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**MARIANO MARCOS STATE UNIVERSITY**

16S Quiling Sur, City of Batac, Ilocos Norte

**Philippine Bidding Documents**

**Institutional & Physical Development of the Gymnatorium for Socio-Cultural and Sports Development Program**

(Project Title)

Early Procurement Activities

**P24,999,989.39**

(Approved Budget for the Contract)

**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 for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines 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 (RA) No. 9184.

The PBDs are 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: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, 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. The following general directions should be observed when using the documents:

1. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
2. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
3. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, 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.
4. 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.
5. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
6. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

***Glossary of Terms, Abbreviations, and Acronyms***

**ABC** –Approved Budget for the Contract.

**ARCC** – Allowable Range of Contract Cost.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA –** Cooperative Development Authority.

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

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

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

**CPI –** Consumer Price Index.

**DOLE –** Department of Labor and Employment.

**DTI** – Department of Trade and Industry.

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

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

**LGUs –** Local Government Units.

**NFCC –** Net Financial Contracting Capacity.

**NGA –** National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

**PhilGEPS -** Philippine Government Electronic Procurement System.

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

**PSA –** Philippine Statistics Authority.

**SEC –** Securities and Exchange Commission.

**SLCC –** Single Largest Completed Contract.

**UN –** United Nations.

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**Section I. Invitation to Bid**

***INVITATION TO BID***

***2023-01***

**Invitation to Bid for the Early Procurement Activities of the Project, Institutional & Physical Development of the Gymnatorium for Socio-Cultural and Sports Development Program**

1. The **MARIANO MARCOS STATE UNIVERSITY** (MMSU) through the General Appropriations Act of 2023 intends to apply the sum of Twenty-Four Million Nine Hundred Ninety-Nine Thousand Nine Hundred Eighty-Nine Pesos & 39/100 only (P24,999,989.39) being the Approved Budget for the Contract (ABC) to payments under the contract for the above project. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Mariano Marcos State University now invites bids for the above Procurement Project. Completion of the works is required within **Three Hundred Sixty-Five (365)** calendar days. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instruction to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.
4. Interested bidders may obtain further information from **MMSU** and inspect the Bidding Documents at the address below anytime during work hours.
5. A complete set of Bidding Documents may be acquired by interested bidders on **November 28, 2022** at the address below, upon payment of the corresponding fee in the amount of Twenty-Five Thousand Pesos (P25,000.00) Bid Documents may also be downloadedfrom the website of the Philippine Government Electronic Procurement System (PhilGEPS) and at the website of **MMSU***,* provided the corresponding Bid Fee are paid prior to the submission of the bid.
6. The **MARIANO MARCOS STATE UNIVERSITY** will hold a Pre-Bid Conference on **December 6, 2022** at 2:00 PM at the Conference Room, FEM Hall Extension Building, MMSU, City of Batac and/or through video conferencing or webcasting via Google Meet (meet.google.com/isi-gkvi-bhf) which will be open to prospective bidders.

1. Bids must be duly received by the BAC Secretariat through a) manual submission at the address as indicated below, b) online or electronic submission as indicated below, or c) both on or before **December 20, 2022, 2:00 PM**. Late bids shall not be accepted.
2. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 15.
3. Bid opening shall be on **December 20, 2022; 2:00 PM** at the given address below and/or via e-mail algabriel@mmsu.edu.ph and google meet (meet.google.com/zvg-nfcc-nqc). Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
4. MMSU 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 Section35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA 9184 without thereby incurring any liability to the affected bidder or bidders.
5. For further information, please refer to:

**Ms. AGNES L GABRIEL**

 Chief, BAC Secretariat

 Mariano Marcos State University

City of Batac, Ilocos Norte

Email: algabriel@mmsu,edu.ph

1. You may visit the following websites:

For downloading of Bidding Documents:

[**https://bac-admin.mmsu.edu.ph/bids**](https://bac-admin.mmsu.edu.ph/bids)

[**https://notices.philgeps.gov.ph**](https://notices.philgeps.gov.ph)

 November 25, 2022.



**SECTION II. INSTRUCTION TO BIDDERS**

* 1. **Scope of Bid**

The Procuring Entity, The Mariano Marcos State University Invites Bids for the above project.

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Specifications) with Identification Number 2023-01 INFRA

* 1. **Funding Information**
1. The GOP through the source of funding as indicated below for *General Appropriations Act of 2022* in the amount of *P24,999,989.39*
2. The source of funding is: GAA 2023
	1. **Bidding Requirements**

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

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

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

* 1. **Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices**

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

* 1. **Eligible Bidders**
	2. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
	3. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA’s CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

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

* 1. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
	2. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

* 1. **Origin of Associated Goods**

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

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

 The Procuring Entity has prescribed that:

1. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS,** which shall not exceed fifty percent (50%) of the contracted Works.
	* 1. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
		2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
		3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor’s own acts, defaults, or negligence, or those of its agents, servants, or workmen.
	1. **Pre-Bid Conference**

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

* 1. **Clarification and Amendment of Bidding Documents**

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

* 1. **Documents Comprising the Bid: Eligibility and Technical Components**
1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

1. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder’s affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
2. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
3. A List of Contractor’s key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
4. A List of Contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.
	1. **Documents Comprising the Bid: Financial Component**
5. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
6. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
7. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
	1. **Alternative Bids**

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

* 1. **Bid Prices**

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

* 1. **Bid and Payment Currencies**
	2. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
	3. *Payment of the contract price shall be made in:*
1. Philippine Pesos.
	1. **Bid Security**
2. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
3. The Bid and bid security shall be valid for 120 calendar days. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

* 1. **Sealing and Marking of Bids**

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

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

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

* 1. **Deadline for Submission of Bids**

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

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

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

1. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.
	1. **Detailed Evaluation and Comparison of Bids**
2. The Procuring Entity’s BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
3. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.
4. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

* 1. **Post Qualification**

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

* 1. **Signing of the Contract**

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

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

|  |  |
| --- | --- |
| **ITB Clause** |  |
| 5.2 | For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work which shall be: Finishing and other Civil Works. The contractor must also have completed FULL OR PART of a whole project with similar features as defined in the project. Of significant importance is a project with combined features of Gymnasium and Auditorium (Gymnatorium) in one structure. |
| 5.5 | For the Single Largest Completed Contract (SLCC), the supporting documents shall be the Certificate of Acceptance or the Construction Performance Evaluation System (CPES) for government projects. For private contracts, the equivalent document to be accepted is the Certificate of Completion or Acceptance. |
| 7.1 | *Sub-contracting is allowed for specialty works.* |
| 10.3 | *No further instructions.* |
| 10.4 | The key personnel must meet the required minimum years of experience set below: |
|  |

|  |  |  |
| --- | --- | --- |
| Key Personnel | General Experience | No. of key Personnel |
| Civil Engineer/Architect | 5 years | 1 |
| Electrical Engineer/RME | 5 years | 1 |
| Master Plumber | 5 years | 1 |
| Construction Foreman | 5 years | 1 |
| Safety Engineer  | 5 years | 1 |

 |
| 10.5 | The minimum major equipment requirements are the following:

|  |  |  |
| --- | --- | --- |
| Equipment | Capacity | No. of Units |
| N/A |  |  |
|  |  |  |

 |
| 12 | *None* |
| 15.1 | The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:1. The amount of not less than *(2%) of ABC],* if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;
2. The amount of not less than *five percent (5%) of ABC]* if bid security is in Surety Bond.
 |
| 16 | Each Bidder shall submit three copies of the first and second components of its Bid  |
| 19.2 | Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding evaluation, and contract award.  |
| 20 | *See PID* |
| 21 | Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling. |

