Eight Hundred Seventeen Pesos & 75/100 cts. ₱ 7,230,817.75 [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; • The amount of not less than Eighteen Million Seventy Seven Thousand Forty Four Pesos & 38/100 cts. ₱ 18,077,044.38 [5% of ABC] if bid security is in Surety Bond.
18.2	The bid security shall be valid until 120 calendar days from opening of bids.
19.3	The Bidder shall prepare and submit an original of the first and second envelopes as described in ITB Clauses 12 and 13.
21	<p>The address for submission of bids is Bids and Awards Committee (BAC) <i>Bidding Room, Procurement Department, 2nd Floor, Civic Center Building F, Quezon City Hall Compound, Barangay Central, Quezon City</i></p> <p>The deadline for submission of bids is 9:00 AM, JANUARY 19, 2020</p>
22	Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity.

24.1	<p>The place of bid opening is at Bids and Awards Committee (BAC) <i>Bidding Room, Procurement Department, 2nd Floor, Civic Center Building F, Quezon City Hall Compound, Barangay Central, Quezon City</i></p> <p>The date and time of bid opening is 10:00 AM, JANUARY 19, 2020</p>
24.2	No further instructions.
24.3	No further instructions.
27.3	No further instructions.
27.4	No further instructions.
28.2	No further instructions.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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1. Definitions

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

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

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

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

2. Interpretation

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

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

3. Governing Language and Law

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

4. Communications

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

5. Possession of Site

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

6. The Contractor's Obligations

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

7. Performance Security

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

8. Subcontracting

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

9. Liquidated Damages

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

10. Site Investigation Reports

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

11. The Procuring Entity, Licenses and Permits

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

12. Contractor's Risk and Warranty Security

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

to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;

- (d) Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.
- (e) Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.

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

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

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

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

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

13. Liability of the Contractor

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

14. Procuring Entity's Risk

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

15. Insurance

- 15.1. The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:
- (a) Contractor's All Risk Insurance;
 - (b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
 - (c) Personal injury or death of Contractor's employees; and
 - (d) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.
- 15.2. The Contractor shall provide evidence to the Procuring Entity's Representative that the insurances required under this Contract have been

effected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity's Representative. Such evidence and such policies shall be provided to the Procuring Entity's through the Procuring Entity's Representative.

- 15.3. The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity's Representative the insurance policies in force including the receipts for payment of the current premiums.

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

- 15.4. If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.

- 15.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 40 until the Contractor complies with this Clause.

- 15.6. The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:

- (a) The issuer of the insurance policy to be replaced has:
 - (i) become bankrupt;
 - (ii) been placed under receivership or under a management committee;
 - (iii) been sued for suspension of payment; or
 - (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or

- (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

16. Termination for Default of Contractor

16.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:

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

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

17. Termination for Default of Procuring Entity

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

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

18. Termination for Other Causes

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

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

19. Procedures for Termination of Contracts

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

- (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
- (ii) the extent of termination, whether in whole or in part;
- (iii) an instruction to the Contractor to show cause as to why this Contract should not be terminated; and
- (iv) special instructions of the Procuring Entity, if any.

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

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

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

- (a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed (“NTP”);
- (b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited *to* the following:
 - (i) Employment of competent technical personnel, competent engineers and/or work supervisors;
 - (ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - (iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - (iv) Deployment of committed equipment, facilities, support staff and manpower; and
 - (v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
- (c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- (d) Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System (“CPES”) rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance:
 - (i) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
 - (ii) Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.

- (e) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

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

20. Force Majeure, Release From Performance

- 20.1. For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.
- 20.2. If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity’s Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.
- 20.3. If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.
- 20.4. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:
 - (a) any sum to which the Contractor is entitled under GCC Clause 28;
 - (b) the cost of his suspension and demobilization;
 - (c) any sum to which the Procuring Entity is entitled.
- 20.5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

21. Resolution of Disputes

- 21.1. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 21.2. If the Contractor believes that a decision taken by the Procuring Entity’s Representative was either outside the authority given to the Procuring Entity’s

Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the **SCC** within fourteen (14) days of the notification of the Procuring Entity's Representative's decision.

- 21.3. Any and all disputes arising from the implementation of this Contract covered by the R.A. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": *Provided, however*, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of the Act and its IRR: *Provided, further*, That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

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

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

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

23. Procuring Entity's Representative's Decisions

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

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

- 24.1. All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity's Representative before its use.
- 24.2. The Contractor shall be responsible for design of Temporary Works.

- 24.3. The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 24.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

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

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

26. Extension of the Intended Completion Date

- 26.1. The Procuring Entity's Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.
- 26.2. The Procuring Entity's Representative shall decide whether and by how much to extend the Intended Completion Date within twenty one (21) days of the Contractor asking the Procuring Entity's Representative for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Right to Vary

- 27.1. The Procuring Entity's Representative with the prior approval of the Procuring Entity may instruct Variations, up to a maximum cumulative amount of ten percent (10%) of the original contract cost.
- 27.2. Variations shall be valued as follows:
 - (a) At a lump sum price agreed between the parties;
 - (b) where appropriate, at rates in this Contract;
 - (c) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which

- (d) at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the HoPE.

28. Contractor's Right to Claim

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

29. Dayworks

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

30. Early Warning

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

31. Program of Work

- 31.1. Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 31.2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

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

32. Management Conferences

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

33. Bill of Quantities

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

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

34. Instructions, Inspections and Audits

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

35. Identifying Defects

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

36. Cost of Repairs

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

37. Correction of Defects

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

request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

38. Uncorrected Defects

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

39. Advance Payment

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

40. Progress Payments

- 40.1. The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the SCC, materials and equipment delivered on the site but not completely put in place shall not be included for payment.
- 40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:

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

41. Payment Certificates

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

42. Retention

- 42.1. The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Sub-Clause 42.2.
- 42.2. Progress payments are subject to retention of ten percent (10%), referred to as the “retention money.” Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.
- 42.3. The total “retention money” shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.
- 42.4. On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee in a form acceptable to the Procuring Entity.

43. Variation Orders

- 43.1. Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the “as staked plans” or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.
- 43.2. A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.

- 43.3. An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.
- 43.4. Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however,* That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).
- 43.5. In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:
- (a) If the Procuring Entity's representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the HoPE for approval.
 - (b) The HoPE or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.
 - (c) The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.

- (d) The HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.
- (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Procuring Entity concerned shall not exceed thirty (30) calendar days.

44. Contract Completion

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

45. Suspension of Work

- 45.1. The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.
- 45.2. The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:
 - (a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
 - (b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
 - (c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.

- (d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
 - (e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.
- 45.3. In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the elapsed time between the effectivity of the order suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

46. Payment on Termination

- 46.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 46.2. If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 46.3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- 46.4. If the Contractor has terminated the Contract under **GCC** Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

47. Extension of Contract Time

- 47.1. Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring

Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.

- 47.2. No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 47.3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 47.4. No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.
- 47.5. Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the HoPE. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

48. Price Adjustment

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

49. Completion

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

50. Taking Over

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

51. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

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

Section VI. Specifications

Notes on Specifications

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

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

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

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written

consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

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



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Quezon City

CITY ENGINEERING DEPARTMENT

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TECHNICAL SPECIFICATIONS

QUEZON CITY INFRASTRUCTURE PROJECT

PROJECT TITLE : PROPOSED CONSTRUCTION OF EIGHT (8) - STOREY WITH BASEMENT BAGBAG INTEGRATED HIGH SCHOOL BUILDING INCLUDING LAND DEVELOPMENT (PHASE 1)

I. GENERAL REQUIREMENTS

- a. Comply with the current and existing laws, ordinances and applicable codes, rules and regulations and standards. Any works perform contrary to the existing laws, rules and regulations, ordinances and standards without notice shall bear all cost arising therefrom.
- b. Drawings, specifications, codes and standards are minimum requirements. Where requirements differ, the more stringent apply.
- c. Should there be any change(s) in drawings or specifications, it is required to comply with the governing regulations, notify the implementing agency.
- d. Photographs shall be taken as, when and where directed at intervals of not more than one month. The photographs shall be sufficient in number and location to record the exact progress of the works. The photographs shall be retained and will become the property of the Government.
- e. Site verification / inspection shall be conducted to validate the scope of works. No extra compensation and extension of time shall be given due to negligence or inadvertence.
- f. The quality of materials shall be of the best grade of their respective kinds for the purpose. The work shall also be performed in the best and most capable manner in strict accordance with requirements of the plans and details. All materials not conforming to the requirements of these specifications shall be considered as defective.
- g. All equipment and installations shall meet or exceed minimum requirements of the standards and codes.
- h. Mobilization and Demobilization (if applicable)
 - i. Mobilization shall include all activities and related costs for transportation of personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the operations at the site.
 - ii. Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not anymore required within the construction site including the disassembly, removal and site clean-up of offices and other facilities assembled on the site specifically for this contract.
- i. Execute work in strict accordance with the best practices of the trades in a thorough, substantial, workmanlike manner by competent workmen. Provide a competent, experienced, full-time supervisor who is authorized to make decisions on behalf of the Contractor.
- j. Temporary Facilities and Utilities
 - i. All facilities shall be near the job site, where necessary and shall conform to the best standard for the required types.

- ii. Temporary facilities shall be provided and maintained including sanitary facilities and first aid stations.
 - iii. Temporary utilities shall be sufficiently provided until the completion of the project such as water, power and communication.
 - iv. Temporary enclosure shall be provided within the construction site with adequate guard lights, railings and proper signages.
 - v. Temporary roadways shall be constructed and maintained to sustain loads to be carried on them during the entire construction period.
 - vi. Upon completion of the work, the temporary facilities shall be demolished, hauled-out and disposed properly.
- k. Adequate construction safety and health protection shall be provided at all times during the execution of work to both workers and property.
- i. A fully trained Medical Aide shall be employed permanently on the site who shall be engaged solely from medical duties.
 - ii. The medical room shall be provided in waterproof, it could be a building or room designated and used exclusively for the purpose and have a floor area of at least 15 square meters and a glazed window area of at least 2 square meters.
 - iii. The location of the medical room and any other arrangements shall be made known to all employees by posting on prominent locations suitable notices in the site.
 - iv. Additional safety precautions shall be provided in the observance of pandemic. Protocols set-forth by the government shall be strictly followed.
- l. Necessary protections to the adjacent property shall be provided to avoid untoward incidents / accidents.
- m. Final cleaning of the work shall be employed prior to the final inspection for certification of final acceptance. Final cleaning shall be applied on each surface or unit of work and shall be of condition expected for a building cleaning and maintenance program.

II. SITE WORKS

- A. All grades, lines, levels and dimensions shall be verified as indicated on the plans and details. Any discrepancies or inconsistencies shall be reported before commencing to work.
- B. Removal / demolition of existing structures shall be done in accordance to safety procedures.
- C. All excavations shall be made to grade as indicated in the plans. Whenever water is encountered in the excavation process, it shall be removed by pumping, care being taken that the surrounding soil particles are not disturbed or removed.
- D. All backfills shall be placed in layers not exceeding to 150mm in thickness and each layer shall be thoroughly compacted wetting, tamping and rolling.

III. CIVIL / STRUCTURAL WORKS

A. CONCRETE WORK

- a. Delivery, Storage, and Handling: All materials shall be so delivered, stored, and handled as to prevent the inclusion of foreign materials and the damage of materials by water or breakage. Package materials shall be delivered and stored in original packages until ready to be used. Packages or materials showing evidence of water or other damage shall be rejected.
- b. Unless otherwise specified herein, concrete works shall conform to the requirements of the ACI Building Code. Full cooperation shall be given on trades to install embedded

items. Provisions shall be made for setting items not placed in the forms. Before concrete is placed, embedded items shall have been inspected and tested for concrete aggregates and other materials shall have been done.

c. Materials

- i. Cement for concrete shall conform to the requirements of specifications for Portland Cement (ASTM C – 150).
- ii. Water used in mixing concrete shall be clean and free from other injurious amounts of oils, acids, alkaline, organic materials or other substances that may be deleterious to concrete or steel.
- iii. Fine aggregates shall be beach or river sand conforming to ASTM C33, "Specification for Concrete Aggregates". Sand particle shall be coarse, sharp, clean free from salt, dust, loam, dirt and all foreign matters.
- iv. Coarse aggregates shall be either natural gravel or crushed rock conforming to the "Specifications for Concrete Aggregates (ASTM C33). The minimum size of aggregates shall be larger than one fifth (1/5) of the narrowest dimensions between sides of the forms within which the concrete is to be cast nor larger than three fourths (3/4) of the minimum clear spacing between reinforcing bars or between reinforcing bars and forms.

d. Proportioning and Mixing

- i. Proportioning and mixing of concrete shall conform to the requirements for Item 405 of the standard specification with the following proportions:

Cement : Sand : Gravel

- Class "A" - 1 : 2 : 3
- Class "B" - 1 : 2 : 4
- Class "C" - 1 : 2 ½

- ii. Concrete mixture to be used for concrete shall conform with the structural requirements.
- iii. Mixing – concrete shall be machine mixed. Mixing shall begin within 30 minutes after the cement has been added to the aggregates.

e. Forms

- i. General – Forms shall be used whatever necessary to confine the concrete and shape it to the required lines, or to insure the concrete of contamination with materials caving from adjacent, excavated surfaces. Forms shall have sufficient strength to withstand the pressure resulting from placement and vibration of the concrete, and shall be maintained rigidly in correct position. Forms shall be sufficiently tight to prevent loss of mortar from the concrete. Forms shall be ¼" waterproof plywood and form lumber.
- ii. Cleaning of Forms – before placing the concrete, the contact surfaces of the formed hall be cleaned of encrustations of mortar, the grout or other foreign material.
- iii. Removal of Forms – forms shall be removed in a manner which will prevent damage to the concrete. Forms shall not be removed without approval. Any repairs of surface imperfections shall be formed at once and airing shall be started as soon as the surface is sufficiently hard to permit it without further damage.

f. Placing Reinforcement:

Steel reinforcement shall be provided as indicated, together with all necessary wire ties, chairs, spacer supported and other devices necessary to install and secure the reinforcement properly. All reinforcement, when placed, shall be free from loose, flaky rust and scale, oil grease, clay and other coating and foreign substances that would reduce or destroy its bond with concrete. Reinforcement shall be placed accurately

and secured in place by use of metal or concrete supports, spacers and ties. Such supports shall be used in such manner that they will not be exposed or contribute in any way, to the discoloration or deterioration of the concrete.

