

BIDDING DOCUMENTS

FOR THE

**SUPPLY OF LABOR AND MATERIALS FOR THE
PROPOSED RENOVATION OF THE COMMISSIONERS'
FLOOR (Re-Bidding)**

Project ID No.: SEC-PB-2022-37

**Sixth Edition
July 2020**

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 ad measurements (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:

- a. 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.
- b. 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.
- c. 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.

- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- e. 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.
- f. 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.

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as

specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

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

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Invitation to Bid

1. The Securities and Exchange Commission (SEC) through its Bid and Awards Committee, now invites Bidders to bids for the hereunder Works:

Project ID No.	:	SEC PB 2022 - 37
Contract Name	:	Supply of Labor and Materials for the Proposed Renovation of the Commissioner's Floor (Re-bidding)
Contract Location	:	Commissioners' Floor, The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Brgy. Bel-Air, Makati City
Approved Budget for the Contract (ABC)	:	Six Million Eight Hundred Thousand Pesos (Php 6,800,000.00)
Source of Fund	:	SEC Budget for FY 2022
Contract Duration	:	Forty-Five (45) Calendar Days excluding regular holidays
Range of PCAB License	:	Small B (General Building)

2. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. The Contract shall be awarded to the Lowest Calculated Responsive Bidder (LCRB) who was determined as such during post-qualification.
4. Interested bidders may obtain further information from the SEC-BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from 9:00 a.m. to 4:00 p.m.
5. A complete set of Bidding Document may be acquired by Interested Bidders on **November 25, 2022** from the given address and websites below and upon payment of an applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Six Thousand Pesos (Php 6,000.00)**.
6. It may also be downloaded free of charge from the Philippine Government Electronic Procurement System (PhilGEPS) and SEC websites, provided that the bidders shall pay the applicable fee for the Bidding Document not later than the submission of their bids.
7. The SEC will hold a Pre-Bid Conference on **December 2, 2022, (Friday) 9:00 a.m.** at **Conference Room, 12th/F, The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Barangay Bel-Air, 1209 Makati City** and/or through video conferencing or webcasting via zoom, which shall be open to prospective bidders.

The prospective bidders are advised to send email at bacsecretariat@sec.gov.ph for the link to join the meeting which will be provided before the scheduled Pre-Bid Conference.

8. Bids must be duly received by the BAC Secretariat through manual submission at the **Procurement Division, 7th/F The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Barangay Bel-Air, Makati City, on or before, December 16, 2022, (Friday) 9:00 a.m.** Late bids shall not be accepted.
9. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
10. Bid Opening shall be on **December 16, 2022, (Friday) 9:15 a.m. at Conference Room, 12th/F The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Barangay. Bel-Air, 1209 Makati City.** Bids will be opened in the presence of the bidder's representative who choose to attend the activity (To minimize face to face transaction with the public only one (1) representative for each bidder will be allowed during the opening of bids)
11. Each Bidder shall submit one **(1) originally signed certified true copy of the original document and two (2) duplicate copies** of the first and second components of its bid. *Bidders must arrange each bid document into sections with tabs properly labeled separating each document according to the provided checklist.*
12. The Securities and Exchange Commission reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
13. For further information, please refer to: SEC BAC Secretariat

*Procurement Division
Human Resource and Administrative Department
7/F The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Barangay. Bel-Air,
1209 Makati City
Telephone No.: 8818-5330
Email Address: bacsecretariat@sec.gov.ph*

14. You may visit the following websites to download the Bidding Documents:
<https://www.sec.gov.ph>
<https://www.philgeps.gov.ph>

November 22, 2022


ARMANDO A. PAN, JR
Chairman

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *SEC* invites Bids for the **Supply of Labor and Materials for the Proposed Renovation of the Commissioners' Floor** with Project Identification Number: **SEC-PB-2022-37**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below FY 2022 in the amount of **Six Million Eight Hundred Thousand Pesos (Php 6,800,000.00)**.

2.2. The source of funding is through the authorized appropriations under the **FY 2022 Approved Operating Budget of SEC**.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

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

- 5.3. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.
- 7.2. 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.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at **Conference Room, 12th/F SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Barangay Bel-Air, 1209 Makati City** and/or through videoconferencing/webcasting} as indicated in paragraph 7 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. 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.

16. Sealing and Marking of Bids

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

The Procuring Entity may request additional hard copies 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.