# **SECTION IV. GENERAL CONDITIONS OF CONTRACT**

|  |
| --- |
| **Notes on the General Conditions of Contract**The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract. Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.  |

* 1. **Scope of Contract**

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

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

* 1. **Sectional Completion of Works**

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

* 1. **Possession of Site**
	2. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC,** which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity’s Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
	3. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex “E” of the 2016 revised IRR of RA No. 9184.
	4. **The Contractor’s Obligations**

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

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

* 1. **Performance Security**
1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

* 1. **Site Investigation Reports**

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

* 1. **Warranty**
1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.
	1. **Liability of the Contractor**

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

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

* 1. **Termination for Other Causes**

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

* 1. **Dayworks**

Subject to the guidelines on Variation Order in Annex “E” of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Procuring Entity’s Representative has given written instructions in advance for additional work to be paid for in that way.

* 1. **Program of Work**
	2. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC.**
	3. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC.** If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.
	4. **Instructions, Inspections and Audits**

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

* 1. **Advance Payment**

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

* 1. **Progress Payments**

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity’s Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

* 1. **Operating and Maintenance Manuals**
1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC.**
2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

**SECTION V. SPECIAL CONDITIONS OF CONTRACT**

|  |
| --- |
| **Notes on the Special Conditions of Contract**Similar to the BDS, 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 found in Section IV.The Special Conditions of Contract (SCC) 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:* 1. Information that complements provisions of the GCC must be incorporated.
	2. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein. |

|  |  |
| --- | --- |
| **GCC Clause** |  |
| 2 | *The Intended Completion date is within 365 calendar days.* Time is of the essence; hence the project shall be completed within a non-extendable period of 365 calendar days regardless of fortuitous events. *Note: The Contract duration shall be reckoned from the start date and not from contract effectivity date.* |
| 4.1 | *The Start date is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**Note: The start date shall be the date of receipt of the Notice to Proceed.* |
| 6 | The site is located at MMSU, City of Batac |
| 7.2 | *[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:]* Fifteen (15) years. |
| 10 | Dayworks are applicable at the rate shown in the Contractor’s original Bid. |
| 11.1 | The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within *[ten]* days of delivery of the Notice of Award. |
| 11.2 | The amount to be withheld for late submission of an updated Program of Work is [*insert amount*]. |
| 13 | The amount of the advance payment is *15% of the total contract price and schedule of payment].* |
| 14 | *See Project Information Documents* |
| 15.1 | The date by which operating and maintenance manuals are required is *[date]*.The date by which “as built” drawings are required is *[date]*. |
| 15.2 | *See Project Information Documents* |

**Section VI. Specifications**

|  |
| --- |
| SPECIFICATIONS |
| Building Part / Material | Specifications |
| **ARCHITECTURAL** |
| WALL (Finishes) and PARTITION |  |
| Interior Wall and other parts of Exterior wall | Cement plaster finished(2nd Floor Walls and Partitions, Facade) |
| Comfort Rooms | Cement plaster finished except area to be installed with tiles |
| Toilet Partition | 12mm Compact board, water-resistant (show sample for design to end-user – at least 3 sample) |
| Paint | Primer and Paper Sanding (Show Sample of color for approval) |
| Tiles | Glazed Tiles |
|  | **Ground Floor:** Front and Rear Lobby, Rooms, Stair Tiles including Sides (Ground to F.F.L.), Hallways, Comfort Rooms |
|  | **Second Floor:** Hallways, VIP Room, Lobby, Stairs Comfort rooms, Control room |
|  | Show **Actual Sample** of tiles for approval of the university representative/end user. |
| Gypsum Board on Metal Frame Ceiling | Ground Floor and Second Floor Ceiling |
|  | (Fire Retardant Gypsum Board Ceiling) |
|  | (Show Sample prior to purchasing and installation) |
| DOORS AND WINDOWS |  |
| Wood Panel Doors | Mahogany wood preferably |
| Aluminum Glass Doors | Aluminum Frame Glass Door with pull handle, lockable door with transom., 10mm thick glass, floor hinged, single leaf, with deadbolt (see plan for labeling and detail door drawings) |
| Aluminum Glass Windows and Partitions | Powder coated aluminum frame 12mm clear glazed window |
| Glass and Tubular Railings | Glass and Tubular Railing (Stair, Balcony, Bleachers) |
| **PLUMBING / SANITARY** |
| Sewerline pipes and fittings | S1000, uPVC, orange (Neltex, Emerald, Atlanta or approved-equal) |
| Waterline pipes and fittings | PP-r, PN20 (Unitec or approved-equal) |
| Septic Vault/Tank | water-tight, cement plastered w/ waterproof |
| Wastewater Tank | water-tight, cement plastered w/ waterproof |