g. Conveying and Placing Concrete:

- i. Conveying – concrete shall be conveyed from mixer to forms as rapidly as applicable, by methods which will prevent segregation, or loss of ingredients. There will be no vertical drop greater than 1.5 meters except where suitable equipment is provided to prevent segregation and where specifically authorized.
- ii. Placing – concrete shall be worked readily into the corners and angles of the forms and around all reinforcement and imbedded items without permitting the material to segregate, concrete shall be deposited as close as possible to its final position in the forms so that flow within the mass does not exceed two (2) meters and consequently segregation is reduced to a minimum near forms or embedded items, or elsewhere as directed, the discharge shall be so controlled that the concrete may be effectively compacted into horizontal layers not exceeding 30 centimeters in depth within the maximum lateral movement specified.
- iii. Time interval between mixing and placing. Concrete shall be placed before initial set has occurred and before it has contained its water content for more than 45 minutes. No concrete mix shall be placed before 60 complete revolution of the machine mixer.
- iv. Consolidation of Concrete – concrete shall be consolidated with the aid of mechanical vibrating equipment and supplemented by the hand spading and tamping. Vibrators shall not be inserted into lower cured that have commenced initial set; and reinforcement embedded in concrete beginning to set or already set shall not be disturbed by vibrators. Consolidation around major embedded parts shall by hand spading and tamping and vibrators shall not be used.
- v. Placing Concrete through reinforcement – In placing concrete through reinforcement, care shall be taken that no segregation of the coarse aggregate occurs. On the bottom of beams and slabs, where the congestion of steel near the forms makes placing difficult, a layer of mortar of the same cement-sand ratios as used in concrete shall be first deposited to cover the surfaces.

h. Curing

- i. General – All concrete shall be moist cured for a period not less than seven (7) consecutive days by an approved method or combination applicable to local conditions.
- ii. Moist Curing – The surface of the concrete shall be kept continuously wet by covering with burlap plastic or other approved materials thoroughly saturated with water and keeping the covering spraying or intermittent hosing.

i. Finishing

- i. Concrete surfaces shall not be plastered unless otherwise indicated. Exposed concrete surfaces shall be formed with plywood, and after removal of forms, the surfaces shall be smooth, true to line and shall present or finished appearance except for minor defects which can be easily repaired with patching with cement mortar, or can be ground to a smooth surface to remove all joint marks of the form works.
- ii. Concrete Slabs on Fill. The concrete slabs on fill shall be laid on a prepared foundation consisting of sub grade and granular fill with thickness equal to the thickness of the overlaying slab except when indicated.

B. MASONRY**a. Masonry Units (CHB):**

100mm thick for all interior walls and 125mm thick for all exterior walls unless otherwise indicated.

Use 400 psi for non-load bearing blocks and 700 psi for load bearing blocks where required.

Where full height walls are constructed with concrete hollow blocks, these shall extend up to the bottom of beam or slab unless otherwise indicated on plans. Provide stiffener columns & lintel beams as specified in the structural drawings or as specified or as deemed required to assure a stabilized wall due to height & other considerations.

b. Sand:

S-1, washed, clean and greenish in color.

c. Mortar:

One part "Portland" cement and two parts sand and water but not more than three parts sand and water.

d. Plaster bond:

Apply plaster bond to all wall area.

C. METAL WORK**a. Description**

Metal works shall conform to the approved plans and to the Standard Specifications.

b. Reference Standards

Comply with the latest edition of the following as applicable, unless otherwise specified or modified.

1. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), 1978: Specification for the Design, Fabrication and Erection of Structural Steel for Buildings. Code of Standard Practice for Steel Buildings and Bridges; Specification for Architecturally Exposed Structural Steel.
2. AMERICAN WELDING SOCIETY (AWS): Standard Welding Symbols A2.068; Standard Welding Code D1 1-1973 (Rev 1-73 & 2-74) (To govern if in conflict with AISC)
3. RESEARCH COUNCIL ON RIVETED AND BOLTED JOINTS OF THE ENGINEERING FOUNDATION (RCRBJ): Specification for Structural Joists using ASTM A-325-76s Bolts.
4. STRUCTURAL STEEL PAINTING COUNCIL (SSPC): Painting Manual, Vol. 1; Good Painting Practice, Painting Manual, Vol. 2; Systems and Specifications.

c. Source Quality Control

Errors of Shop Drawings, fabrication, correct fitting and alignment of the various metal items or component members shall be the responsibility of the Contractor. However, the Contractor shall permit the Architect or an independent inspection agency, if engaged by the Owner, to inspect work in progress in his shop. Such inspections shall not relieve the Contractor of his responsibility to furnish materials and workmanship in accordance with the Contract Documents.

d. Product Delivery, Handling and Storage

Handle and store in such manner as to prevent damage or disfigurement. Store finished items or components above ground on platforms, pallets or other

supports and protect from harmful elements.

e. Protection

The Contractor shall protect any existing work subject to damage during the installation of the specified work and shall adequately protect specified work during installation.

f. Field Quality Control

Facilities shall be provided by the Contractor as needed for the proper inspection of the specified work, including temporary platforms, hoists, protective devices, electric current, etc. Improper workmanship, as determined by the Architect shall be corrected and replaced, at no additional cost to the Owner.

g. Materials

Products shall conform to the respective reference specifications and standards and to the requirements specified herein:

1. **STEEL AND IRON:** If not specified otherwise, use standard mill-finished structural steel shapes or bar iron in compliance with AISC Specifications for Design, Fabrication and Erection of Structural Steel for Buildings.
2. **BOLTS, NUTS, STUDS AND RIVETS:** ASTM A 307 & A 325
3. **SCREWS:** Fed. Spec. FF-S-85, Fed. Spec. FF-S-92, and Fed. Spec. FF-S-111

h. Fabrication

By mechanics skilled in the trade and in accordance with the manufacturer's directions, Metalwork shall be fabricated to allow for expansion and contraction of materials. Provide welding and bracing of adequate strength and durability, with tight, flush joints, dressed smooth and clean. Complete with bolts and nuts.

i. Measurements

Before fabrication, provide necessary field measurements and verify all measurements.

j. Metal Surfaces

Shall be clean and free from all scale, flake, rust, and rust pitting; well-formed and finished to shape and size, with sharp lines, angles and smooth surface. Shearing and punching shall leave clean true lines and surfaces. Weld or rivet permanent connections. Weld and flush rivets shall be used and finished flush smooth on surfaces that will be exposed after installation. Do not use screws or bolts where they can be avoided: when used, heads shall be countersunk, screwed up tight and threads nicked to prevent loosening.

k. Construction

Thickness of metals and details of assembly and supports shall give ample strength and stiffness for the minimum loads specified or indicated. Joints exposed to weather shall be formed to exclude water.

l. Shop Fabrication

Fabrication and assembly shall be done in the shop to the greatest extent possible.

m. Submittals

Shop Drawings. Submit along with catalogue, cuts, templates and erection and installation details, indicating thickness, type, grade, type of metal and dimensions. Show construction details, reinforcement, anchorage, and installation with relation to the construction.

n. Qualification of Welders

In accordance with AWS D1.1 with procedures, materials and equipment of the type required for the work.

- o. Delivery and Storage**
Protect from corrosion, deformation and other types of damage. Store items in an enclosed area free from contact with soil and weather. Contractor shall replace and removed damage items with new items.
- p. Welding**
Use weldingelectrode E70xx and perform welding, welding inspection aqnd corrective welding in accordance with AWS D1.1. Weld in a manner to prevent permanent distortion of the connected parts. Weld continuously along the entire area of contact (except where lack welding is permitted. Do not lack weld exposed to connections.) Grind smooth visible weld in finished installation.
- q. Metal Purlins**
Metal purlins shall be of high grade galvanized steel with minimum tensile strength of 275 MPA, 1.4mm in thickness.

D. ROOFING WORKS

- a.** The roof shall be covered with Ga. 24 pre-painted G.I. rib-type roofing sheets as shown on the plans. The roofing shall be secured to the purlins with min. 2 ½" max. 3" long Tek screws. Ridge rolls, hip rolls and valleys to be used shall be those compatible with the Ga. 24 pre-painted G.I. rib-type roofing sheets. They shall lap the roofing sheets at least 250mm. The ridge rolls, hip rolls and valleys shall be riveted to the roofing sheets.
- b.** The roof shall be covered with 6mm thick Rib-type polycarbonate sheets as shown on the plans. The roofing shall be secured to the purlins with min. 2 ½" max. 3" long Tek screws. Ridge rolls, hip rolls and valleys to be used shall be those compatible with the 6mm thick solid polycarbonate sheets. They shall lap the roofing sheets at least 250mm. The ridge rolls, hip rolls and valleys shall be riveted to the roofing sheets.
- c.** All roofing sheets adjacent to concrete hollow block and other masonry walls such as property line firewalls, shall be provided with Gauge 26 pre-painted plain G.I. Flashing to extend to the top and over to the other side of the wall. All fasteners shall be placed at the top of the corrugations of the roofing sheets to prevent water from standing around the fasteners.

E. WATERPROOFING

- a. Waterproofing:**

Furnish all labor, materials, equipment, plant and other facilities required to complete all waterproofing work as shown on the drawings and herein specified. All applications shall be strictly performed by an approved waterproofing Contractor.

F. Testing:

Test waterproofed area by seventy-two (72) hours and check for any seepages.

Note: Thickness should be as per Manufacturers Specifications and Installation depending on the Areas to be applied with.

IV. ARCHITECTURAL WORKS

A. WALLS AND FLOOR FINISHES

- B.4 Storm drainage system complete in all respect including but not limited to connection to existing storm drainage, submittals, shop drawings, pipes, fittings, valves, cleanout, drains, etc. Complete and operational.
- C. Workmanship and installation methods shall conform to the best modern practice. Employ skilled tradesmen to perform work under the direct supervision of fully qualified personnel.
- D. All equipment and installations shall meet or exceed minimum requirements of the Standards and Codes as specified in plans and program of work.
- E. Install equipment in strict accordance with manufacturers written recommendations.
- F. Physical sizes of all plant and equipment are to be suitable for the space allocated for the accommodation of such plant and equipment, taking into account the requirement of access for maintenance purposes.
- G. In selecting makes and types of equipment, the Contractor shall ascertain that facilities for proper maintenance, repair and replacement are provided.
- H. Where the Contractor proposes to use an item of equipment other than that specified or detailed in the drawing, which requires any redesign of the system, drawings showing the layout of the equipment and such redesign as required therefore shall be prepared by the Contractor at his own expenses. Where such approved deviation necessitates a different quantity and arrangement of materials and equipment's from that originally specified or indicated in the drawings, the Contractor shall furnish and install any such additional materials and equipment's required by the system at no additional cost.
- I. Equipment catalogue and manufacturer's specifications must be submitted for examination and details shall be submitted for approval before any equipment is to be ordered.
- J. This shall include all information necessary to ascertain the equipment comply with this specification and drawings. Data and sales catalogue of a general nature will not be accepted.
- K. All materials, equipment, components and accessories shall be delivered to the Site in a new condition, properly packed and protected against damage or contamination or distortion, breakage or structural weakening due to handling, adverse weather or other circumstances and, as far as practicable, they shall be kept in the packing cases or under approved protective coverings until required for use.
- L. Any items suffering from damage during manufacture, or in transit, or on site whilst in storage or during erection shall be rejected and replaced without extra cost.
- M. All sanitary fittings and pipework shall be cleaned after installation and keep them in a new condition.
- N. All installed pipelines shall be flushed through with water, rodded when necessary to ensure clearance of debris.
- O. Cleaning and flushing shall be carried out in sections as the installation becomes completed.
- P. The Contractor shall carry out hydraulic test on the complete plumbing systems and the drainage system to show that it is functioning satisfactorily within the requirements of this Specification and local regulations.
- Q. The Contractor shall provide suitable test pumps and arrange for a supply of water required in connection with testing of pipework. The test pump shall be fitted with pressure gauges which shall be of suitable range for the pressure being applied.
- R. Hydraulic tests shall be carried out as the pipework is installed and shall be completed before chases in walls and ducts are closed. Also test shall be carried out prior to false ceilings and other finishes are installed.
- S. Testing apparatus shall be provided by the Contractor. Where any section of pipework or equipment is unable to withstand the maximum pipework test pressure, it shall be isolated during the pipework test then that section of pipework or equipment shall be re-tested at the appropriate test pressure.

- T. The Sanitary Contractor must carry out any additional tests required by the end-user and/or approving agency.
- U. Drainage pipe shall be tested by filling the pipe with 3m. of water higher than the test section and wait for 15 min, then check for leakage at every joints.
- V. Testing of drainage systems shall be carried out in sections by dividing the system horizontally. Each section shall comprise pipework and fitting for three floors/storeys required for testing.
- W. Drainage pressure pipe shall be hydraulic tested at minimum pressure 50 psi.
- X. Hangers and supports for plumbing piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.
- Y. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- Z. Install lateral bracing with pipe hangers and supports to prevent swaying.
- AA. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 (DN 65) and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.
- BB. Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- CC. Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.

VI. ELECTRICAL WORKS

- A. Comply with the current applicable codes, ordinances, and regulations of the authority or authorities having jurisdiction, the rules, regulations and requirements of the utility companies (as applicable).
- B. Drawings, specifications, codes and standards are minimum requirements. Where requirements differ, the more stringent apply.
- C. All equipment and installations shall meet or exceed minimum requirements of the Standards and Codes.
- D. Execute work in strict accordance with the best practices of the trades in a thorough, substantial, workmanlike manner by competent workmen.
- E. When the tests and inspections have been completed, a label shall be attached to all devices tested. The label shall provide the name of the testing company, the date the tests were completed, and the initials of the person who performed the tests.

F. PANELBOARDS

- F.1 Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Division 16 Sections 16073 and 16074 "Hangers and Supports for Electrical Systems and Vibration and Seismic controls for Electrical Systems" respectively.
- F.2 Enclosures: Flush, Surface, Flush- and surface-mounted cabinets.
 - F.2.1 Rated for environmental conditions at installed location.