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address as indicated in paragraph 8 of the **IB**.

18. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 10 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

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

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

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

Bid Data Sheet

ITB Clause							
5.2	Statement of the Bidder’s Single Largest Completed Contract (SLCC) similar to the requirement shall be any project that involves RENOVATION/FIT-OUT (ARCHITECTURAL AND CIVIL WORKS); and in the amount of at least 50% of the Approved Budget for the Contract.						
7.1	Subcontracting is not allowed.						
10.3	Current Valid PCAB License and Registration for “General Building” with at least “Small B” (size range).						
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Personnel</th> <th style="text-align: center;">Professional Qualification/s</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">One (1) Project Manager (PM)</td> <td>Registered Civil Engineer or Architect with at least five (5) years of experience in the construction industry</td> </tr> <tr> <td style="text-align: center;">One (1) Safety Officer</td> <td> <ul style="list-style-type: none"> ▪ Certified by an accredited safety organization in Construction Occupational Safety and Health as prescribe by Department of Labor and Employment; and ▪ With at least three (3) years of experience as Safety Officer in the construction industry </td> </tr> </tbody> </table> <p>Each of the contractor’s Key Personnel must be supported by the following documents:</p> <p>For PM:</p> <ol style="list-style-type: none"> a. Curriculum Vitae; b. Valid (not expired) Professional Identification Card issued by the Professional Regulation Commission <p style="padding-left: 40px;">If for Renewal, submit a copy of the following:</p> <ol style="list-style-type: none"> a. Recently expired Professional Identification Card; and b. Official Receipt as proof of payment for the application for renewal <p>For Safety Officer:</p> <ol style="list-style-type: none"> a. Curriculum Vitae; b. Certificate of Training on Construction Occupational Safety and Health issued by a DOLE-accredited training center 	Personnel	Professional Qualification/s	One (1) Project Manager (PM)	Registered Civil Engineer or Architect with at least five (5) years of experience in the construction industry	One (1) Safety Officer	<ul style="list-style-type: none"> ▪ Certified by an accredited safety organization in Construction Occupational Safety and Health as prescribe by Department of Labor and Employment; and ▪ With at least three (3) years of experience as Safety Officer in the construction industry
Personnel	Professional Qualification/s						
One (1) Project Manager (PM)	Registered Civil Engineer or Architect with at least five (5) years of experience in the construction industry						
One (1) Safety Officer	<ul style="list-style-type: none"> ▪ Certified by an accredited safety organization in Construction Occupational Safety and Health as prescribe by Department of Labor and Employment; and ▪ With at least three (3) years of experience as Safety Officer in the construction industry 						
10.5	Not applicable						

12	Not Applicable
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php 136,000.00 or (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than Php 340,000.00 or (5%) of ABC, if bid security is in Surety Bond.
19.2	Not Applicable
20	<p>The bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:</p> <ul style="list-style-type: none"> 1. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following: <ul style="list-style-type: none"> i. Latest Income Tax Return with proof of payment; and ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment within the last six (6) months.
21	<p>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.</p>

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.

2. Sectional Completion of Works

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

3. Possession of Site

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

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:

- a. Information that complements provisions of the GCC must be incorporated.
- b. 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.

Special Conditions of Contract

GCC Clause	
2	Completion Period: The contractor shall complete and turn-over the project within Forty Five (45) Calendar days excluding regular holidays
4.1	Possession of the Site shall be given to the as specified in the SEC Scope of Works and Specifications and SEC Approved Plans and Drawings.
6	Not applicable
7.2	<p>The Contractor shall guarantee the works done to be free from defects for a period of one (1) year reckoned from the date of acceptance of the project. The warranty shall be covered by retention money.</p> <p>FORM OF WARRANTY SHALL BE IN ACCORDANCE WITH THE PROVISIONS UNDER SECTION 62.2 OF THE 2016 REVISED IMPLEMENTING RULES AND REGULATIONS OF REPUBLIC ACT NO. 9184</p>
10	a. 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 10 CALENDAR DAYS of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is one percent (1%) of the gross amount due for payment.
13	Upon written request of the contractor, and subject to the requirements in Annex E of the 2016 IRR of RA 9184, Advance payment in the amount not exceeding fifteen percent (15%) of the Total Contract Price shall be made in one (1) lump sum payment.
14	<p>Payment Schedule: 1st Progress Billing - at least 50% (actual accomplishment) 2nd Progress Billing - at least 75% (actual accomplishment) 3rd and Final Billing - 100% completion</p> <p>Materials and equipment delivered on the site but not completely put in place shall not be included for payment.</p>
15.1	The date by which operating and maintenance manuals and "as built" drawings shall be submitted not later than ten (10) calendar days from completion date.
15.2	The amount to be withheld for failing to submit and secure acceptance and approval of "as built" drawings and/or operating and maintenance manuals by the date required is two percent (2%) of the Contract Price.