**VII. Drawing (see attached)**

**Section VIII. Bill of Quantities**

|  |
| --- |
| **BILL OF QUANTITIES** |
| Item No. | Description | Quantity | Unit |
| I | Permits and Clearances | 1.00 | l.s. |
| II | Project Billboard/Signboard | 1.00 | Each |
|  | Marine Plywood, 1.2m x 2.4m x 1/4" | 1.00 | pcs. |
|  | Marine Plywood, 1.2m x 2.4m x 1/4" | 30.00 | bd.ft. |
|  | Coco Lumber, 2" x 2" x 8' | 14.00 | bd.ft. |
|  | Hardware, CWN (assorted) | 1.00 | kg. |
|  | Tarpaulin, 4' x 8' | 1.00 | pcs. |
| III | Occupational Safety and Health Program | 1.00 | l.s. |
|  | First Aid Kit, Thermometer, Alcohol (70% solution) automatic alcohol sanitizer | 1.00 | l.s. |
|  | Safety Shoes |  | mandays |
|  | Safety Helmet |  | mandays |
|  | Safety Gloves |  | mandays |
|  | Face Mask |  | mandays |
|  | Face Shield |  | mandays |
|  | PPE Signage, 4' x 4' | 1.00 | set |
|  | Safety First, 4' x 4' | 1.00 | set |
|  | Warning Signs, 2' x 3' | 20.00 | set |
|  | Caution tape, 100ft | 1.00 | rolls |
| IV | Mobilization / Demobilization | 1.00 | l.s. |
| **PART C** | **FINISHING & OTHER CIVIL WORKS** |  |  |
| C.1 | 125mm CHB Non-Load Bearing (including Reinforcing Steel) | 2,493.22 | m² |
| C.2 | Toilet Partition | 1.00 | l.s. |
|  | Compact Board, 12mm | 34.16 | m² |
|  | Top Rail, Stainless | 18.00 | Pcs. |
|  | Adjustable leg foot, stainless steel | 36.00 | Pcs. |
|  | Knob Holder | 15.00 | Pcs. |
|  | Rising Hinge | 30.00 | Sets |
|  | H-profile | 30.00 | Pcs. |
|  | U-channel | 23.00 | Pcs. |
|  | Indicator lock | 15.00 | Pcs. |
|  | Hooks with stopper | 15.00 | Pcs. |
| C.3 | Frames (Jambs, Sills, Head, Transoms and Mullions) | 326.67 | Bd.ft. |
| C.4 | Gypsum Board on Metal Frame Ceiling | 2,382.06 | m² |
| C.5 | Wooden Panel Door | 52.08 | m² |
| C.6 | Aluminum-Framed Glass Window and Partition (12mm) | 669.25 | m² |
| C.7 | Glazed Tiles and Trims | 4,334.44 | m² |
| C.8 | Cement Plaster Finish | 4,986.44 | m² |
| C.9 | Painting Works | 4,986.44 | m² |
| C.10 | Glass / Tubular Railings | 1.00 | l.s. |
|  | **Stair Glass Railings:** |  |  |
|  | Floor Mount Newel Post, Side Mount Newel Post, Lateral Anchor, Anchor Flange, Pivot Wall Anchor, Stainless Handrail Tube, Flat End Cap, Stainless Rounded Glass Clamp, Fasteners etc. (samples for the said work shall be submitted and approved prior to installation) | 39.80 | l.m. |
|  | Railings: |  |  |
|  | Floor Mount Newel Post, Side Mount Newel Post, Lateral Anchor, Anchor Flange, Pivot Wall Anchor, Stainless Handrail Tube, Flat End Cap, Stainless Rounded Glass Clamp, Fasteners etc. (samples for the said work shall be submitted and approved prior to installation) | 45.50 | l.m. |
|  | Stair Tubular Railings: |  |  |
|  | 2" x 2" Tubular, 1" x 1" Tubular, Painted Finished | 199.50 | l.m. |
|  | Bleacher Railings: |  |  |
|  | 2" x 2" Tubular, 1" x 1" Tubular, Painted Finished | 120.20 | l.m. |
| C.11 | Sewer Line Works | 1.00 | l.s. |
|  | 4"Ø uPVC Pipe, S1000 | 187.00 | Pcs. |
|  | 2"Ø uPVC Pipe, S1000 | 94.00 | Pcs. |
|  | 4"Ø PVC Wye | 90.00 | Pcs. |
|  | 2"Ø PVC Wye | 83.00 | Pcs. |
|  | 4" x 2"Ø Wye Reducer | 35.00 | Pcs. |
|  | 4"Ø Clean-out with plug | 27.00 | Pcs. |
|  | 2"Ø Clean-out with plug | 47.00 | Pcs. |
|  | 4"Ø Elbow 45° | 18.00 | Pcs. |
|  | 2"Ø Elbow 45° | 33.00 | Pcs. |
|  | 2"Ø Elbow 90° | 51.00 | Pcs. |
|  | 2"Ø P-trap | 84.00 | Pcs. |
|  | 2"Ø Tee | 30.00 | Pcs. |
|  | 4" x 2"Ø Tee Reducer | 9.00 | Pcs. |
|  | PVC Solvent Cement, 400cc | 70.00 | Cans |
|  | Hacksaw Blade | 20.00 | Pcs. |
| C.12 | Cold Water Line Pipes and Fittings | 1.00 | l.s. |
|  | PP-r Pipe 40mmØ PN20 | 60.00 | Pcs. |
|  | PP-r Pipe 20mmØ PN20 | 85.00 | Pcs. |
|  | PP-r Coupling 40mmØ | 20.00 | Pcs. |
|  | PP-r Coupling 20mmØ | 7.00 | Pcs. |
|  | PP-r Elbow 40mmØ | 7.00 | Pcs. |
|  | PP-r Elbow 20mmØ | 120.00 | Pcs. |
|  | PP-r Elbow Reducer 40mmØ x 20mmØ | 30.00 | Pcs. |
|  | PP-r Tee 40mmØ | 7.00 | Pcs. |
|  | PP-r Tee 20mmØ | 18.00 | Pcs. |
|  | PP-r Tee Reducer 40mmØ x 20mmØ | 43.00 | Pcs. |
|  | PP-r Straight Female Adapter 20mmØ | 36.00 | Pcs. |
|  | PP-r Gate Valve 40mmØ | 7.00 | Pcs. |
|  | PP-r End Cap 20mmØ | 16.00 | Pcs. |
|  | Flexible Hose, 1/2"Ø | 35.00 | Pcs. |
|  | Universal Angle Valve, 1/2"Ø x 1/2"Ø | 35.00 | Pcs. |
|  | Two-way Angle Valve, 1/2"Ø x 1/2"Ø | 10.00 | Pcs. |
|  | Automatic Urinal Push Button Flush Valve | 3.00 | Pcs. |
|  | Teflon Tape, 1" | 13.00 | Rolls |
| C.13 | Plumbing Fixtures | 1.00 | l.s. |
|  | Water Closet with complete accessories | 29.00 | sets |
|  | Urinal with complete accessories | 6.00 | sets |
|  | Countertop Lavatory with complete accessories | 21.00 | sets |
|  | Wall Hung Lavatory with complete accessories | 7.00 | sets |
|  | Kitchen Sink, double tub | 3.00 | sets |
|  | Floor Drain Plates | 47.00 | sets |
|  | Toilet tissue roll Dispenser | 8.00 | sets |
|  | Toilet tissue holder | 29.00 | sets |
|  | Ablution Spray | 29.00 | sets |
|  | Faucet, Stainless | 32.00 | sets |
|  | Stainless steel grab bar | 6.00 | sets |
|  | Stainless steel shower head | 3.00 | sets |
|  | Facial Mirror | 11.00 | m² |

**Section IX. Checklist of Technical and Financial Documents**

|  |
| --- |
| 1. **TECHNICAL COMPONENT ENVELOPE**

 |
| ***Class “A” Documents*** |
| *Legal Documents* |
| ⬜ | * + - 1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

**or** |
| ⬜ | * + - 1. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;

**and** |
| ⬜ | * + - 1. Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;

**and** |
| ⬜ | 1. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
 |
| *Technical Documents* |
| ⬜ | 1. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
 |
| ⬜ | 1. Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
 |
| ⬜ | 1. Philippine Contractors Accreditation Board (PCAB) License;

**or** Special PCAB License in case of Joint Ventures; **and** registration for the type and cost of the contract to be bid; **and** |
| ⬜ | 1. Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

**or**Original copy of Notarized Bid Securing Declaration; **and** |
|  | 1. Project Requirements, which shall include the following:
 |
| ⬜ | * 1. Organizational chart for the contract to be bid;
 |
| ⬜ | * 1. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 |
| ⬜ | * 1. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
 |
| ⬜ | 1. Original duly signed Omnibus Sworn Statement (OSS);

**and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. |
| *Financial Documents* |
| ⬜ | 1. The prospective bidder’s audited financial statements, showing, among others, the prospective bidder’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
 |
| ⬜ | 1. The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).
 |
| ***Class “B” Documents*** |
| ⬜ | 1. If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;

**or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. |
| 1. **FINANCIAL COMPONENT ENVELOPE**
 |
| ⬜ | 1. Original of duly signed and accomplished Financial Bid Form; **and**
 |
| *Other documentary requirements under RA No. 9184* |
| ⬜ | 1. Original of duly signed Bid Prices in the Bill of Quantities; **and**
 |
| ⬜ | 1. Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
 |
| ⬜ | 1. Cash Flow by Quarter.
 |

**Bidding Forms:**

**Bid Form for the Procurement of Infrastructure Projects**

***[shall be submitted with the Bid]***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### BID FORM

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

 Project Identification No. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

1. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract];*
2. We offer to execute the Works for this Contract in accordance with the PBDs;
3. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
4. The discounts offered and the methodology for their application are: *[insert information]*;
5. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties],* which are itemized herein and reflected in the detailed estimates,
6. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
7. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines[[1]](#footnote-1) for this purpose;
8. 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;
9. 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
10. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
11. 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*].*
12. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

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

Legal Capacity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

1. **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:

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.

1. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
	1. General and Special Conditions of Contract;
	2. Drawings/Plans;
	3. Specifications;
	4. Invitation to Bid;
	5. Instructions to Bidders;
	6. Bid Data Sheet;
	7. Addenda and/or Supplemental/Bid Bulletins, if any;
	8. 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;
	9. Eligibility requirements, documents and/or statements;
	10. Performance Security;
	11. Notice of Award of Contract and the Bidder’s conforme thereto;
	12. Other contract documents that may be required by existing laws and/or the Entity.
2. 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.
3. 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 (Revised)**

***[shall be submitted with the Bid]***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF \_\_\_\_\_\_ ) S.S.

 **AFFIDAVIT**

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

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

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

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

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

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

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary’s Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

1. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

1. 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;

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

1. *[Name of Bidder]* complies with existing labor laws and standards; and

1. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
	1. Carefully examining all of the Bidding Documents;
	2. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
	3. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
	4. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

1. *[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.
2. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory’s legal capacity]*

 Affiant

***[Jurat]***

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

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

\* This form will not apply for WB funded projects.

**Bid Securing Declaration Form**

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

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

REPUBLIC OF THE PHILIPPINES)

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

**BID SECURING DECLARATION**

**Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
	* + 1. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
			2. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
			3. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory’s legal capacity]*

Affiant

***[Jurat]***

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

Standard Form Number: SF-INFR-44

Revised on: August 11, 2004

**Contractor’s Organizational Chart for the Contract**

###### Submit Copy of the Organizational Chart that the Contractor intends to use to execute the

###### Contract if awarded to him. Indicate in the chart the names of the Project Manager, Project

###### Engineer, Bridge Engineer, Structural Engineer, Materials and Quality Control Engineer, Foreman

###### and other Key Engineering Personnel.

|  |
| --- |
| Attach the required Proposed Organizational Chart for the Contract as stated above |

****

**Statement of all Ongoing Government & Private contracts including contracts awarded but not yet started**

Business Name : Business Address :

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| --- | --- | --- | --- | --- | --- | --- | --- |
| Name of Contract/ Project Cost | Date of Contract | Contract Duration | Owner’s Name and Address | Kinds of Goods | Date of Delivery | Amount | End user’s acceptance or official receipt(s) ***or*** sales invoice issued for thecontract |
| Contract | Value of Outstanding Contract |
| Government |  |  |  |  |  |  |  |  |
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Note: This statement shall be supported with:

1 Notice of Award , Contract, NTP, and other docs, if necessary

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

 (Printed Name & Signature)

Designation : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Statement of all completed Government & private contracts which are similar in nature and complexity to the Contract to be Bid**

Business Name : Business Address :

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| --- | --- | --- | --- | --- | --- | --- | --- |
| Name of Contract/ Project Cost | Date of Contract | Contract Duration | Owner’s Name and Address | Kinds of Goods | Date of Delivery | Contract Amount | End user’s acceptance or official receipt(s) or sales invoice issued for the contract |
| Government |  |  |  |  |  |  |  |
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|  | Total Cost |  |

Note: This statement shall be supported with:

1 Notice of Award, Contract, NTP, and other docs, if necessary

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

 (Printed Name & Signature)

Designation :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Statement of Bidder’s Single Largest Completed Contract (SLCC)**

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

Business Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| Name of Contract/ Project Cost | Date of Contract | Contract Duration | Owner’s Name and Address | Kinds of Goods | Date of Delivery | Amount of Completed Contracts, adjusted by the Bidder | End user’s acceptance or official receipt(s) or sales invoice issued for the contract |
| Government |  |  |  |  |  |  |  |
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|  | Total Cost |  |

Note: This statement shall be supported with:

1. Notice of Award, Contract, NTP, and other docs, if necessary

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

 (Printed Name & Signature)

Designation :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Project Information Document**

DIVISION 1 - G E N E R A L R E Q U I R E M E N T S

SECTION 010: SCOPE AND SPECIAL CONDITIONS

1.00 INTRODUCTION

The Drawings and the Project Information Document are complementary to each other. Drawings are graphic means of showing work to be done. They are particularly suited to show where materials are located. Thus, drawings exist essentially to show dimension, location and placement. Not all works however can be presented in the drawings. Generalized works are usually in statement form and, hence, the Contractor is required to read the Project Information Document carefully and understand it properly.

This Project Information Document describes the materials, construction techniques, samples, shop drawings, guarantees and other needed contract requirements. These documents together with the drawings are used to inform the Contractor.

The work specified herein is for the **Institutional and Physical Development of the Gymnatorium for Socie-Cultural and Sports Development Program** located at **MMSU-Batac Campus, City of Batac and Currimao Campus, Ilocos Norte, Philippines** amounting to **Twenty-Four Thousand Nine Hundred Ninety-Nine Thousand Nine Hundred Eighty-Nine and 39/100 Pesos (24,999,989.39).**

2.00 NATIONAL LAWS, LOCAL ORDINANCES AND BUILDING RULES AND REGULATIONS

Construction of the structure stipulated under this Project Information Document and related Contract Documents prepared for this project shall be in conformity with National Laws, Local Ordinances and Building Rules and Regulations.

3.00 REFERENCE TO OTHER RELATED CONTRACT DOCUMENTS

A. Work listed and described in this document are subject to the General Conditions the Contract which forms part of this work.

B. Detailed Specifications of more significant or more highly involved phases or trades of construction work, or those which under certain circumstances are deemed to require further elaboration or clarification, are also included in this PID.

C. If necessary, materials, equipment and systems shall comply with the "Green Building" Requirements (USGBC/LEED).

4.00 LANGUAGE OF THE PROJECT INFORMATION DOCUMENT

The selection of structure depends on the underlying principles of this document.

* That this document is only one part of the Contract Documents;
* That the Contract is between the President (MMSU) and the General Contractor; and
* That the General Contractor is the only party responsible for completing the work in accordance with the Contract Documents.

Therefore,

A. Only the General Contractor is referred to in the PID so as not to violate the intent of the Contract and so as not to undermine the proper chain of command.

B. Any reference to Specialty Trade Contractor in the Technical Specifications is made only in so far as to selection. The General Contractor assumes all responsibilities for the execution of the whole project in accordance with the Contract Documents. Therefore, in the contract between the Procuring Entity and the General Contractor, the Specialty Trade Contractor is not referred to. In all Contract Documents, the word "Contractor" is meant the General Contractor.

C. The omission of the phrase "The Contractor shall" is intentional because the whole project document is directed to the Contractor. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs in the Drawings.

D. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that the reference to the drawings accompanying this document is made, unless otherwise stated.

E. As used herein, "provided" shall be understood to mean "provided complete in place" that is, "furnished and installed".

**5.00 NATURE AND SCOPE OF GENERAL CONSTRUCTION WORK**

A. Work contemplated under comprehensive work shall consist of furnishing materials, labor, plant, equipment, tools, appliances, utilities, transportation, detailed superintendence and supervision, temporary construction of every nature, taxes, and satisfactory performance of work and operations necessary for complete construction of this project and deliver complete in every respect within the specified time.

B. EXAMINATION OF SITE: Visit the site of the work and examine the premises to fully understand all existing conditions relative to the work. No increase in cost or extension of performance time will be considered for failure to verify and know actual site conditions.

C. PERMITS & TAXES: The Contractor is responsible in securing all necessary permits and payment of taxes needed for the work. As such, the Contractor shall coordinate with the Procuring Entity for this part of the contract. This also includes the re-production of plans given by the University. The Contractor is in-charge for the signing of plans.

D. INJURY TO PERSONS OR DAMAGE TO PROPERTY: The Contractor shall be responsible for all injury to persons and damage to property caused by the works or by the workmen. The Contractor shall be liable for any claims against the procuring Entity on account of such injury and/or damage.

The Contractor shall likewise take necessary precaution to protect the property of the Owner against rain or other inclemency of the weather or theft due to the performance of his work. The Contractor shall be liable for any such damage or loss.

E. TEMPORARY FACILITIES: The Contractor shall make all arrangement and pay for the provisions of the necessary electricity and water supply required for the work and shall clear away all temporary installation before or upon completion of the work.

F. DEMOLITION AND PROTECTION OF EXISTING FACILITIES: Protect existing work, structures, utilities, etc. which are to remain in place. Promptly remove all debris and other products of construction such as waste, dirt, garbage from the job site for the Contractor’s account.

G. DISPOSAL OF MATERIALS: All materials having salvage value shall be carefully removed to avoid damage and shall be placed in neat piles at a designated location. Approved salvaged materials shall be used in other works if found suitable; otherwise, these materials shall be disposed of in such a manner as to prevent damage to property, create unsightly conditions or obstruction.

H. STANDARD OF WORKMANSHIP: The works shall be executed in a neat and workmanlike manner in accordance with the best practice employed in the industry. It shall include all the necessary work whether stated or not in the Specifications or Drawings to make the works complete and ready for use by the Procuring Entity upon turn-over.

I. STANDARDS OF MATERIALS/ PRODUCTS: All materials and products shall be new and of the standard or premium products of reputable manufacturer approved by PPDO. Materials and products shall bear the trademark of the manufacturer. The approval shall not relieve the Contractor of the responsibility of inspecting such materials for defects or non-conformity of the specification.

Substitution of specified products shall have prior written approval of PPDO, after a written request from the Contractor for material substitution.

J. WINDSTORM PROTECTION: The building roofs, walls and glass panels as well as other important structures are designed to withstand windstorm as per current local code.

K. EARTHQUAKE PROTECTION: Refer to the Engineers’ specifications.

L. FLOOD PROTECTION:

a. The ground elevation of the building/s and other support facilities are above the flood level as confirmed from the relevant authorities.

b. The site drainage system is designed to levels higher than the adjacent creek/s if there is any.

c. No utilities and other support equipment are below flood level.

d. The fire pumps and associated equipment, if there are provisions, are not installed below flood level.

M. CONSTRUCTION MATERIALS GENERALLY: The buildings should be of non-combustible construction throughout. This will include the floors, walls and internal partitions.

N. COORDINATION WITH OTHER TRADES: The Contractor shall examine and be familiar with the Specifications and Drawings of the Works and this Project Information Document. He shall arrange his work and dispose his materials so as not to interfere with the work or storage of materials of the other Trade Contractor.

Should the Contractor cause damage to any other Contractor on the work, the Contractor shall upon due notice settle with such Trade Contractor by agreement or arbitration. The Contractor shall be liable for any claims by other Trade Contractor against the Owner on account of such damage.

O. SUSPENSION OR DELAYS: The Contractor shall not suspend or fail to make proper progress with the work without justifiable cause. In the event of delays or suspension of the work still persisting after written complaint, the Procuring Entity shall have the right to take over the work and all the materials on the site and make arrangements that are necessary to have the work completed by others.

P. CLEANING: The premises shall be kept at all times free from accumulations of waste materials or rubbish caused by the various portions of work. Maintain general cleanliness and sanitation of the site. The Contractor shall remove all unused materials, rubbish, etc. that have accumulated as a result of his work.

At the completion of the project and before final turn-over, the Contractor shall leave the entire project site “broom clean”.

Q. GUARANTEE: The Contractor shall guarantee to make good any defects in the work of the project arising or discovered within one year after completion and acceptance of the project by the Procuring Entity.

R. SHOP DRAWINGS: The Contractor shall submit to PPDO with such promptness as not to cause delay in his work or that of any Contractor two copies of all shop drawings and the schedule required by the work. The Contractor shall make any corrections required by PPDO and submit two corrected copies and other copies as needed.

**6.00 SCOPE OF WORKS**

The works shall include but not limited to the following principal items of work:

* 1. Permits and Clearances
	2. Project Billboard/Signboard
	3. Occupational Safety and Health Program
	4. Masonry Works
	5. Toilet Partition Works
	6. Millworks (Doors and Windows)
	7. Ceiling Works
	8. Sanitary Works
	9. Plumbing Fixture Works

7.00 SUBMITTALS

The following are items for submission by the Contractor for PPDO’s approval prior to order, purchase, work or manufacture.

A. Samples

1. Actual Sample for Tiles
2. Sample for Paint Finish
3. Pictures/Sample for the Sanitary Fixtures
4. Millworks Sample
5. waterproofing materials
6. Pipes Samples
7. corner sections of door and jambs
8. aluminum framing for all framing of doors, windows and others
9. mockup of aluminum doors and windows
10. all finishing hardware
11. glass panels and glazing compounds
12. all pipes and fittings
13. all toilet accessories, fixtures and trims
14. mechanical roughing-ins
15. all other architectural finishing materials

B. Technical Catalogues and Brochures

C. Detailed Shop Drawings

* 1. Detailed Plan for orientations
	2. Tile Layouts
	3. Millworks design/orientations

8.00 PROJECT DURATION

1. Time is a very important factor in the implementation of this project and as such, all works indicated in the plans, Specifications, BOQ and in this document shall be completed within receipt of the Notice to Proceed **365 calendar days-** inclusive of **36** calendar days as pre-determined unworkable as reflected in the Program of Work/Budget Cost.
2. Before final acceptance by the end-user, the Contractor shall post a warranty security in accordance with the following schedule as prescribed in Section 62.2.3.3 of RA 9184 to cover warranty against structural defects to cover the following periods as follows in accordance with Section 62.2.3.2
3. Permanent Structures (15 years)
4. Semi-Permanent Structures (5 years)
5. Other Structures (2 years)

|  |  |
| --- | --- |
| Form of Warranty Security | Amount of Warranty Security (Equal to percentage of the Total Contract Price) |
| a) Cash or Letter of Credit issued by a Universal or Commercial Bank: Provided, however, that the LC 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 a Universal or Commercial Bank. | Ten percent (10%) |
| c) Surety bond callable upon demand issue by GSIS or a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. | Thirty percent (30%) |

1. The contractor, before turning over the completed project to the University, shall clean the areas covered by the contract and dispose all construction debris and wastes and leave the area spic and span.