- i. Indoor Dry and Clean Locations: NEMA 250, Type 1.
 - ii. Outdoor Locations: NEMA 250, Type 3R.
 - iii. Kitchen and Wash-Down Areas: NEMA 250, Type 4X, stainless steel.
 - iv. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
 - v. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 5 or Type 12.
- F.2.2 Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.
- F.2.3 Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.
- F.2.4 Skirt for Surface-Mounted Panelboards: Same gage and finish as panelboard front with flanges for attachment to panelboard, wall, and ceiling or floor.
- F.2.5 Gutter Extension and Barrier: Same gage and finish as panelboard enclosure; integral with enclosure body. Arrange to isolate individual panel sections.
- F.2.6 Finishes:
- i. Panels and Trim: Steel and galvanized steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
 - ii. Back Boxes: Galvanized steel Same finish as panels and trim.
 - iii. Fungus Proofing: Permanent fungicidal treatment for overcurrent protective devices and other components.
- F.2.7 Directory Card: Inside panelboard door, mounted in transparent card holder metal frame with transparent protective cover.
- F.3 Incoming Mains Location: Top or Bottom.
- F.4 Phase, Neutral, and Ground Buses:
- F.4.1 Material: Hard-drawn copper, 98 percent conductivity.
 - F.4.2 Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
 - F.4.3 Neutral Bus: 100 percent of phase bus 4. Extra-Capacity Neutral Bus: Neutral bus rated 200 percent of phase bus and UL listed as suitable for nonlinear loads.

VII. MECHANICAL WORKS (IF APPLICABLE)

- A. Comply with the current applicable codes, ordinances, and regulations of the authority or authorities having jurisdiction, the rules, regulations and requirements of the utility companies (as applicable).
- B. Drawings, specifications, codes and standards are minimum requirements. Where requirements differ, the more stringent apply.

- C. All equipment and installations shall meet or exceed minimum requirements of the Standards and Codes.
- D. Execute work in strict accordance with the best practices of the trades in a thorough, substantial, workmanlike manner by competent workmen.
- E. When the tests and inspections have been completed, a label shall be attached to all devices tested. The label shall provide the name of the testing company, the date the tests were completed, and the initials of the person who performed the tests.



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Planning and Programming Division



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Planning and Programming Division

Section VII. Drawings

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

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

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

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

Daywork Schedule

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

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

Provisional Sums

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

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

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

Signature Box

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

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

BILL OF QUANTITIES
(Building Construction/Rehabilitation Project)

PROJECT TITLE : PROPOSED CONSTRUCTION OF EIGHT (8) STOREY WITH BASEMENT BAGBAG INTEGRATED HIGH SCHOOL BUILDING INCLUDING LAND DEVELOPMENT (PHASE 1) AT BARANGAY BAGBAG, DISTRICT 5, QUEZON CITY

LOCATION : BARANGAY BAGBAG, DISTRICT 5, QUEZON CITY

PROJECT NO. : 20 - 00152

DURATION : Four Hundred Twenty (420) Calendar Days

SCOPE OF WORKS:

- I General Requirements include temporary facilities and utilities, billboard, scaffolding, construction safety and health, and clearing, hauling and disposal of construction materials and debris
- II **CONSTRUCTION OF EIGHT (8) STOREY WITH BASEMENT SCHOOL BUILDING (PHASE 1)**
 - 1. Site Works include layout and staking, site clearing and preparation, removal of trees, and earthworks.
 - 2. Civil and Structural Works include concrete works, masonry works and metal works from basement to 5th floor, including column (1st Lift)
 - 3. Provision for thermal and moisture protection for the entire structure.
 - 4. Architectural Works include floor finishes, wall finishes and partitions, ceiling works, and painting works from basement to 4th floor.
 - 5. Installation of gates, doors, door jambs and windows from basement to 4th floor
 - 6. Installation of sanitary/plumbing roughing-ins from basement to 5th floor & equipment, fixtures and accessories from basement to 4th floor
 - 7. Installation of electrical roughing-ins from basement to 5th floor & wirings, devices and fixtures from basement to 4th floor
 - 8. Installation of panelboard and accessories.
 - 9. Auxillary System Works include installation of Fire Detection and Alarm System (FDAS), Closed-Circuit Television (CCTV) System, and Telephone and Data System from basement to 4th floor
 - 10. Installation of ventilation fans, and window-type and split-type air conditioning units from basement to 4th floor
 - 11. Construction of shear wall for passenger elevator shaft from basement to 5th floor (1st Lift)
- III **SITE DEVELOPMENT WORKS**
 - 1. Construction of roadway, sidewalk and pathwalk pavement.
 - 2. Construction of center island with water feature.
 - 3. Construction of perimeter fence.
 - 4. Construction of pump house, guard house, and main entrance gate.
 - 5. Construction of service entrance post and electrical manhole.
 - 6. Construction of retaining wall at creekside and basement ramp
 - 7. Construction of parklights and bollards.
- IV All necessary testing and commissioning shall be performed in accordance to standards.
Note: STP system & equipment are excluded in this program

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
I	GENERAL REQUIREMENTS				
	Billboard	1	pc	P	P
	Clearing, Hauling and Disposal of Construction Materials and Debris	1,461	t.l.		
	Construction Safety and Health	1	unit		
	Scaffolding (Rental)	4,920	sq.m.		
	Temporary Electrical and Water Facilities	420	days		
	Temporary Enclosure Around the Construction Area (h= 2.4m)	298	l.m.		
				Direct Cost I	P

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
II	CONSTRUCTION OF EIGHT (8) STOREY WITH BASEMENT SCHOOL BUILDING (PHASE 1)				
1	SITE WORKS				
	Layout and Staking	281	sq.m.	P	P
	Site Clearing and Preparation	281	sq.m.		
	Removal of Tree	50	each		
	Excavation for Structures	8,755	cu.m.		
				Subtotal	P
	Gravel Bedding	102	cu.m.	P	P
				Materials Cost	P
				Labor Cost	
				Subtotal	P
	Backfill and Compaction	5,097	cu.m.	P 455.00	P
				Subtotal	P
				Material Cost 1	P
				Labor Cost 1	
				Direct Cost 1	P
2	CIVIL / STRUCTURAL WORKS				
	Concrete Works				
	Ready Mix Concrete, 21MPa, 3/4" Gravel, 28 days				
	Wall Footing	9	cu.m.	P	P
	Canopy	39	cu.m.		
	Stiffener Beam and Column	12	cu.m.		
	Ready Mix Concrete, 28MPa, 3/4" Gravel, 28 days				
	Column Footing	512	cu.m.		
	Tie Beam	34	cu.m.		
	Column	169	cu.m.		
	Slab on Fill	270	cu.m.		
	Suspended Slab	880	cu.m.		
	Stairs	71	cu.m.		
	Shear Wall	65	cu.m.		
	Reinforcing Steel Bars				
	Grade 40 Reinforcing Steel Bar including G.I. Tie Wire # 16				
	10mm Ø Column	9,385	kg		
	10mm Ø Tie Beam	855	kg		
	10mm Ø Stiffener Beam and Column	6,581	kg		
	10mm Ø Slab on Fill	5,886	kg		
	10mm Ø Suspended Slab	40,434	kg		
	10mm Ø Stair	1,810	kg		
	10mm Ø Canopy	1,403	kg		
	12mm Ø Column Footing	150	kg		
	12mm Ø Wall Footing	363	kg		
	12mm Ø Stiffener Beam and Column	12,684	kg		
	12mm Ø Suspended Slab	147,318	kg		
	12mm Ø Stair	691	kg		
	12mm Ø Canopy	1,567	kg		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	Grade 60 Reinforcing Steel Bar including G.I. Tie Wire # 16				
	16mm Ø Column Footing	14,414	kg		
	16mm Ø Tie Beam	1,137	kg		
	16mm Ø Column	1,364	kg		
	16mm Ø Shear Wall	16,868	kg		
	20mm Ø Column Footing	888	kg		
	20mm Ø Tie Beam	3,552	kg		
	20mm Ø Column	267	kg		
	25mm Ø Column	23,491	kg		
	25mm Ø Column Footing	70,471	kg		
	Formworks				
	Column Footing	430	sq.m.		
	Column	1,144	sq.m.		
	Tie Beam	330	sq.m.		
	Stiffener Beam and Column	306	sq.m.		
	Suspended Slab	7,124	sq.m.		
	Stairs	348	sq.m.		
	Shear Wall	329	sq.m.		
	Canopy	382	sq.m.		
	Scaffolding and Shoring				
	Column	461	l.m.		
	Stiffener Beam and Column	312	l.m.		
	Suspended Slab	7,124	sq.m.		
	Stairs	348	sq.m.		
	Shear Wall	329	sq.m.		
	Canopy	382	sq.m.		
	Thermal and Moisture Protection				
	Waterproofing Works				
	Flexible Type	772	sq.m.		
	Capillary Type	2,983	sq.m.		
	Moisture Protection				
	Vapor Barrier	1,751	sq.m.		
	Masonry Works				
	Floor Topping For Preparation of Tiles	1,984	sq.m.		
	Floor Topping and Finishing Preparation	3,885	sq.m.		
	100mm CHB Wall Laying, including Mortar, Reinforcing and Two-Face Plastering	4,249	sq.m.		
	150mm CHB Wall Laying, including Mortar, Reinforcing and Two-Face Plastering	3,155	sq.m.		
	Plastering of Door and Window Openings	614	sq.m.		
	Stamped Concrete (Quadrangle Grounds)	139	sq.m.		
	Rubbed Concrete Finish	5,492	sq.m.		
	Concrete Moulding, Painted Finish	155	l.m.		
	Concrete Wheel Stopper	47	units		
	Metal Works				
	Structural Steel Frames for Beams (Wide Flange)	797,967	kg		
	Structural Steel Frames for Columns (Wide Flange)	308,920	kg		
	Steel Connection				
	Base Plates for Columns	11,646	kg		
	Connector Plates for Beams	101,184	kg		
	Sunbreaker (Metal Louvers)	36	l.m.		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	Anchor Bolt (A325)				
	25mm Ø	40	pcs		
	32mm Ø	86	pcs		
	38mm Ø	271	pcs		
				Material Cost 2	P
				Labor Cost 2	
				Direct Cost 2	P
3	ARCHITECTURAL WORKS				
	Floor Finishes				
	600mm x 600mm Non-Skid Ceramic Floor Tiles	1,984	sq.m.	P	P
	Pebble Washout Finish	33	sq.m.		
	Wall Finishes and Partitions				
	300mm x 600mm Ceramic Wall Tiles	537	sq.m.		
	Urinal Partition with Stainless Support and Accessories	16	sq.m.		
	Plastering Guide / Grooves	2,537	l.m.		
	Ceiling Finishes				
	6mm thk Fiber Cement Board with Complete Framing and Accessories	310	sq.m.		
	12mm thk Gypsum Board with Complete Framing and Accessories	742	sq.m.		
	12mm thk Moisture Resistant Gypsum Board with Complete Framing and Accessories	39	sq.m.		
	6mm thk Aluminum Composite Cladding, Nano Finish including Structural Framing, Backer Rod and Sealant (Façade and Canopies)	50	sq.m.		
	Countertop including tiles				
	Kitchen Counter including Tiles	14	l.m.		
	Countertop including Tiles (Comfort Rooms)	100	l.m.		
	Countertop including Tiles (Laboratory)	21	l.m.		
	Countertop including Tiles (Pantry)	19	l.m.		
				Materials Cost	P
				Labor Cost	
				Subtotal	P
	Installation of Doors				
	D1 - 0.90m x 2.20m Metal Door with Fixed Glass and Transom	72	sets	P	P
	D2 - 0.80m x 2.10m Panel Door	39	sets		
	D3 - 1.60m x 2.40m Door with Transom on Powder Coated Aluminum Frame with Tinted tempered Glass	1	sets		
	D4 -1.0m x 2.10m Metal Door with Louvers	9	sets		
	D5 - 0.90m x 2.10m PVC Door with Louvers	7	sets		
	D6 - 0.90m x 2.10m Metal Door with Panic Hardware and Tempered Fixed Glass with Wire Mesh	15	sets		
	D8 - 1.70m x 2.10m Metal Door with Louvers	2	sets		
	Plastic Doors				
	D5 - 0.90m x 2.10m PVC Door with Louvers and Jamb	7	sets		
	Wooden Door Jamb				
	D2 - 0.80m x 2.10m Panel Door	39	sets		
	Metal Door jamb				
	D1 - 0.90m x 2.20m Metal Door with Fixed Glass and Transom	72	sets		
	D4 -1.0m x 2.10m Metal Door with Louvers	9	sets		
	D6 - 0.90m x 2.10m Metal Door with Panic Hardware and Tempered Fixed Glass with Wire Mesh	15	sets		
	D8 -1.70m x 2.10m Metal Door with Louvers	2	sets		
	Door Hardware and Accessories				
	Door Hinge	476	sets		
	Door Knob	46	sets		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	Installation of Windows				
	W1 - 2.40m x 1.50m Steel Casement Window with Grilles	84	sets		
	W2 - 0.80m x 1.50m Steel Casement Window with Grilles	12	sets		
	W3 - 1.60m x 0.60m Steel Casement Window	7	sets		
	W4 - 0.80m x 0.60m Steel Casement Window	7	sets		
	W5 - 2.40m x 0.60m Steel Casement Window	8	sets		
	W6 - 1.60m x 1.20m Steel Casement Window with Grilles	6	sets		
	W7 - 1.60m x 1.50m Steel Casement Window with Grilles	20	sets		
	W8 - 0.80m x 1.20m Steel Casement Window with Grilles	49	sets		
	W9 - 2.40m x 1.20m Steel Casement Window with Grilles	1	sets		
	W10 - 2.40m x 0.60m Jalousie Window	58	sets		
	W11 - 1.80m x 0.60m Jalousie Window	22	sets		
	W12 - 1.20m x 0.60m Jalousie Window	41	sets		
	W13 - 0.60m x 2.10m Jalousie Window	4	sets		
	W14 - 0.70m x 1.50m Jalousie Window	14	sets		
	W15 - 2.60m x 1.50m Jalousie Window with Fixed Glass	2	sets		
	W16 - 1.20m x 1.20m Fixed Glass with Sliding Window	2	sets		
	W17 -1.20m x 1.50m Fixed Glass Window	2	sets		
	W18 - 0.40m x 2.40m Steel Casement Window with Fixed Glass	1	sets		
	W20 - Decorative Steel Grille Window	6	sets		
	Glass Blocks	65	sq.m.		
	Installation of Gate				
	GD - Folding Steel Gate, Painted Finish	1	set		
	16mmØ Barrel Bolt	83	sets		
	16mmØ Foot Bolt	2	sets		
				Materials Cost	₱
				Labor Cost	
				Subtotal	₱
	Logos and Letterings				
	QC Logo	2	sets	₱	₱
	Carpentry Works				
	Undercounter Cabinet (Pantry)	19	l.m.		
	Laboratory Counter with Undercounter Cabinet	48	sets		
	Blackboard and Whiteboard including Framing and Accessories, Painted Finish	26	sets		
	Painting Works				
	Elastomeric Paint Finish (Exterior Walls)	6,321	sq.m.		
	Epoxy Enamel Paint Finish (Steel Members)	9,792	sq.m.		
	Flat Latex Paint Finish				
	Interior Wall, Stairs and Slab Soffit	11,198	sq.m.		
	Ceiling	1,091	sq.m.		
	Water Base, low VOC Anti-Insect Paint (Upper and Lower Ground Floor)	2,658	sq.m.		
	Rubberized Paint Finish (Parking Area)	1,599	sq.m.		
	Red Oxide Metal Primer (Electrical Works)	350	sq.m.		
	Quick Dry Enamel Paint Finish (Electrical Works)	350	sq.m.		
	Fire Red Paint Finish (Fire Protection Works)	600	sq.m.		
				Materials Cost	₱
				Labor Cost	
				Subtotal	₱
				Material Cost 3	₱
				Labor Cost 3	
				Direct Cost 3	₱