DIVISION 1 – GROUND/AREA PREPARATIONS

SECTION 020: CLEARING OF THE SITE

1.00 GENERAL

1.01 EXAMINATION OF SITE

Visit the site of the work and examine the premises to fully understand all existing conditions relative to the work. No increase in cost or extension of performance time will be considered for failure to verify and know actual site conditions.

1.02 REPAIRS

Repair damages done to property of any person or persons on or off the premises, by reason of required work for Demolition, Clearing, and Grubbing.

1.03 RESPONSIBILITIES

A. The Contractor shall be liable and hereby assumes full responsibility for and shall hold the Procuring Entity free and harmless from any and all claims arising out of or in connection with any injury or damage that may be sustained by any person or property in carrying out the works contracted for under this Agreement.

1. Damage caused by the Contractor, whether by accident or negligence in connection with the work on any of the Procuring Entity’s properties shall immediately be made good at the Contractor’s expense, and in the event the Contractor fails or neglects to do so, the cost of such damages shall be deducted from any payment due the Contractor.

1.04 UTILITIES

A. The Contractor shall protect and maintain all conduits, drains, sewer pipes and other utility services (if there is any) that are to remain on the property or in the site where required for the proper excavation of the work.

B. The Contractor shall notify all corporations, companies, individuals or other authorities concerned with the above conduits, drains, sewer pipes, and other utilities (if there is any), running to the property or site and protect, relocate, remove or discontinue all pipes, sewer and other utility services which interfere with the excavation of the work in accordance with the instruction and requirements of the above parties.

**DIVISION 2 – MASONRY**

**SECTION 020: M O R T A R**

**1.00 GENERAL**

**1.01 SCOPE**

Furnish materials and equipment and perform labor required to complete all plaster work, masonry work, patching and filling mortar as shown or indicated in the drawings.

**1.02 MIXES**

Cement Mortar shall consist of homogeneous mixture of:

1 part Masonry or Portland cement and 2 parts sand

**1.03 SLUMP**

Cement Mortar shall have a minimum slump of 100 millimeters and a maximum slump of 150 millimeters.

**1.04 GROUT**

A. Fine grout shall be mixed using one part Masonry or Portland cement and three parts sand for grout spaces less than 50 millimeters in any horizontal dimension and in which clearance between reinforcement and masonry is less than 20 millimeters.

B. Coarse grout shall be mixed using one part Masonry or Portland cement, three parts sand and three parts pea gravel passing a 10 millimeters sieve for grout spaces 50 millimeters or greater in all horizontal dimensions and in which clearance between reinforcement and masonry is more than 20 millimeters.

**SECTION 041: CONCRETE UNIT MASONRY**

**1.00 G E N E R A L**

**1.01 S C O P E**

A. Furnish materials and equipment and perform labor required to complete concrete unit masonry.

B. Include building-in of necessary items supplied by other trades as shown or indicated in the drawings. Include all necessary accessories.

1. See drawings and details for location, extent and other requirements.

**1.02 VISUAL INSPECTION**

A. All units shall be sound and free from cracks or other defects that would interfere with the proper placing of the unit to impair the strength or permanence of the construction.

B. Units that are intended to serve as a base for plaster shall have a sufficiently rough surface to afford good bond.

**1.03 CLEANING**

A. Clean down with dry brushing.

B. Leave all work clean and free from mortar splashes. Hose down and brush off efflorescent deposits. Remove timer stains with 10 parts water to 1 part dilute hydrochloric acid then hose down.

C. Wash finished surface in a manner most appropriate and satisfactory.

**DIVISION 3 – WOOD**

**SECTION 030: CARPENTRY AND MILLWORKS**

**1.00 GENERAL**

**1.01 S C O P E**

Furnish materials, hardware, accessories and equipment and perform labor required to complete, ready for use, wall panels, wood trims and architraves, wood doors and related carpentry work as indicated on the drawings and specified herein. Coordinate work with all other related trades.

**1.02 STORAGE AND PROTECTION**

A. Protect lumber both in transit and at the jobsite from elements. Material shall not be delivered unduly long before it is required for the proper conduct of work.

B. Protect millwork against dampness during and after delivery.

C. Do not bring in interior finish, including doors, into building until plaster is thoroughly dry.

D. Protect all finished woodwork from injury after it has been set in place until completion and final acceptance of the work.

**2.00 P R O D U C T S**

**2.01 M A T E R I A L S**

1. Wood Panel Doors must be manufactured, solid, hard, free from imperfections. All panels shall be end-sealed before assembly.
2. Wood trims and architrave, provided on wood panel doors as indicated on plans and specifications.

C. Compact Board: high grade of fine wood chips fibers solidly and homogeneously compacted with special resins. Thickness and finish as per detailed drawings and specifications. Use High Moisture Resistant boards at areas with high humid conditions such as kitchens and toilets.

D. Rough Hardware and Metal Fasteners: Plates, straps, nails, screws, spikes, bolts, joists, hangers, rods, dowels, fasteners and miscellaneous iron and steel items shall be of sizes and types to rigidly secure member in place.

E. Assembly Materials: Water resistant glue, nails, screws, bolts or appropriate type, shape and size for all joints.

**DIVISION 4 – DOORS & WINDOWS**

**SECTION 040: ALUMINUM DOORS and WINDOWS**

**1.00 G E N E R A L**

**1.01 S C O P E**

A. Furnish materials, accessories and equipment and perform labor required to complete aluminum frames for doors and windows.

B. See drawings and schedules for size, details and location of required work.

**1.02 S U B M I T T A L S**

A. Submit for approval of PPDO and end user, materials and shop drawings of fabricated items showing sizes of all members, details of connections, fabrications and installation.

B. Submit sample corner sections, hinges, tracks, handles and all other accessories.

C. Secure approval prior to commencement of fabrication work.

**1.03 DELIVERY AND STORAGE**

A. Inspect materials delivered to the site for damage.

B. Store materials neatly, properly stacked on non-absorptive strips or wood platforms.

**2.00 P R O D U C T S**

**2.01 M A T E R I A L S**

A. Sections as indicated and manufactured or fabricated.

B. Aluminum Framed Glass Doors (12 mm.): Refer to Door and Window Schedule

1. Aluminum Framed Glass Windows (12 mm): Refer to the Door and Window Schedule.
2. Aluminum Sandwich Panel Doors and Panel Doors with Vision Glass (10mm.thk.)

E. Aluminum paint: extruded aluminum with powder-coated color as per PPDO and end users’ color choice.

F. Fasteners:

a. Exposed Fastening: aluminum, countersunk stainless steel head screws, or other non-corrosive material.

H. Finish hardware:

a. Door hardware: Must be of heavy-duty materials. Refer to the Door Schedule.

b. Sliding Windows: stainless steel cam latch. Provide with complete track and carrier assembly, stops, guide and pulls.

c. Awning: Locks must be properly and securely provided with heavy duty hinges.

I. Weather stripping: Vinyl/Mohair: Must be properly provided where it is needed.

J. Glass: See Door and Window Schedule.

1. Doors: 10 mm. thk glass

b. Windows: 12 mm. and 10 mm thick glass analok frame.

**3.00 INSTALLATION**

A. Set and anchor frames as shown in details and approved shop drawings.

B. Set frames plumb and square and brace where necessary to prevent distortion. Set frames without springing, forcing or distorting the product.

**3.01 BREAKAGE AND FAULTY INSTALLATION OF GLASS**

A. Glass breakage caused in executing the work or by faulty installation shall be replaced by the Contractor at his own expense.

B. Improperly set glass which does not fully meet requirements for its grade shall not be accepted and shall be replaced by the Contractor at his own expense.

C. Lost and damaged materials shall be replaced by the Contractor at his own expense.

**3.02 ADJUSTMENTS**

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

**3.03 HARDWARE**

Install hardware to fit details as shown in the drawings and as per manufacturer's specifications with screws to match the finish. Supply all necessary templates and instructions required.

**3.04 CLEANING**

1. All glass shall be cleaned of any extraneous materials and washed by the Contractor, using materials and methods recommended by the glass manufacturer before final acceptance and occupancy.
2. Upon completion and installation, thoroughly clean surfaces of windows and frames in accordance with the recommended method of the manufacturer.

**DIVISION 8 - FINISHES**

**SECTION 090: PLAIN CEMENT FLOOR FINISHES**

**1.00 GENERAL**

**1.01 S C O P E**

1. Furnish materials, equipment, and perform labor necessary to complete all cement finishes.
2. See drawings for details and location of work required.

**2.00 PRODUCTS**

**2.01 F I N I S H E S**

Plain cement floor finish: Consisting of the scratch and finish coats, with areas topped with epoxy flooring as reflected in the plans and specifications.

**DIVISION 5 – GLASS / TUBULAR RAILINGS**

Welders shall be AWS certified.

**A.** Source Quality Control: Show actual sample of materials prior to purchasing and installation for the approval of the end user and the University representative.

**1.1 -** Floor Mount Newel Post, Side Mount Newel Post, Lateral Anchor, Anchor Flange, Pivot Wall Anchor, Stainless Handrail Tube, Flat End Cap, Stainless Rounded Glass Clamp, Fasteners etc. (samples for the said work shall be submitted and approved prior to installation)

 Floor Mount Newel Post, Side Mount Newel Post, Lateral Anchor, Anchor Flange, Pivot Wall Anchor, Stainless Handrail Tube, Flat End Cap, Stainless Rounded Glass Clamp, Fasteners etc. (samples for the said work shall be submitted and approved prior to installation)

 2" x 2" Tubular, 1" x 1" Tubular, Painted Finished

**PART** - **EXECUTION**

**1.2 -** **INSTALLATION**

1. Owner shall use factory trained installer.

2. Owner shall install the bleacher unit in accordance with the manufacturer’s detailed installation procedures.

**DIVISION 6: PLUMBING WORKS**

**SECTION 6. PLUMBING**

**1.00 GENERAL**

**1.01 SCOPE**

This item shall consist of furnishing all materials, tools, equipment and fixtures required as shown on the plans for the satisfactory performance of the entire plumbing system including installation in accordance with the latest edition of the National Plumbing Code, and specifications. The contractor shall provide samples on all materials to be installed, subject for approval of the end user, Technical Working Group and Project in Charge. This item also includes the construction of two-unit septic tank as indicated in the approved plans and specifications. Tapping of sewer lines to the septic tanks shall also be done by contractor.

**1.02 SUBMITTALS**

**A. Submit samples of proposed materials for Architect's selection and secure approval.**

**B. Submit as built plan upon completion of plumbing works. For repair and maintenance purposes.**

**2.00 PRODUCTS**

All piping materials, fixtures and appliances fitting accessories whether specifically mentioned or not but necessary to complete this item shall be furnished and installed. Pipes shall be of quality made by reputable manufacturers free from defects, and shall be true, smooth and cylindrical. Pipes and fittings for Sanitary lines shall be Unplasticized Polyvinyl Chloride Series 1000. Pipes and fittings for Water lines shall be Polypropylene (PP-r) PN20.

**2.01 PLUMBING AND RELATED FIXTURES**

* Water closet shall be vitreous china, free standing toilet combination, close coupled push button dual flush, siphon jet flushing system, soft close seat cover and complete with fittings and mounting accessories.
* Lavatory shall be vitreous china, counter type with rear overflow, and complete with lever type faucets, supply pipe, stainless p-trap and mounting accessories.
* Toilet paper holder shall be vitreous china wall mounted. Color shall reconcile with the adjacent fixture and facing tiles. Refer location to the supervising architect.
* Soap holder shall be vitreous china, wall mounted. Color shall reconcile with the adjacent tile works. Refer location to the supervising architect.
* Faucets shall be lever type made of stainless steel for interior use.
* Floor drains shall be made of stainless steel, measuring 10cmx10cm and provided with detachable stainless strainer.
* The Contractor shall show samples of the required fixtures for the approval of the end-user before purchasing of the same.
* Storm drainage piping layout shall be installed considering aesthetic of the building. All roof deck and roof garden drains shall be dome type roof drain as shown in the approved plans.

**3.00 E X E C U T I O N**

**3.01 PLUMBING FIXTURES**

Include all plumbing fixtures shown on the drawings and specified herein by the Architect in all bids to be considered.

A. Install all plumbing fixtures free and open in a manner to afford access for cleaning. Furnish with brackets, cleats, plates and anchors required to support the fixtures rigidly in place.

B. After the installation of any, or all, of the plumbing fixtures, keep them clean and in working order but disallow all use until the building has been turned over and accepted by the Owner.

C. Make fixtures, trims, faucets, escutcheons, and waste pipes that are exposed to view in finished spaces of brass material with polished chromium plating or nickel finish, unless otherwise specified.

D. Be responsible for providing those portions of the fixtures, fittings (as trims) which are not provided with the fixture but are required for the complete installation. Check all the fixtures to determine the portions which must be provided to complete the installation.

E. Provide each fixture and subsequently a set of fixtures in one space, with separate stop or gate valves so that each fixture or a row of fixtures, may be separately controlled without affecting any other fixtures in another space.

**3.02 T R A P S**

A. Except for the presence of grease interceptor and other devices where the trap is an integral part of the design, equipped with a trap every fixture and other equipment requiring connections to the drainage system.

B. Used traps of recessed drainage pattern for threaded pipe.

C. Set each trap as close as possible to the fixture served and render level with respect to their water seal.

**3.03 PIPE INSTALLATIONS**

A. Furnish and install all necessary pipe sleeves, hangers and supports at proper and appropriate locations. **Never install pipes through columns, footings, beams, ribs, or other structural members unless clearly noted in the drawings, or with written approval of the Civil Engineer (designer).**

B. Offsets: Offsets shall be of 45-degree wyes, except as otherwise directed or noted by the Engineer. Changes in direction shall by approved long sweep elbows or other acceptable fittings.

C. Pipe Sleeves: Make all pipe sleeves secure in place. Size sleeves to provide approximately 6 millimeters clearance around the incoming pipe. Use PVC or steel pipes for pipe sleeves in general. Used galvanized iron pipes and sheets as the case may require for sleeves in floors. When appropriate and called for, provide the sleeves with an integral flashing flange or a clamping device to which a flashing shield can be clamped or soldered.