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
4	SANITARY / PLUMBING WORKS				
	Sewer Line System				
	50mmØ PVC Pipe with Hub	270	pcs	P	P
	75mmØ PVC Pipe with Hub	237	pcs		
	100mmØ PVC Pipe with Hub	268	pcs		
	150mmØ PVC Pipe with Hub	176	pcs		
	200mmØ PVC Pipe with Hub	17	pcs		
	250mmØ PVC Pipe with Hub	20	pcs		
	50mmØ x 50mmØ Wye	19	pcs		
	75mmØ x 50mmØ Wye	7	pcs		
	75mmØ x 75mmØ Wye	10	pcs		
	100mmØ x 50mmØ Wye	434	pcs		
	100mmØ x 75mmØ Wye	7	pcs		
	100mmØ x 100mmØ Wye	105	pcs		
	150mmØ x 50mmØ Wye	3	pcs		
	150mmØ x 75mmØ Wye	2	pcs		
	150mmØ x 100mmØ Wye	3	pcs		
	150mmØ x 150mmØ Wye	13	pcs		
	200mmØ x 100mmØ Wye	7	pcs		
	200mmØ x 200mmØ Wye	4	pcs		
	250mmØ x 100mmØ Wye	6	pcs		
	250mmØ x 150mmØ Wye	6	pcs		
	250mmØ x 200mmØ Wye	5	pcs		
	250mmØ x 250mmØ Wye	3	pcs		
	50mmØ x 50mmØ Tee	662	pcs		
	75mmØ x 50mmØ Tee	13	pcs		
	100mmØ x 50mmØ Tee	107	pcs		
	100mmØ x 75mmØ Tee	10	pcs		
	150mmØ x 150mmØ Tee	8	pcs		
	50mmØ 1/4 Bend	361	pcs		
	75mmØ 1/4 Bend	20	pcs		
	100mmØ 1/4 Bend	109	pcs		
	150mmØ 1/4 Bend	4	pcs		
	200mmØ 1/4 Bend	2	pcs		
	250mmØ 1/4 Bend	3	pcs		
	50mmØ 1/8 Bend	868	pcs		
	75mmØ 1/8 Bend	125	pcs		
	100mmØ 1/8 Bend	355	pcs		
	150mmØ 1/8 Bend	23	pcs		
	200mmØ 1/8 Bend	12	pcs		
	250mmØ 1/8 Bend	7	pcs		
	200mmØ x 100 Ø Reducer	3	pcs		
	250mmØ x 200mmØ Reducer	3	pcs		
	50mmØ x 32mmØ Tap Tee	35	pcs		
	50mmØ x 40mmØ Tap Tee	116	pcs		
	75mmØ Cleanout	34	pcs		
	100mmØ Cleanout	65	pcs		
	150mmØ Cleanout	7	pcs		
	50mmØ P-Trap	372	pcs		
	50mmØ Coupling	129	pcs		
	75mmØ Coupling	135	pcs		
	100mmØ Coupling	125	pcs		
	150mmØ Coupling	100	pcs		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	200mmØ Coupling	18	pcs		
	250mmØ Coupling	19	pcs		
	Sump Pit Assembly	0			
	100mmØ B.I. Pipe	6	pcs		
	100mmØ 90° Elbow	12	pcs		
	100mmØ Union Patent	4	pcs		
	Other Items	0			
	Lifting Cables (Stainless Steel Wire Rope - 4mm dia.)	2	rolls		
	Water Level Indicator (4-20MA Level Sensor-Beam Digital Display)	2	pcs		
	Guide Rails (SBR12-800mm with 2 pcs Block Bearing)	5	sets		
	Flow Switch (Automatic Pump Control)	2	pcs		
	0.30m x 0.30m x 50mm thk. Base Plate	2	pcs		
	19mm Anchor Bolt with Nut and Washer	12	pcs		
	Storm Drainage System				
	Perimeter Trench	149	l.m.	P	P
	20mmØ PPR Pipe	137	pcs		
	25mmØ PPR Pipe	35	pcs		
	32mmØ PPR Pipe	54	pcs		
	40mmØ PPR Pipe	52	pcs		
	50mmØ PPR Pipe	45	pcs		
	65mmØ PPR Pipe	95	pcs		
	75mmØ PPR Pipe	9	pcs		
	90mmØ PPR Pipe	29	pcs		
	20mmØ x 20mmØ Tee Equal	142	pcs		
	25mmØ x 25mmØ Tee Equal	65	pcs		
	32mmØ x 32mmØ Tee Equal	77	pcs		
	40mmØ x 40mmØ Tee Equal	64	pcs		
	50mmØ x 50mmØ Tee Equal	21	pcs		
	65mmØ x 65mmØ Tee Equal	13	pcs		
	75mmØ x 75mmØ Tee Equal	3	pcs		
	90mmØ x 90mmØ Tee Equal	15	pcs		
	25mmØ x 20mmØ Unequal Tee	21	pcs		
	32mmØ x 20mmØ Unequal Tee	15	pcs		
	32mmØ x 25mmØ Unequal Tee	4	pcs		
	40mmØ x 25mmØ Unequal Tee	10	pcs		
	40mmØ x 32mmØ Unequal Tee	22	pcs		
	50mmØ x 40mmØ Unequal Tee	14	pcs		
	65mmØ x 40mmØ Unequal Tee	8	pcs		
	75mmØ x 65mmØ Unequal Tee	6	pcs		
	90mmØ x 75mmØ Unequal Tee	5	pcs		
	25mmØ x 20mmØ Reducer	133	pcs		
	32mmØ x 20mmØ Reducer	75	pcs		
	32mmØ x 25mmØ Reducer	25	pcs		
	40mmØ x 25mmØ Reducer	55	pcs		
	40mmØ x 32mmØ Reducer	17	pcs		
	50mmØ x 40mmØ Reducer	24	pcs		
	65mmØ x 50mmØ Reducer	22	pcs		
	75mmØ x 65mmØ Reducer	15	pcs		
	90mmØ x 75mmØ Reducer	3	pcs		
	20mmØ 90° Elbow	579	pcs		
	25mmØ 90° Elbow	154	pcs		
	32mmØ 90° Elbow	49	pcs		
	40mmØ 90° Elbow	47	pcs		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	50mmØ 90° Elbow	20	pcs		
	65mmØ 90° Elbow	63	pcs		
	75mmØ 90° Elbow	4	pcs		
	90mmØ 90° Elbow	15	pcs		
	20mmØ x 12mm Ø Female Threaded Tee	223	pcs		
	25mmØ x 18mm Ø Female Threaded Tee	5	pcs		
	20mmØ End Cap	223	pcs		
	25mmØ End Cap	45	pcs		
	20mmØ Union Patent	11	pcs		
	25mmØ Union Patent	2	pcs		
	32mmØ Union Patent	11	pcs		
	40mmØ Union Patent	10	pcs		
	50mmØ Union Patent	9	pcs		
	65mmØ Union Patent	34	pcs		
	75mmØ Union Patent	1	pcs		
	90mmØ Union Patent	21	pcs		
	20mmØ Coupling	169	pcs		
	25mmØ Coupling	45	pcs		
	32mmØ Coupling	70	pcs		
	40mmØ Coupling	65	pcs		
	50mmØ Coupling	57	pcs		
	65mmØ Coupling	120	pcs		
	75mmØ Coupling	12	pcs		
	90mmØ Coupling	36	pcs		
	20mmØ Male Adaptor	22	pcs		
	25mmØ Male Adaptor	4	pcs		
	32mmØ Male Adaptor	20	pcs		
	40mmØ Male Adaptor	17	pcs		
	50mmØ Male Adaptor	17	pcs		
	65mmØ Male Adaptor	34	pcs		
	75mmØ Male Adaptor	2	pcs		
	90mmØ Male Adaptor	12	pcs		
	20mmØ Gate Valve PPR	11	pcs		
	25mmØ Gate Valve PPR	2	pcs		
	32mmØ Gate Valve PPR	10	pcs		
	40mmØ Gate Valve PPR	9	pcs		
	50mmØ Gate Valve PPR	9	pcs		
	65mmØ Gate Valve PPR	10	pcs		
	75mmØ Gate Valve PPR	1	pcs		
	90mmØ Gate Valve PPR	1	pcs		
	65mmØ Check Valve	2	pcs		
	90mmØ Check Valve	4	pcs		
	65mmØ Float Valve	12	pcs		
	90mmØ Float Valve	2	pcs		
	90mmØ Water Meter	1	pc		
	Fixtures (Water Efficient)				
	Water Closet, Tank Type	52	sets	P	P
	Urinal, Flush Valve	18	sets		
	Lavatory, Counter Top	59	sets		
	Lavatory, Wall Hung	8	sets		
	Kitchen Sink, Double	2	sets		
	Lavatory Faucet	67	pcs		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	Slop Sink	20	sets		
	Slop Sink Faucet	20	pcs		
	Kitchen Sink Faucet	10	pcs		
	Accessories				
	6mm thk Facial Mirror on 6mm thk Plywood Backing	39	sq.m.		
	Bathroom Accessories including Bidet, Tissue Holder, Soap Holder and Towel Hook	157	sets		
	Metal Door Hook	157	pcs		
	Flexible Hose	147	pcs		
	Single-Way Angle Valve	95	pcs		
	Two-Way Angle Valve	52	pcs		
	Hardwares and Accessories				
	100mm x 100mm Floor Drain	432	pcs		
	125mm x 125mm Floor Drain	8	pcs		
	150mm x 150mm Floor Drain	6	pcs		
	150mmØ Trench Drain	5	pcs		
	100mmØ Trench Drain	1	pc		
	Equipment				
	Transfer and Booster Pumps				
	Transfer Pumps Centrifugal end-suction, cast-iron casing, stainless steel shaft, mechanical seal, hard plastic impeller, with a capacity of 150 GPM against 140 FT. TDH, close coupled to a 10.0 HP, 220V, 75mmØ, 60Hz high efficient motor complete with electrodes for cistern and overhead tank, alternator and other accessories needed for automatic operation	2	sets		
	Booster Pumps Horizontal end-suction, centrifugal, stainless steel shaft, shaft construction, hard plastic impeller, mechanical seal with a capacity of 123 GPM against 100 FT. TDH, close coupled to a 5.00 HP, 220V, 25mmØ 60Hz, high efficient motor complete with magnetic starter and other accessories needed for alternate operation and parallel operation	1	sets		
	Sump Pumps Submersible type, non-clog, designed to pump waste water. Pump shall have a capacity of 150 GPM against a total dynamic head of 40 ft and driven by 3.0 HP, 220V, 25mm, 60Hz submersible motor. Complete with float switches for automatic alternating and parallel operation	2	sets		
	Sump Pumps Submersible type, non-clog, designed to pump waste water. Pump shall have a capacity of 50 GPM against a total dynamic head of 40 ft and driven by 1.0 HP, 220V, 25mmØ, 60Hz submersible motor. Complete with float switches for automatic alternating and parallel operation	4	sets		
	Pipe Hangers and Supports				
	For horizontal pipes less than 50mmØ (2m interval)	401	l.m.		
	For horizontal pipes greater than 50mmØ (1m interval)	575	l.m.		
	Downspout Brackets	782	l.m.		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	Miscellaneous				
	All Around Sealant	10	cans		
	15mm Ø x 6m. Round Bar	24	pcs		
	15mmØ Concrete Drill Bit	10	pcs		
	15mmØ Metal Drill Bit	10	pcs		
	15mmØ x 50mm, Expansion Bolt with Shield	216	sets		
	400cc Solvent Cement	34	cans		
	40mm x 3.12mm thk, Flat Bar	25	pcs		
	Hacksaw Blade	25	pcs		
	Teflon Tape	450	rolls		
	Waste Cloth	26	kg		
	Welding Rod	8	boxes		
				Material Cost 4	P
				Labor Cost 4	
				Direct Cost 4	P
5	ELECTRICAL WORKS				
	Lighting and Power System				
	Roughing-Ins				
	20mmØ PVC Pipe	8,450	pcs	P	P
	25mmØ PVC Pipe	313	pcs		
	110mmØ PVC Pipe	172	pcs		
	20mmØ IMC Pipe	160	pcs		
	25mmØ IMC Pipe	250	pcs		
	32mmØ IMC Pipe	94	pcs		
	40mmØ IMC Pipe	13	pcs		
	50mmØ IMC Pipe	16	pcs		
	60mmØ IMC Pipe	88	pcs		
	100mmØ IMC Pipe	125	pcs		
	20mmØ Flexible Metal Conduit	1,850	l.m.		
	20mmØ PVC Elbow	750	pcs		
	25mmØ PVC Elbow	250	pcs		
	110mmØ PVC Elbow	45	pcs		
	20mmØ IMC Elbow	125	pcs		
	25mmØ IMC Elbow	125	pcs		
	32mmØ IMC Elbow	100	pcs		
	40mmØ IMC Elbow	10	pcs		
	50mmØ IMC Elbow	9	pcs		
	60mmØ IMC Elbow	100	pcs		
	100mmØ IMC Elbow	38	pcs		
	20mmØ PVC Adaptor	7,563	pcs		
	25mmØ PVC Adaptor	625	pcs		
	110mmØ PVC Coupling	25	pcs		
	20mmØ IMC Coupling	125	pcs		
	25mmØ IMC Coupling	125	pcs		
	32mmØ IMC Coupling	100	pcs		
	40mmØ IMC Coupling	9	pcs		
	50mmØ IMC Coupling	9	pcs		
	60mmØ IMC Coupling	100	pcs		
	100mmØ IMC Coupling	44	pcs		
	20mmØ Straight Connector with Locknut	2,567	pcs		
	20mmØ PVC Locknut and Bushing	7,563	pairs		
	25mmØ PVC Locknut and Bushing	625	pairs		
	110mmØ PVC Locknut and Bushing	25	pairs		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	20mmØ IMC Locknut and Bushing	250	pairs		
	25mmØ IMC Locknut and Bushing	275	pairs		
	32mmØ IMC Locknut and Bushing	188	pairs		
	40mmØ IMC Locknut and Bushing	15	pairs		
	50mmØ IMC Locknut and Bushing	15	pairs		
	60mmØ IMC Locknut and Bushing	120	pairs		
	100mmØ IMC Locknut and Bushing	125	pairs		
	110mmØ PVC End Bell	25	pcs		
	100mmØ Weatherproof Entrance Cap, Diecast type	5	pcs		
	50mm x 100mm Metal Utility Box	1,250	pcs		
	100mm x 100mm Metal Junction Box with Cover	2,282	pcs		
	120mm Square Box with Cover	107	boxes		
	200mm x 300mm x 1200mm Fabricated Pull Box	10	units		
	250mm x 300mm x 3000mm Fabricated Pull Box	2	units		
	Wires and Cables				
	3.5mm² THHN Wire	409	rolls		
	5.5mm² THHN Wire	10	rolls		
	8.0mm² THHN Wire	19	rolls		
	14mm² THHN Wire	1,125	l.m.		
	30mm² THHN Wire	594	l.m.		
	38mm² THHN Wire	500	l.m.		
	50mm² THHN Wire	94	l.m.		
	80mm² THHN Wire	144	l.m.		
	150mm² THHN Wire	782	l.m.		
	250mm² THHN Wire	2,501	l.m.		
	2.0mm² TW Wire	144	rolls		
	3.5mm² TW Wire	10	rolls		
	5.5mm² TW Wire	13	rolls		
	8.0mm² TW Wire	4	rolls		
	14mm² TW Wire	38	l.m.		
	22mm² TW Wire	50	l.m.		
	38mm² TW Wire	250	l.m.		
	60mm² TW Wire	834	l.m.		
	Wiring Devices				
	Convenience Outlet with Ground, Plate and Cover, Duplex	429	pcs		
	Special Purpose Outlet	1	pcs		
	Hand Dryer Outlet	2	pcs		
	Aircon Outlet Multipurpose outlet 250V/20A	33	pcs		
	Floor Mounted Duplex Convenience Outlet with Ground	9	pcs		
	Single pole Switch with Plate and Cover	64	pcs		
	Switch with Plate and Cover, Two pole	86	pcs		
	Switch with Plate and Cover, Three pole	24	pcs		
	Switch with Plate and Cover, Three way	62	pcs		
	Lighting Fixtures (Energy Efficient)				
	1 x 20w Flourescent Light, Dust Proof	74	pcs		
	1 x 20w Flourescent Light, Box Type	228	pcs		
	1 x 36w Flourescent Light, Troffer Type	355	pcs		
	100mmØ Keyless Receptacle with 18W Bulb	6	pcs		
	200W Flood Light	15	pcs		
	Triangular Façade Lighting (Big)	2	pcs		
	Strip Lights	100	l.m.		
	100mmØ Pinlight	5	sets		
	150mmØ Pinlight	112	sets		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	Emergency Light	70	pcs		
	Exit Light	24	pcs		
	Pipe Hangers and Supports				
	Horizontal Layout of Pipe more or less than 50mmØ	1,403	l.m.		
	Vertical Layout of Pipe	510	l.m.		
	Miscellaneous and Consumables				
	#16 G.I. Tie Wire (for Cable Pulling)	100	kg		
	400cc Solvent Cement	100	cans		
	Electrical Tape	500	rolls		
	Hacksaw Blade	200	pcs		
	Rubber Tape	200	rolls		
	Panelboard				
	MCB Main: 3200 AT 3P 100 KAIC @ 600V with Ground Terminal Enclosure: NEMA 3R Floor Mounted	1	assy		
	LVSG (Unitized Panel) Main: 3200 AT 3P 100 KAIC @ 600V Branches: 1 - 2500 AT 3P MCCB 1 - 400 AT 3P MCCB 1 - 200 AT 3P MCCB 1 - Space Busbar Terminal with Ground Terminal Floor Mounted Enclosure: NEMA 3R	1	assy		
	MDP Main: 2500 AT 3P 100 KAIC @ 600V Branches: 2 - 400AT 3P MCCB 6 - 300 AT 3P MCCB 2 - Space Busbar Terminal with Ground Terminal Floor Mounted Enclosure: NEMA 3R	1	assy		
	DPA Main: 400 AT 3P 65 KAIC @ 240V Branches: 1 - 150 AT 3P MCCB 1 -100 AT 3P MCCB 3 - 70 AT 3P BOLT ON 1 - 50 AT 3P BOLT ON 2 - Space Busbar Terminal with Ground Terminal Enclosure: NEMA 1	1	assy		
	DPB Main: 300 AT 3P 65 KAIC @ 240V Branches: 1 - 200 AT 3P MCCB 1 -100 AT 3P MCCB 1 - 70 AT 3P BOLT ON 1 - Space Busbar Terminal with Ground Terminal Enclosure: NEMA 1	1	assy		
	DPC Main: 300 AT 3P 65 KAIC @ 240V Branches: 2 - 125 AT 3P MCCB 1 -100 AT 3P MCCB 1 - 70 AT 3P BOLT ON 2 - Space Busbar Terminal with Ground Terminal Enclosure: NEMA 1	1	assy		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	DPD Main: 300 AT 3P 65 KAIC @ 240V Branches: 2 - 125 AT 3P MCCB 3 - 70 AT 3P BOLT ON 1 - Space Busbar Terminal with Ground Terminal Enclosure: NEMA 1	1	assy		
	MPPI Main: 200 AT 3P 45 KAIC @ 240V Branches: 1 - 150 AT 3P MCCB 1 - 100 AT 3P MCCB 1 - 50 AT 3P BOLT ON 9 - 30 AT 2P BOLT ON with Ground Terminal Enclosure: NEMA 1	1	assy		
	LPPB Main: 70 AT 3P 18 KAIC @ 240V Branches: 2 - 30 AT 2P BOLT ON 9-20 AT 2P BOLT ON 1 - Space with Ground Terminal Enclosure: NEMA 1	1	assy		
	LPA Main: 100 AT 3P 25 KAIC @ 240V Branches: 15 - 20 AT 2P BOLT ON 1 - Space Busbar Terminal with Ground Terminal Enclosure: NEMA 1	1	assy		
	PPA Main: 150 AT 3P 25 KAIC @ 240V Branches: 7 - 40 AT 2P BOLT ON 6 - 30 AT 2P BOLT ON 6 - 20 AT 2P BOLT ON 1 - Space Busbar Terminal with Ground Terminal Enclosure: NEMA 1	1	assy		
	LPB Main: 100 AT 3P 25 KAIC @ 240V Branches: 2 - 30 AT 2P BOLT ON 16 - 20 AT 2P BOLT ON with Ground Terminal Enclosure: NEMA 1	1	assy		
	PPB Main: 200 AT 3P 35 KAIC @ 240V Branches: 6 - 40 AT 2P BOLT ON 4 - 30 AT 2P BOLT ON 12 - 20 AT 2P BOLT ON with Ground Terminal Enclosure: NEMA 1	1	assy		
	LPC Main: 100 AT 3P 25 KAIC @ 240V Branches: 1 - 30 AT 2P BOLT ON 15 - 20 AT 2P BOLT ON with Ground Terminal	1	assy		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	Enclosure: NEMA 1				
	PPC Main: 125 AT 3P 25 KAIC @ 240V Branches: 3 - 40 AT 2P BOLT ON 4 - 30 AT 2P BOLT ON 11 - 20 AT 2P BOLT ON with Ground Terminal Enclosure: NEMA 1	1	assy		
	LPD Main: 70 AT 3P 18 KAIC @ 240V Branches: 1 - 30 AT 2P BOLT ON 11 - 20 AT 2P BOLT ON with Ground Terminal Enclosure: NEMA 1	1	assy		
	PPD Main: 70 AT 3P 18 KAIC @ 240V Branches: 2 - 30 AT 2P BOLT ON 10 - 20 AT 2P BOLT ON with Ground Terminal Enclosure: NEMA 1	1	assy		
	LPPS (TYPICAL TO ALL SCIENCE LABORATORY) Main: 70 AT 3P 18 KAIC @ 240V Branches: 3 - 40 AT 2P BOLT ON 2 - 30 AT 2P BOLT ON 3 - 20 AT 2P BOLT ON with Ground Terminal Enclosure: NEMA 1	4	assy	P	
	LPPC (Typical To All Computer Laboratory) Main: 125 AT 3P 25 KAIC @ 240V Branches: 4 - 40 AT 2P BOLT ON 3 - 30 AT 2P BOLT ON 7 - 20 AT 2P BOLT ON with Ground Terminal Enclosure: NEMA 1	3	assy		
	LPPX (Typical To All Speech Laboratory) Main: 125 AT 3P 25 KAIC @ 240V Branches: 3 - 40 AT 2P BOLT ON 2 - 30 AT 2P BOLT ON 7 - 20 AT 2P BOLT ON with Ground Terminal Enclosure: NEMA 1	1	assy		
	Enclosed Circuit Breaker				
	30 AT, 3P, NEMA 3R	28	assy		
	40 AT, 3P, NEMA 3R	6	assy		
	50 AT, 3P, NEMA 3R	1	assy		
	150 AT, 3P, NEMA 3R	1	assy		
	400 AT, 3P, NEMA 3R	2	assy		
	Grounding and Lighting Protection System				
	Terminal Lug Coupling Connector	2	pcs		
	100 mm² Terminal Lug One Hole Long Barrel	1	pc		
	Inline Coupling	2	pcs		
	Lower Termination Kit	1	pc		
	Ground Well/Pit 200mm Depth with S/S Cover	2	pcs		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	20mmØ x 3m, Copper Bonded Ground Rod	45	pcs		
	100 mm² Cable to 20mm Rod, Cadweld Mold for GT Connection	45	pcs		
	Powder for GT Connection	20	pcs		
	Handle Clamp Mold	5	pcs		
	Flint Igniter	5	pcs		
	100mm² Bare Copper Wire (Uncut)	400	pcs		
				Materials Cost	P
				Labor Cost	
				Subtotal	P
6	AUXILIARY SYSTEM WORKS				
A	Fire Detection and Alarm System (FDAS)				
	Roughing-Ins				
	20mmØ PVC Pipe	9	pcs	P	P
	25mmØ Flexible Metallic Tube	175	l.m.		
	25mmØ EMT Pipe	1,300	pcs		
	Fittings and Accessories				
	20mmØ PVC Adaptor	4	pcs		
	20mmØ PVC Locknut and Bushing	4	pairs		
	25mmØ Straight Connector with Locknut	510	pairs		
	25mmØ EMT Connector, Set Screw Type	765	pcs		
	25mmØ EMT Elbow	220	pairs		
	0.60m x 0.60m x 0.60m Pullbox	17	assy		
	Square box, Metal	205	pcs		
	Utility box, Metal	50	pcs		
	Wires and Cables				
	1.25mm² TF Wire	150	rolls		
	Cat6 UTP Cable, 4-Pairs	35	l.m.		
	Fixtures, Devices and Equipment				
	Combination Smoke and Carbon Monoxide Detector	164	pcs		
	Heat Detector	41	pcs		
	Fire Alarm Manual Pull Station	25	pcs		
	Bell 150mmØ / Horn with Strobe Light	25	sets		
	Fire Alarm Control (and Ventillation) Panel (FACP), 16-Zones	1	unit		
	Indicator Power Supply and Back-up Battery Pack with Charger	1	set		
	Hanger and Supports				
	Horizontal Layout of Pipe more or less than 50mmØ	80	l.m.		
	Vertical Layout of Pipe	16	l.m.		
	Miscellaneous and Consumables				
	All Around Sealant	1	qrt		
	Electrical Tape	50	pcs		
	G.I. Tie Wire, Ga.16 (for Cable Pulling)	4	kg		
	Hacksaw Blade	27	pcs		
	Masking Tape	35	pcs		
	Pulling Lubricant	9	cans		
	Rubber Tape	26	pcs		
	Rugs	13	kg		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
B	Telephone and Data System				
	Roughing-Ins				
	25mm Ø x 3m PVC Pipe	525	pcs		
	110mmØ x 3m PVC Pipe	56	pcs		
	75mmØ x 3m PVC Pipe	7	pcs		
	25mmØ PVC Adaptor	280	pcs		
	60mmØ PVC Adaptor	55	pcs		
	SC, ST, LC Fiber Optic Connectors	1	box		
	Multimode Fiber Optic Connectors	1	box		
	25mm Ø PVC Locknut and Bushing	280	pairs		
	60mm Ø PVC Locknut and Bushing	55	pairs		
	60mmØ PVC End Bell	2	pcs		
	50mm x 100mm PVC Utility Box	140	pcs		
	125mm x 125mm Square Box with Cover	7	boxes		
	50mm x 100mm x 2.40m Wire Way with Cover, Powder-Coated	100	pcs		
	Pullbox, 0.6m x 0.6m x 0.25m	8	assy		
	Cable Trays and Terminal Cabinets Ground Strap, 3m	18	pcs		
	Fiber Adapter Cable Kits	1	set		
	Telecom Backboard, Flame Retardant	8	pcs		
	Wires and Cables				
	8.0mm ² THHN Wire	8	l.m.		
	Cat6 UTP Cable, 4 Pairs	65	rolls		
	Cat6 UTP Patch Cord, 550 Mhz, 1m	360	pcs		
	Fiber Optic Cable, 2 Core, Indoor/ Outdoor	670	l.m.		
	Fiber Optic Multicore Patch Cord, 1m	11	pcs		
	20mm Ø x 3000mm Grounding Rod (Copper Clad) with Ground Clamp	1	pc		
	Wiring Devices, Equipment and Enclosures				
	Data Connection Outlet	109	pcs		
	Data Connection Outlet, 2 Device	29	pcs		
	IP PBX with 20-lines and 120 IP Extensions	1	unit		
	Server Equipment	1	set		
	Main Distribution Frame (MDF) 48U Data Rack (475mm) with Standard Framing & Panelling and Vent Fans 1-Router, 8-port Rackmounted 1-Rackmounted UPS, 1000VA ≥ 5 mins "on-line" 1-Fiber Patch Panel, Rackmount Preloaded, 12-port (2U) 1-CAT6 Standard-Density Feed-Thru Patch Panel, 48-port (3U) 1-44 port UTP + 4-port FTP 10/100/1000 Network Switch (3U) 1- Rackmounted Surge Suppressor *with Cable managers and UTP/FTP Converter *UTP Cross-Connect Cables *FTP Cross-Connect Cables	1	assy		
	Intermediate Distribution Frame (IDF1) 20U Data Rack (475mm) with Standard Framing & Panelling and Vent Fans 1-CAT6 Standard-Density Feed-Thru Patch Panel, 24-port (2U) 1-20 port UTP + 4-port FTP 10/100/1000 Network	1	assy		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	Switch (2U) 1-Rackmounted UPS, 1000VA ≥ 5 mins "on-line" *with Cable managers and UTP/FTP Converter *UTP Cross-Connect Cables				
	Intermediate Distribution Frame (IDF2,3,5,6,7,8) 30U Data Rack (475mm) with Standard Framing & Panelling and Vent Fans 1-CAT6 Standard-Density Feed-Thru Patch Panel, 48-port (3U) 1-12 port UTP + 4-port FTP 10/100/1000 Network Switch (2U) 1-CAT6 Standard-Density Feed-Thru Patch Panel, 12-port (1U) 1-Rackmounted UPS, 1000VA ≥ 5 mins "on-line" *with Cable managers and UTP/FTP Converter *UTP Cross-Connect Cables	6	assy		
	Intermediate Distribution Frame (IDF4) 20U Data Rack (475mm) with Standard Framing & Panelling and Vent Fans 1-CAT6 Standard-Density Feed-Thru Patch Panel, 48-port (3U) 1-44 port UTP + 4-port FTP 10/100/1000 Network Switch (3U) 1-Rackmounted UPS, 1000VA ≥ 5 mins "on-line" *with Cable managers and UTP/FTP Converter *UTP Cross-Connect Cables	1	assy		
	Hangers and Supports				
	Horizontal Layout of Pipe more or less than 50mmØ	53	l.m.		
	Vertical Layout of Pipe	48	l.m.		
	Miscellaneous and Consumables				
	400cc Solvent Cement	4	cans		
	Electrical Tape	10	rolls		
	Masking Tape	35	rolls		
	Rubber Tape	8	rolls		
	Hacksaw Blade	15	pcs		
	Rugs	3	kg		
C	CCTV and Security System				
	Roughing-Ins				
	20mm Ø x 3m PVC Pipe	128	pcs		
	25mm Ø x 3m PVC Pipe	459	pcs		
	20mm Ø x 3m Flex Metal Conduit	60	l.m.		
	20mm Ø PVC Adaptor	26	pcs		
	25mm Ø PVC Adaptor	86	pcs		
	20mm Ø Straight Connector	116	pcs		
	20mm Ø PVC Locknut and Bushing	26	pairs		
	25mm Ø PVC Locknut and Bushing	86	pairs		
	100mm x 100mm PVC Junction Box with Cover	23	pcs		
	117mm Square Box with Cover	11	boxes		
	Pullbox. 0.20m x 0.20 x 0.3m	11	assy		
	Wires and Cables				
	Cat6 UTP Cable, 4 pairs	22	rolls		
	A/V Cables	40	l.m.		
	Wiring Devices and Equipment				
	Network Video Recorder (NVR), 16-Channel	4	units		
	Day/Night Dome IP Camera, Indoor	16	pcs		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	IP Bullet Camera Outdoor	19	pcs		
	32-in LED Display	4	units		
	26-port PoE Switch	3	units		
	UPS, 1000VA ≥ 5 mins "on-line"	1	units		
	Hangers and Supports				
	Horizontal Layout of Pipe more or less than 50mmØ	53	l.m.		
	Vertical Layout of Pipe	48	l.m.		
	Miscellaneous and Consumables				
	400cc Solvent Cement	5	cans		
	Electrical Tape	10	rolls		
	Hacksaw Blade	12	pcs		
	Masking Tape	35	rolls		
	Pulling Lubricant	3	cans		
	Rubber Tape	8	rolls		
	Rugs	8	kg		
				Material Cost 6	P
				Labor Cost 6	
				Direct Cost 6	P
7	MECHANICAL WORKS				
A	Refrigerant Pipe System				
	6mm Ø Copper Coil Tubing	75	lm	P	P
	10mm Ø Copper Coil Tubing	30	lm		
	16mm Ø Copper Coil Tubing	45	lm		
	6mm Ø x 20mm thick Rubber Foam Insulation	75	lm		
	10mm Ø x 20mm thick Rubber Foam Insulation	30	lm		
	16mm Ø x 20mm thick Rubber Foam Insulation	45	lm		
B	Condensate Water Drainage System				
	32mm Ø x 3m uPVC Pipe	25	pc		
	32mm Ø uPVC Elbow	10	pc		
	32mm Ø x 12mm thick Rubber Foam Insulation	75	lm		
C	Ventilation System				
	150mm Ø x 3m PVC Pipe	55	pc		
	150mm Ø 90° PVC Elbow	39	pc		
	150mm Ø Air Vent Cap	39	pc		
				Materials Cost	P
				Labor Cost	
				Subtotal	P
D	Mechanical Equipment				
	Ventilating Fan & Blower				
	EF 1 - Ceiling-mounted Exhaust Fan, 97CMH, 12W, 230V / 1φ / 60Hz	8	unit	P	P
	EF 2 - Ceiling-mounted Exhaust Fan, 205CMH, 20W, 230V / 1φ / 60Hz	1	unit		
	EF 3 - Ceiling-mounted Exhaust Fan, 430CMH, 56W, 230V / 1φ / 60Hz	30	unit		
	EF 4 - Wall-mounted Axial Exhaust Fan, 1260CMH, 52W, 230V / 1φ / 60Hz	1	unit		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	KEF 1 - Centrifugal Exhaust Fan, 500CMH, 86W, 230V / 1 ϕ / 60Hz	2	unit	P	P
	CPVF 1 - Axial Jet Fan, 4392CMH, 800W, 230V / 1 ϕ / 60Hz	4	unit		
	BL 1 - High Pressure Dual Stage Electric Blower, 230CMH, 3.5W, 230V / 1 ϕ / 60Hz	2	unit		
	CF 1 - Ceiling Fan, 0.50cms, 100W, 230V / 1 ϕ / 60Hz	70	unit		
	Window-type Air Conditioning Unit				
	WAC 1 - 2.5hp, 550cmm, 2.61kW, 230V / 1 ϕ / 60Hz	39	unit		
	WAC 2 - 1.5hp, 270cmm, 1.21kW, 230V / 1 ϕ / 60Hz	2	unit		
	WAC 3 - 1.0hp, 200cmm, 0.93kW, 230V / 1 ϕ / 60Hz	2	unit		
				Equipment Cost	P
				Labor Cost	
				Subtotal	P
	Split-type Air Conditioning Unit				
	SAC 1 - Wall Mounted Split-type Air Conditioning Unit, 2.0TR 6.35mm ϕ Liquid, 15.88mm ϕ Gas & 32mm ϕ Drain Pipes 2.54kW, 230V / 1 ϕ / 60Hz	3	unit	P	P
	SAC 2 - Wall Mounted Split-type Air Conditioning Unit, 0.8TR 6.35mm ϕ Liquid, 9.52mm ϕ Gas & 25mm ϕ Drain Pipes 0.735kW, 230V / 1 ϕ / 60Hz	2	unit		
				Equipment Cost	P
				Labor Cost	
				Subtotal	P
F	Pipe Hangers and Supports				
	Refrigerant Pipe System Support (150mm ϕ Clevis Hanger)	75	lm		
	Condensate Water Drainage Support for Split Type ACU	20	lm		
	Condenser Wall Mounted Support with Accessories	5	unit		
	Vibration Isolator	20	pc		
G	Miscellaneous & Consumables				
	400cc Pipe Solvent Cement	5	can		
	25mm wide x 50m long Polyethylene Tape	10	roll		
	Brazing Rod (10pcs/box)	2	box		
	Waste Cloth	5	kg		
				Materials Cost	P
				Labor Cost	
				Subtotal	P
				Materials Cost 7	P
				Labor Cost 7	
				Direct Cost 7	P
8	FIRE PROTECTION WORKS				
A	Pipes and Fittings				
	25mm ϕ x 6m B.I. Pipe	622	pc	P	P
	32mm ϕ x 6m B.I. Pipe	80	pc		
	40mm ϕ x 6m B.I. Pipe	28	pc		
	50mm ϕ x 6m B.I. Pipe	31	pc		
	65mm ϕ x 6m B.I. Pipe	57	pc		
	75mm ϕ x 6m B.I. Pipe	25	pc		
	100mm ϕ x 6m B.I. Pipe	27	pc		
	150mm ϕ x 6m B.I. Pipe	18	pc		
	75mm ϕ x 75mm ϕ B.I. Tee	16	pc		
	100mm ϕ x 100mm ϕ B.I. Tee	11	pc		
	150mm ϕ x 100mm ϕ B.I. Tee	1	pc		
	150mm ϕ x 150mm ϕ B.I. Tee	4	pc		
	100mm ϕ 90° B.I. Elbow	4	pc		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	75mm Ø x 65mm Ø B.I. Reducer	24	pc		
	100mm Ø x 40mm Ø B.I. Reducer	1	pc		
	100mm Ø x 65mm Ø B.I. Reducer	26	pc		
	100mm Ø x 75mm Ø B.I. Reducer	10	pc		
	150mm Ø x 100mm Ø B.I. Reducer	2	pc		
	25mm Ø x 25mm Ø B.I. Tee	429	pc		
	32mm Ø x 25mm Ø B.I. Tee	37	pc		
	32mm Ø x 32mm Ø B.I. Tee	71	pc		
	40mm Ø x 25mm Ø B.I. Tee	5	pc		
	40mm Ø x 32mm Ø B.I. Tee	7	pc		
	40mm Ø x 40mm Ø B.I. Tee	42	pc		
	50mm Ø x 40mm Ø B.I. Tee	22	pc		
	50mm Ø x 50mm Ø B.I. Tee	5	pc		
	25mm Ø 90° B.I. Elbow	608	pc		
	32mm Ø 90° B.I. Elbow	31	pc		
	40mm Ø 90° B.I. Elbow	2	pc		
	50mm Ø 90° B.I. Elbow	10	pc		
	32mm Ø x 25mm Ø B.I. Reducer	259	pc		
	40mm Ø x 25mm Ø B.I. Reducer	17	pc		
	40mm Ø x 32mm Ø B.I. Reducer	85	pc		
	50mm Ø x 32mm Ø B.I. Reducer	9	pc		
	50mm Ø x 40mm Ø B.I. Reducer	10	pc		
	65mm Ø x 40mm Ø B.I. Reducer	14	pc		
	65mm Ø x 50mm Ø B.I. Reducer	9	pc		
	25mm Ø B.I. Threadolet	22	pc		
	32mm Ø B.I. Threadolet	76	pc		
	40mm Ø B.I. Threadolet	53	pc		
	40mm Ø B.I. End Cap	16	pc		
	12mm Ø B.I. Plug	750	pc		
B	Fixtures				
	Fire Sprinkler Head				
	12mm Ø Upright-type Fire Sprinkler Head, 68°C	623	pc		
	12mm Ø Pendent-type Fire Sprinkler Head, 68°C	240	pc		
	12mm Ø Sidewall-type Fire Sprinkler Head, 68°C	59	pc		
	Fire Department Connection	1	set		
	Fire Extinguisher	7	pc		
	Fire Hose Cabinet	17	set		
C	Valves and Appurtenances				
	65mm Ø Fire Hose Valve	17	pc		
	25mm Ø Sight Glass	10	pc		
	25mm Ø Globe Valve	20	pc		
	50mm Ø Globe Valve	1	pc		
	50mm Ø Check Valve	1	pc		
	150mm Ø Check Valve	2	pc		
	150mm Ø Alarm Check Valve	1	pc		
	75mm Ø Relief Valve	1	pc		
	100mm Ø Butterfly Valve with Tamper Switch	10	pc		
	100mm Ø Flow Switch	10	pc		
	200psi Pressure Gauge	10	pc		
	750gpm Flow Meter	1	pc		
				Materials Cost	P
				Labor Cost	
				Subtotal	P

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
D	Fire Protection Equipment				
	Water Pump				
	FP 1 - Vertical Turbine Fire Pump, 170.3cmh, 82.0m head, 55.95kW, 230V / 3φ / 60Hz	1	unit	P	P
	JP 1 - Submersible Jockey Pump, 5.67cmh, 73.0m head, 3.73kW, 230V / 3φ / 60Hz	1	unit		
				Equipment Cost	P
				Labor Cost with Technical Supervision	
				Subtotal	P
E	Pipe Hangers and Supports				
	Hangers for 25mm Ø B.I. Pipe	3,732	l.m.	P	P
	Hangers for 40mm Ø B.I. Pipe	648	l.m.		
	Hangers for 50mm Ø B.I. Pipe	186	l.m.		
	Hangers for 65mm Ø B.I. Pipe	342	l.m.		
	Hangers for 75mm Ø B.I. Pipe	150	l.m.		
	Hangers for 100mm Ø B.I. Pipe	162	l.m.		
	Hangers for 150mm Ø B.I. Pipe	108	l.m.		
	Support for Vertical Pipes	81	l.m.		
F	Miscellaneous & Consumables				
	20mm Ø Metal Drill Bit	51	pc		
	Hacksaw Blade	28	pc		
	Rubber Gasket	7	lm		
	Special Purpose Sealant	28	tube		
	Teflon Tape	83	roll		
	Threading Oil	17	gal		
	Waste Cloth	28	kg		
	Welding Rod	50	box		
				Materials Cost	P
				Labor Cost	
				Subtotal	P
				Material Cost 8	P
				Labor Cost 8	
				Direct Cost 8	P
9	UTILITY AND ANCILLARY WORKS				
	Sewage Treatment Chamber (10.00m L x 2.70m W x 3.75m)	102	cu.m.	P	P
	Fire Reserve (6.00m L x 6.90m W x 2.92m D)	121	cu.m.		
	Cistern Tank (2.20m L x 6.90m W x 2.00m D)	31	cu.m.		
				Direct Cost 9	P
				Material Cost II	P
				Labor Cost II	
				Direct Cost II	P
III	LAND DEVELOPMENT WORKS				
1	CONSTRUCTION OF ROADWAY, SIDEWALK AND PATHWALK				
	SITE WORKS				
	Excavation				
	Pavement	327	cu.m.	P	P
	Sidewalk	20	cu.m.		
	Flagpole	2	cu.m.		
	Ramp	19	cu.m.		
				Subtotal	P
	Gravel Bedding	1	cu.m.	P 900.00	P
				Materials Cost	P
				Labor Cost	
				Subtotal	P