D. Anchors and Guides: Support rigidly all piping along surfaces by means of approved supports. Support piping to maintain required position and pitching of lines to prevent vibration, and to secure piping in place. Arrange so as to provide for expansion and contraction.

E. Tapping for Fixtures: Make connections between fixtures and flanges on soil pipes absolutely gas and water tight, and sealed.

For pipe terminals intended to be tapped to fixtures, practice care and precision in determining outlet or inlet locations during the pipe installation stage and considering the specific finished space housing such as fixtures.

For an array of fixtures in one space, and where distances between fixtures and walls are critical, use guide templates in locating the exact setting of fixtures that tapping joint location supply and drain pipes are pinpointed.

1. Cleaning: Rid all exposed metal surfaces of grease, dirt, or foreign material. Polish all chromed components. For any damage, stoppage, or discoloration of part of the building and its furnishings and equipment, resulting from failure to clean the piping system, repair or replace all such affected areas and components at no cost to the Owner.

**DIVISION 7 - FINISHES**

**SECTION 090: PLAIN CEMENT FLOOR FINISHES**

**1.00 GENERAL**

**1.01 S C O P E**

1. Furnish materials, equipment, and perform labor necessary to complete all cement finishes.
2. See drawings for details and location of work required.

**2.00 PRODUCTS**

**2.01 F I N I S H E S**

Plain cement floor finish: Consisting of the scratch and finish coats, with areas topped with epoxy flooring as reflected in the plans and specifications.

**SECTION 091: TILEWORK**

**1.00 GENERAL**

**1.01 S C O P E**

A. Furnish materials and equipment and perform labor necessary to complete all types of tile works. Include border, strip and accent tiles, if necessary. Provide angle beads accessory tiles and tile fittings.

B. See drawings and details for location, and extent of work required.

**1.02 S A M P L E S**

Submit to PPDO samples of floor and wall tiles including all required beads and mouldings and secure approval prior to installation.

**1.03 P R O T E C T I O N**

Rooms and spaces in which tile work is being installed shall be closed to traffic until the tiles are set up. Where required, the tilework shall be protected from damage which might be caused by the work of other trades. Tiles of floors shall be covered with an approved covering during painting and varnishing work. All tiles shall be kept dry while in packages.

**2.00 P R O D U C T S**

**2.01 M A T E R I A L S**

Granite tiles non-skid floor tile, polished tiles for walls. Sizes, color and pattern as indicated on the Schedule of Finishes and on the drawings.

**2.02 CHOICE OF COLORS AND PATTERNS**

PPDO and end-user shall have prerogative in the selection of the tiles on the particular pattern, color ranges and textures.

**2.03 STAIN RESISTANCE**

Tiles must be durable, non-porous and not penetrable by colorant.

**2.04 SURFACE QUALITY**

Tiles shall be free from crazing, visible defects and objectionable blemishes. Tiles shall be level and flat with even surface, rectangular in size, rectangular at the corners and straight at the edges. Tiles shall not warp or deformed in any manner.

**2.05 G R O U T I N G**

1. After tile has sufficiently set, force a maximum of grout into joints by trowel, brush or finger application.
2. Grouting, cleaning and installation shall be done in one continuous constructive operation

C. Fill all joints of square edged tile flush with the surface of the tile. Fill all gaps.

D. During grouting, clean off all excess grout with clean burlap, other cloth or sponges.

E. When grouting glazed tiles, special care shall be taken to prevent scratching off of the glaze.

**2.06 S E A L I N G**

Laid out wainscoting shall be topped with an approved clear waterproofing prepared and applied as per manufacturer's instructions.

**2.07 REMOVAL OF CONDEMNED TILE**

Prior to the final acceptance of the tile work, the Contractor shall, at his own expense, remove and replace condemned tiles.

**2.08 C L E A N I N G**

A. Upon completion of the various portions of his work, the Contractor shall remove all unused materials, rubbish, etc. that have accumulated as a result of his work. After the pointing has sufficiently set or hardened, all tile on walls or vertical surfaces, or floors and horizontal surfaces shall be thoroughly cleaned. Sponge and wash tile thoroughly with clean water after grout has stiffened.

B. Then clean by rubbing with damp cloth or sponge and polish clean with dry cloth. All traces of cement or dust accumulations shall be completely removed. In cases where acid solutions are required to clean the face of the finish tilework of surplus grouts or mortar used for pointing, all exposed hardware shall first be covered by heavy coating of vaseline to protect the metal from possible effect of the acid or its fumes. Acid solutions shall not be used for cleaning glazed tiles.

C. The Contractor shall give the tilework one thorough final cleaning when so instructed.

**SECTION 092: FIBER CEMENT BOARD ON METAL FURRING FRAME**

**1.00 G E N E R A L**

**1.01 S C O P E**

Furnish all materials, equipment, tools and labor necessary to complete all ceiling works using fiber cement board on metal furring frames.

**1.02 DELIVERY AND STORAGE**

Deliver all manufactured materials in the original packages, containers and bundles bearing the name of the manufacturer and the brand. Material specification shall be in accordance with the approved program of work.

**2.00 P R O D U C T S**

**2.01 M A T E R I A L S**

1. Ceiling boards: 1.2 m. x 2.4 m. x 4.5 mm thk. Fiber cement board;
2. Ceiling Frame:

19mm x50mmx 0.40mm thk. Metal furring spaced at 0.40m on center;

12mmx 38mmx0.8mm thk carrying channel spaced at 1.20m on center;

25mmx25mmx0.40mm thk wall angle on all perimeter;

 Hanger bars or rod spaced at 1.20m on center both ways

**3.00 E X E C U T I O N**

**3.01 GENERAL**

1. Erect framing for fire related assemblies in accordance with the requirements of listing;
2. Arrange hangers for suspended ceilings to provide support independent of walls, columns, pipes, ducts and install plumb.
3. Secure attached hangers structure to ensure the development of the full hanger strength.
4. Space hangers (0.60m to 0.61 m.) on center and not more than 0.15m from boundary walls, interruptions and continuity, and changes in direction.
5. Isolate ceiling suspension with hanger isolator at each suspension point.
6. Run carrying channels in opposite direction to structural framing members.
7. Space carrying channels at (1.20m to 1.22m.) center maximum.
8. Install furring channels perpendicular to carrying channels (0.60 m to 0.61m) on center maximum and not more than (0.15m) from perimeter. Secure furring channels to carrying channels with furring clips.
9. Secure the framing with metal framing screws. End joints to be staggered and aligned over framing and each end fastened to framing.
10. Install board sheets across the framing members, i.e. place the long edges of the sheet at right angles to the joist or furring channels.

**3.02 INSTALLATION**

1. Fix and align accurately all steel angles.
2. Tie the suspension rod securely to the steel angle.
3. Attach the carrying channel to the suspension clip then use the rod joiner to connect the suspension rod to the suspension clip.
4. Attach the metal furring to the carrying channel at right angle to each other using W-clip.
5. Leave ready to receive the ceiling boards.
1. currently based on GPPB Resolution No. 09-2020 [↑](#footnote-ref-1)