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	Backfill and Compaction				
	Flagpole	2	cu.m.	P	P
	Service Ramp	142	cu.m.		
	Ramp	28	cu.m.		
				Subtotal	P
	Agregate Base Course	67	cu.m.	P	P
	Aggregate Sub-Base Course	89	cu.m.		
	P.C.C.P., 0.20m. thk., 550 F, 7 days	1,184	sq.m.		
	Restoration of Concrete Sidewalk/Driveways	139	sq.m.		
	Concrete Curb and Gutter (Type B)	100	l.m.		
	Concrete Wheel Stopper	2	units		
				Subtotal	P
	CIVIL / STRUCTURAL WORKS				
	Concrete Works				
	On Site Mix Concrete				
	Concrete Encasement	4	cu.m.	P	P
	Wall Footing	8	cu.m.		
	Flag Pole	3	cu.m.		
	Reinforcing				
	Grade 40 Reinforcing Steel Bar including G.I. Tie Wire # 16				
	10mmØ Wall Footing	684	kg		
	Grade 60 Reinforcing Steel Bar including G.I. Tie Wire # 16				
	16mmØ Flag Pole	602	kg		
	Formworks				
	Footing	2	sq.m.		
	Column	4	sq.m.		
	Wall Footing	34	sq.m.		
	Flag Pole Pedestal	37	sq.m.		
	Masonry Works				
	100mm CHB Wall Laying, including Mortar, Reinforcing and Two-Face Plastering	54	sq.m.		
	Non Shrink Grout 20mm thk	10	pcs		
	Metal Works				
	Flag Pole				
	150mmØ - 75mmØ Tapered Hot Tipped G.I Pipe Sch. 40 including Base Plate, Wing Plate and 25mm x 400mm Anchor Bolt	1	unit		
	Miscellaneous and Consumables				
	Cut Off Blade	5	pcs		
	Grinding Disc	10	pcs		
	Hacksaw Blade	5	pcs		
	Welding Rod	2	boxes		
				Materials Cost	P
				Labor Cost	
				Subtotal	P
	ARCHITECTURAL WORKS				
	Painting Works				
	Elastomeric Paint Finish	45	sq.m.		
	Rubberized Paint (Directional Signage, Parking Partition, PWD Logo and Landing of Ramp)	60	sq.m.		
				Materials Cost	P
				Labor Cost	
				Subtotal	P
				Material Cost 1	P
				Labor Cost 1	
				Direct Cost 1	P

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
2	CONSTRUCTION OF CENTER ISLAND AND WATER FEATURE				
	SITE WORKS				
	Excavation	6	cu.m.		
				Sub Total	₱
	Gravel Bedding	8	cu.m.		
				Materials Cost	₱
				Labor Cost	
				Subtotal	₱
	Backfill and Compaction	6	cu.m.		
				Sub Total	₱
	100mm Concrete Curb including Temperature Bars	123	sq.m.		
	Concrete Curb and Gutter (Type B)	47	l.m.		
				Subtotal	₱
	CIVIL / STRUCTURAL WORKS				
	Concrete Works				
	On Site Mix Concrete				
	Wall Footing	3	cu.m.		
	Reinforcing Steel Bars				
	Grade 40 Reinforcing Steel Bar including G.I. Tie Wire # 16				
	10mmØ Wall footing	78	kg		
	10mmØ Water Feature Slab	78	kg		
	Formworks (Center Island)	2	sq.m.		
	Thermal and Moisture Protection				
	Cementitious Capillary Type Waterproofing	28	sq.m.		
	Masonry Works				
	100mm CHB Wall Laying, including Mortar, Reinforcing and Two-Face Plastering	43	sq.m.		
	Architectural Works				
	Wall Finishes				
	600mm x 600mm Homogeneous Tiles Rough Finish	153	sq.m.		
	Plantbox with Bricks	2	sq.m.		
	Painting Works				
	Elastomeric Paint Finish (Curb and Gutter)	31	sq.m.		
	Logos and Letterings				
	Stainless Steel Letterings of "BIHS" including Accessories	4	sets		
	Miscellaneous and Consumables				
	Cut Off Blade	5	pcs		
	Grinding Disc	10	pcs		
	Hacksaw Blade	5	pcs		
	Welding Machine	1	unit		
	Welding Rod	1	box		
				Materials Cost	₱
				Labor Cost	
				Sub Total	₱
				Material Cost 2	₱
				Labor Cost 2	
				Direct Cost 2	₱

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
3	CONSTRUCTION OF PERIMETER FENCE				
	SITE WORKS				
	Excavation	118	cu.m.	P	P
				Subtotal	P
	Gravel Bedding	17	cu.m.	P	P
				Materials Cost	P
				Labor Cost	
				Subtotal	P
	Backfill and Compaction	118	cu.m.	P 455.00	P
				Sub Total	P
	CIVIL / STRUCTURAL WORKS				
	Concrete Works				
	Ready Mix Concrete, 21MPa, 3/4 Gravel @ 28 days				
	Column Footing	32	cu.m.	P	P
	Column	9	cu.m.		
	Stiffener Beam	15	cu.m.		
	Grade 40 Reinforcing Steel Bar including G.I. Tie Wire # 16				
	10mmØ Perimeter Fence	2,441	kg		
	Grade 60 Reinforcing Steel Bar including G.I. Tie Wire # 16				
	16mmØ Perimeter Fence	3,932	kg		
	Formworks and Scaffoldings	60	l.m.		
	Masonry Works				
	150mm CHB Wall Laying, including Mortar, Reinforcing and Two-Face Plastering	492	sq.m.		
				Materials Cost	P
				Labor Cost	
				Sub Total	P
	ARCHITECTURAL WORKS				
	Painting Works				
	Elastomeric Paint Finish (CHB Wall, Beam and Columns)	984	sq.m.	P	P
				Materials Cost	P
				Labor Cost	
				Sub Total	P
				Material Cost 3	P
				Labor Cost 3	
				Direct Cost 3	P
4	CONSTRUCTION OF GUARD HOUSE, MAIN ENTRANCE GATE AND SERVICE ENTRANCE POST				
	SITE WORKS				
	Excavation	26	cu.m.	P	P
				Subtotal	P
	Gravel Bedding	2	cu.m.	P	P
				Materials Cost	P
				Labor Cost	
				Subtotal	P
	Backfill and Compaction	21	cu.m.	P	P
				Subtotal	P
	CIVIL / STRUCTURAL WORKS				
	Concrete Works				
	Ready Mix Concrete, 21MPa, 3/4" Gravel @ 28 days				
	Column Footing	3	cu.m.	P	P
	Wall Footing	6	cu.m.		
	Column Footing	4	cu.m.		
	Slab on Fill	1	cu.m.		
	Suspended Slab	1	cu.m.		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	Beam	4	cu.m.		
	Grade 40 Reinforcing Steel Bar including G.I. Tie Wire # 16				
	10mmØ Beams and Columns	871	kg		
	Grade 60 Reinforcing Steel Bar including G.I. Tie Wire # 16				
	16mmØ Beams, Columns and Footings	1,026	kg		
	Formworks				
	Footing	21	sq.m.		
	Beam	24	sq.m.		
	Column	27	sq.m.		
	Flag Pole Steps	22	sq.m.		
	Scaffoldings/ shorings				
	Beam	24	l.m.		
	Column	53	l.m.		
	Suspended Slab	15	sq.m.		
	Masonry Works				
	100mm CHB Wall Laying, including Mortar, Reinforcing and Two-Face Plastering	103	sq.m.		
	Metal Works				
	100mm x 50mm x 6.35mm, Tubular Bar	1,348	kg		
	25mm x 25mm x 6.35, Tubular Bar	2,242	kg		
	50mm x 50mm x 6mm Angle bar	149.98353	kg		
	50mm x 75mm x 6mm Channel	229.29136	kg		
	50mm Heavy Duty Pulley Roller	8	pcs		
	50mm Heavy Duty Steel Hanger Roller	8	pcs		
	Moisture Protection				
	Cementitious Capillary-Type Waterproofing (Deck)	12	sq.m.	P	P
				Materials Cost	P
				Labor Cost	
				Subtotal	P
	ARCHITECTURAL WORKS				
	Painting Works				
	Elastomeric Paint Finish (Exterior)	165	sq.m.	P	P
	Flat Latex Paint Finish (Interior)	41	sq.m.		
	Epoxy Enamel Paint Finish (Steel Surface)	103	sq.m.		
	Logos and Letterings				
	Stainless Steel Signage (10" x 12") with Neon Backlight and Accessories "BAGBAG INTEGRATED HIGH SCHOOL"	26	sets		
	QC Logo	1	set		
	Miscellaneous and Consumables				
	Cut Off Blade	5	pcs		
	Cutting Disc	2	pcs		
	Grinding disc	10	pcs		
	Hacksaw	5	pcs		
	Welding Rod	5	kg		
				Materials Cost	P
				Labor Cost	
				Sub Total	P
	Installation of Windows				
	W21 - (0.80m x 1.20m) 6mm Thk Glass on Powder Coated Aluminum Frames with Grilles, Jalousie Type	4	sets	P	P
				Materials Cost	P
				Labor Cost	
				Sub Total	P
				Material Cost 4	P
				Labor Cost 4	
				Direct Cost 4	P

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
5	CONSTRUCTION OF PUMP HOUSE				
	SITE WORKS				
	Excavation	1	cu.m.	P	P
				Subtotal	P
	Gravel Bedding	1	cu.m.	P	P
				Materials Cost	P
				Labor Cost	
				Subtotal	P
	Backfill and Compaction	1	cu.m.	P	P
				Subtotal	P
	CIVIL/ STRUCTURAL WORKS				
	Concrete Works				
	Ready Mix Concrete, 28MPa, 3/4" Gravel @ 28 days				
	Column Footing	1	cu.m.	P	P
	Wall Footing	1	cu.m.		
	Column Footing	1	cu.m.		
	Slab on Fill	1	cu.m.		
	Beam	1	cu.m.		
	Grade 40 Reinforcing Steel Bar including G.I. Tie Wire # 16				
	10mmØ Pump House	232	kg		
	Grade 60 Reinforcing Steel Bar including G.I. Tie Wire # 16				
	16mmØ Pump House	248	kg		
	Formworks	23	sq.m.		
	Shoring	31	l.m.		
	Masonry Works				
	100mm CHB Wall Laying, including Mortar, Reinforcing and Two-Face Plastering	21	sq.m.		
	Moisture Protection				
	Cementitious Capillary-Type Waterproofing (Deck)	13	sq.m.		
				Materials Cost	P
				Labor Cost	
				Subtotal	P
	ARCHITECTURAL WORKS				
	Painting works				
	Elastomeric Paint Finish (Exterior Wall)	21	sq.m.	P	P
	Latex Paint Finish (Interior Wall)	23	sq.m.		
				Materials Cost	P
				Labor Cost	
				Subtotal	P
	Installation of Doors				
	D-12 Metal Door with Louvers and Barrel Bolt Lock including Complete Accessories	1	set	P	P
	Installation of Windows				
	W-22 Heavy Duty G.I Louver Window	1	set		
	W-23 6mm thk. Glass on Powder Coated Aluminum Frame, Fixed Type	1	set		
				Materials Cost	P
				Labor Cost	
				Sub Total	P
				Material Cost 5	P
				Labor Cost 5	
				Direct Cost 5	P

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
6	CONSTRUCTION OF RETAINING WALL (CREEKSIDE AND RAMP)				
	SITE WORKS				
	Excavation	132	cu.m.	P	P
				Sub Total	P
	Gravel Bedding	15	cu.m.	P	P
				Material Cost	P
				Labor Cost	
				Direct Cost	P
	Backfill and Compaction	462	cu.m.	P	P
				Sub Total	P
	CIVIL / STRUCTURAL WORKS				
	Concrete Works				
	Ready Mix Concrete, 28MPa, 3/4" Gravel @ 28 days				
	Retaining Wall	114	cu.m.	P	P
	Columns	3	cu.m.		
	Beams	2	cu.m.		
	Reinforcing Steel Bars				
	Grade 40 Reinforcing Steel Bar including G.I. Tie Wire # 16				
	10mmØ Retaining Wall	2,004	kg		
	10mmØ Columns	219	kg		
	10mmØ Beams	126	kg		
	Grade 60 Reinforcing Steel Bar including G.I. Tie Wire # 16				
	16mmØ Retaining Wall	8,913	kg		
	16mmØ Columns	379	kg		
	16mmØ Beams	304	kg		
	Formworks and scaffoldings				
	Retaining Wall	177.00122	sq.m.		
	Columns	42	sq.m.		
	Beams	33	sq.m.		
	Scaffoldings/ Shorings				
	Retaining Wall	107	sq.m.		
	Columns	47	sq.m.		
	Beams	44	sq.m.		
	Masonry Works				
	100mm CHB Wall Laying, including Mortar, Reinforcing and Two-Face Plastering	115	sq.m.		
				Materials Cost	P
				Labor Cost	
				Sub Total	P
	ARCHITECTURAL WORKS				
	Painting Works				
	Elastomeric Paint Finish (Retaining Wall)	229	sq.m.		
				Materials Cost	P
				Labor Cost	
				Sub Total	P
				Material Cost 6	P
				Labor Cost 6	
				Direct Cost 6	P

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
7	CONSTRUCTION OF ELECTRICAL MANHOLE				
	SITE WORKS				
	Excavation (Solid Rock Adobe)	2	cu.m.	P	P
	Gravel Bedding	16	cu.m.	P	P
				Materials Cost	P
				Labor Cost	
				Subtotal	P
	CIVIL / STRUCTURAL WORKS				
	Concrete Works				
	Ready Mix Concrete, 21MPa, 3/4" Gravel @ 28 days				
	Slab on Fill	1	cu.m.	P	P
	Manhole Cover	1	cu.m.		
	Reinforcing Steel Bars				
	Grade 40 Reinforcing Steel Bar including G.I. Tie Wire # 16	16	kg		
	Formworks and Scaffolding	1	sq.m.		
	Grade 40 Reinforcing Steel Bar				
	10mmØ Steel Handle	5	kg		
	Masonry Works				
	100mm CHB Wall Laying, including Mortar, Reinforcement and Two-Face Plastering	36	sq.m.		
	Moisture Protection				
	Cementitious Capillary-Type Waterproofing	5	sq.m.		
				Materials Cost	P
				Labor Cost	
				Subtotal	P
				Material Cost 7	P
				Labor Cost 7	
				Direct Cost 7	P
8	CONSTRUCTION OF PARKLIGHTS				
	SITE WORKS				
	Excavation	20	cu.m.	P	P
				Sub Total	P
	Gravel Bedding	1	cu.m.	P	P
				Materials Cost	P
				Labor Cost	
				Subtotal	P
	Backfill and Compaction	13	cu.m.	P	P
				Sub Total	P
	CIVIL / STRUCTURAL WORKS				
	Ready Mix Concrete, 28MPa, 3/4" Gravel @ 28 days				
	Footing	6	cu.m.	P	P
	Pedestal	2	cu.m.		
	Reinforcing Steel Bars				
	Grade 40 Reinforcing Steel Bar including G.I. Tie Wire # 16				
	12mm Ø Wall Footing	89	kg		
	Grade 60 Reinforcing Steel Bar including G.I. Tie Wire # 16				
	16mm Ø Footing	569	kg		
	16mm Ø Column Pedestal	199	kg		
	Formworks				
	Column	26	sq.m.		
	Scaffoldings / Shoring				
	Column	21	l.m.		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	Metal Works				
	100mm Ø G.I. Pipe Schedule 40	2,179	kg		
	100mm x 100mm x 20mm Gusset Plate	189	kg		
	300mm x 300mm x 20mm Base Plate	283	kg		
	Miscellaneous and Consumables				
	Acetylene Tank (Refill)	2	tanks		
	Assorted Metal Drill Bit	10	pcs		
	Cut Off Blade	10	pcs		
	Grinding Disc Metal	10	pcs		
	Oxygen Tank (Refill)	4	tanks		
				Materials Cost	₱
				Labor Cost	
				Subtotal	₱
	ARCHITECTURAL WORKS				
	Tile Finishes				
	150mm x 150mm Ceramic Tiles	12	sq.m.	₱	₱
	Painting Works				
	Elastomeric Paint Finish (Exterior Masonry Wall)	26	sq.m.		
	Epoxy Enamel Finish (Steel Members)	41	sq.m.		
	Red Oxide Metal Primer (Electrical Works)	25	sq.m.		
	Quick Dry Enamel Paint Finish (Electrical Works)	25	sq.m.		
				Materials Cost	₱
				Labor Cost	
				Subtotal	₱
				Material Cost 8	₱
				Labor Cost 8	
				Direct Cost 8	₱
9	ELECTRICAL WORKS				
	Roughing-Ins				
	15mm Ø x 3m PVC Pipe	404	pcs	₱	₱
	15mm Ø x PVC Adaptor	210	pcs		
	15mm Ø x PVC Locknut	210	pcs		
	32mm Ø x 3m PVC Pipe	53	pcs		
	32mm Ø x PVC Adaptor	26	pcs		
	32mm Ø x PVC Locknut	26	pcs		
	50mm x 100mm Utility Box	5	pcs		
	100mm x 100mm Junction Box with Cover	99	pcs		
	120mm PVC Square Box	3	pcs		
	15mmØ Flexible Metallic Conduit	142	l.m.		
	15mmØ Straight Connector with Locknut	26	pcs		
	Wires and Cables				
	3.5 mm² TW Wire	8	roll		
	5.5 mm² TW Wire	1	l.m.		
	5.5 mm² THHN Wire	17	rolls		
	14 mm² THHN Wire	265	roll		
	UTP Cat6	204	l.m.		
	Lighting Devices and Fixtures				
	150mm Ø Pinlight	2	pcs		
	Triangular façade Lighting (Big)	4	pcs		
	Traiangular Façade Lighting (Fence)	39	pcs		
	2- Luminaire Park lights with 3m Post	10	pcs		
	Bollard Lights	13	pcs		
	IP Bullet Camera outdoor	3	pcs		
	Under Water lights	12	pcs		

ITEM NO.	WORK DESCRIPTION and SCOPE OF WORKS	QTY	UNIT	UNIT COST	TOTAL COST
	Two Pole Switch with Plate and Cover	1	pcs		
	Three Pole Switch with Plate and Cover	1	pcs		
	Miscellaneous and Consumables				
	# 16 G.I. Tie Wire (for cable pulling)	5	kg		
	25mm Ø x 32mm Tox screw	5	box		
	400cc Solvent Cement	10	cans		
	Electrical Tape	20	rolls		
	Hacksaw Blade	10	pcs		
	Rubber Tape	10	rolls		
				Material Cost 9	₱
				Labor Cost 9	
				Direct Cost 9	₱
				Material Cost III	₱
				Labor Cost III	
				Direct Cost III	₱

SUMMARY

ITEM NO	WORK DESCRIPTION and SCOPE OF WORKS	TOTAL COST
I	GENERAL REQUIREMENTS	₱
II	CONSTRUCTION OF EIGHT (8) STOREY WITH BASEMENT SCHOOL BUILDING (PHASE 1)	
III	LAND DEVELOPMENT WORKS	
<p style="text-align: right;">TOTAL DIRECT COST</p> <p style="text-align: right;">Overhead, Contingencies and Miscellaneous Expenses (OCM)</p> <p style="text-align: right;">PROFIT</p> <p style="text-align: right;">VAT</p>		₱
TOTAL ESTIMATED COST		₱

PROJECT TITLE: PROPOSED CONSTRUCTION OF EIGHT (8) STOREY WITH BASEMENT BAGBAG INTEGRATED HIGH SCHOOL BUILDING INCLUDING LAND DEVELOPMENT (PHASE 1) AT BARANGAY BAGBAG, DISTRICT 5, QUEZON CITY

LOCATION : BARANGAY BAGBAG, DISTRICT 5, QUEZON CITY

PROJECT NO. : 20 - 00152

DURATION : Four Hundred Twenty (420) Calendar Days

BREAKDOWN OF COST

ITEM NO.	Item of Work (Description)	MATERIALS COST	LABOR COST	INDIRECT COST	AGGREGATE COST
I	GENERAL REQUIREMENTS				
II	CONSTRUCTION OF EIGHT (8) STOREY WITH BASEMENT SCHOOL BUILDING (PHASE 1)				
III	LAND DEVELOPMENT WORKS				

TOTAL COST P

LUMP SUM BID IN WORDS :

Contractor :

Section IX. Bidding Forms

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Bid Form

Date: _____

ITB No: _____

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

Address: *[insert address]*

We, the undersigned, declare that:

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

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

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

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

- (j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- (k) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Form of Contract Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

Binding Signature of Procuring Entity

Binding Signature of Contractor

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

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. *Select one, delete the other:*

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

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

2. *Select one, delete the other:*

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

Invitation to Bid *[Insert ITB No.]*

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

I/We, the undersigned, declare that:

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

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

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

Affiant

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

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

NAME OF NOTARY PUBLIC

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

REPUBLIC OF THE PHILIPPINES)

_____) S. S.

AFFIDAVIT OF UNDERTAKING

I, _____, of legal age, Filipino, _____ **[OFFICER OR REPRESENTATIVE]** _____

with office address at _____ after having been duly sworn to in accordance with law, hereby voluntary depose and state:

That I am duly authorized representative of the **[Name of Bidder]** to execute this undertaking as evidenced by Secretary's Certificate and Board Resolution.

That **[Name of Bidder]** bidding for the (Name of Project)

That relative to the aforementioned Project, the **[Name of Bidder]** hereby undertake that the equipment to be use and the key personnel to be assign shall exclusively be used and will only perform to the said project until its completion.

That I am executing this affidavit to attest to the truth of the foregoing and in compliance with the submission of the technical requirements for the public bidding of the said project.

IN WITNESS HEREOF, I have hereunto signed my name below this _____ day of _____, _____ at _____.

AFFIANT FURTHER SAYETH NAUGHT.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, _____ in _____,

affiant exhibiting to me his/her _____ issued at _____ on _____.

Doc. No. ;
Page No. ;
Book No. ;
Series of 2020

Notary Public

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

NAME OF BIDDER: _____

CURRENT ASSETS*		PHP	_____
(LESS) CURRENT LIABILITIES*	(LESS)	PHP	_____
NETWORTH		PHP	_____
NETWORTH x 15	x 15	PHP	_____
(LESS) VALUE OF ALL OUTSTANDING ON-GOING CONTRACTS**	(LESS)	PHP	_____
(LESS) VALUE OF ALL AWARDED BUT NOT YET STARTED CONTRACTS AS OF DATE**	(LESS)	PHP	_____
NET FINANCIAL CONTRACTING CAPACITY		PHP	_____

NOTES: * CURRENT ASSETS AND LIABILITIES BASED ON AUDITED FINANCIAL STATEMENT FOR THE PRECEDING CALENDAR YEAR SUBMITTED TO B.I.R.

 ** BASED ON LIST OF ON-GOING AND AWRDED BUT NOT YEY STARTED CONTRACTS SUBMITTED

SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

NAME OF CONTRACTOR: _____

PROJECT TITLE: _____

PROJECT TITLE (Name of the Contract) & EXACT PROJECT LOCATION	DATE OF CONTRACT	CONTRACT DURATION	PROJECT OWNER & POSTAL ADDRESS	NATURE OF WORK	CONTRACTOR'S ROLE (SOLE CONTRACTOR, SUBCONTRACTOR, PARTHNER IN A JV) and PERCENTAGE OF PARTICIPATION	TOTAL CONTRACT VALUE AT AWARD	DATE OF COMPLETION or ESTIMATED COMPLETION TIME	TOTAL CONTRACT VALUE AT COMPLETION IF APPLICABLE

PHOTOCOPY ADDITIONAL FORMS, IF NECESSARY

LIST OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

NAME OF CONTRACTOR: _____

PROJECT TITLE (Name of the Contract) & EXACT PROJECT LOCATION	DATE OF CONTRACT	CONTRACT DURATION	PROJECT OWNER & POSTAL ADDRESS	NATURE OF WORK	CONTRACTOR'S ROLE (SOLE CONTRACTOR, SUBCONTRACTOR, PARTHNER IN A JV) and PERCENTAGE OF PARTICIPATION	TOTAL CONTRACT VALUE AT AWARD	DATE OF COMPLETION or ESTIMATED COMPLETION TIME	TOTAL CONTRACT VALUE AT COMPLETION IF APPLICABLE	PERCENTAGE		VALUE OF OUTSTANDING WORKS (IN PHP)
									ACTUAL ACCOMPLISHMENT	PLANNED ACCOMPLISHMENT	
									TOTAL AMOUNT (Php) OF OUTSTANDING WORKS		

LIST OF ALL AWARDED BUT NOT YET STARTED GOVERNMENT AND PRIVATE CONTRACTS OF THE BIDDER

NAME OF CONTRACTOR: _____

PROJECT TITLE: _____

PROJECT TITLE & EXACT LOCATION	MAJOR SCOPE OF WORKS & DATE STARTED	NAME AND ADDRESS OF PROJECT OWNER	CONTRACT PRICE (PHP) AS AWARDED	DATE OF SCHEDULED COMPLETION	ROLE OF BIDDER <u>IN THE</u> <u>CONTRACT SOLE</u> <u>CONTRACTOR / SUB-</u> <u>CONTRACTOR/PARTNER IN A</u>
TOTAL AMOUNT OF CONTRACT (Php)					

LIST OF MAJOR EQUIPMENT TO BE USED FOR THE PROJECT

NAME OF CONTRACTOR: _____

PROJECT TITLE: _____

TYPE	DESCRIPTION / CAPACITY	SERIAL NO.	YEAR ACQUIRED	PRESENT LOCATION (SPECIFIC ADDRESS)	STATUS OF AVAILABILITY (OWNED/LEASED)

A. LIST OF KEY CONSTRUCTION PERSONNEL TO BE ASSIGNED TO THE PROJECT

NAME OF CONTRACTOR: _____

PROJECT TITLE: _____

NAME	POSITION	AGE	EDUCATIONAL ATTAINMENT	TYPE OF CONSTRUCTION EXPERIENCE	NO.OF YEARS WITH THE CONTRACTOR	PROFESSION	PRC NO.