Section VI. Specifications

Notes on Specifications

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

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

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

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure

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

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

SPECIFICATIONS

A. GENERAL

1. All applicable provisions of the different divisions of the specifications for each work shall apply for all items cited in this schedule.
2. Discrepancy arising from this section of the contract documents must be brought to the attention of the SEC whose decision shall be final.
3. Material deemed necessary to complete the works but not specifically mentioned in the specification, working drawings, or in the contract documents shall be supplied and installed by the Contractor. Such materials shall be of the highest quality and kind, and installed or applied in a workmanlike manner at prescribed or appropriate locations following the National Building Code of the Philippines and standard construction procedures.
4. All items with specified approved brand, manufacturer, supplier, fabricator, trademark and the like shall be strictly followed. No material shall be ordered, delivered or installed without securing approval from the SEC.
5. The Contractor shall supply all finishing accessories and furnishing fixtures as may be approved by the SEC or Representative and shall be installed by the Contractor whenever required by the SEC's Representative.

B. SCOPE OF WORK

1.0 GENERAL REQUIREMENTS

1.1 Permits and Coordination with Relevant Authorities

- 1.1.1 The Contractor shall process and secure all the necessary permits as required by the relevant authorities for the preparation, execution and completion of the contract. The Contractor shall coordinate with other agencies and pay the corresponding fees incidental to the acquisition of such permits.
- 1.1.2 The Contractors shall facilitate coordination with Makati Central Estate Association (MACEA), the SEC Headquarters Condo Corporation (SHCC), and other agencies for all items related to the construction.

1.2 Mobilization / Demobilization

- 1.2.1 Mobilization shall include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the site; and other necessary general facilities for the Contractor's operations at the site; premiums paid for performance and payment bonds, including co-insurance and re-insurance agreements as applicable.



- 1.2.2 Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal and site cleanup of temporary offices and other facilities assembled on the site specifically for this contract.

1.3 As-Built Drawings and Specifications

- 1.3.1 During construction, Contractor shall keep an up-to-date, redlined, marked set of Progress As-Built Drawings and Specifications on the Site.
- 1.3.2 As a condition precedent to Final Completion, Contractor shall deliver to SEC the Record As-Built Drawings and Specifications which shall include delivery of final as-built drawing files for Record As-Built Drawings in fully operable and editable native format in the latest commercially available version of AutoCAD®.

1.4 Insurance

- 1.4.1 The Contractor shall secure Contractor's All Risk Insurance (CARI).

1.5 Construction Health and Safety Program

- 1.5.1 The Contractor shall prepare a Construction Health and Safety program prior to commencement of work.
- 1.5.2 The Contractor shall provide safety gadgets (belt, goggles, hard hat, working uniform and safety shoes) for all workers in the hard hat area.

2.0 SITEWORK

2.1 Removal. The removal work shall include:

- 2.1.1 Removal of T&B fixtures;
- 2.1.2 Removal of floor and wall finishes at T&B;
- 2.1.3 Dismantling of Existing Glass Panels;
- 2.1.4 Dismantling of Existing Glass Doors;
- 2.1.5 Dismantling of Existing Wood Door and Frames;
- 2.1.6 Dismantling of Baseboards;

2.2 Demolition. The demolition work shall include:

- 2.2.1 Demolition of drywall partitions;
- 2.2.2 Demolition of CHB wall;
- 2.2.3 Demolition of ceiling;

2.3 Chipping Works / Grinding (where applicable).

2.4 Preparation of Flooring to receive new finishes.

2.5 Site Clearing/Hauling of Debris

- 2.5.1 All demolished materials and debris shall be removed from the site and shall be disposed off-site immediately; all other reusable materials shall be turned over to the SEC.
- 2.5.2 All items that will be recovered and in good condition shall be turned over to SEC.
- 2.5.3 All recovered items for re-use, such as Glass Panels and Doors, Wood Doors and Frames, and Baseboards, shall be stored on-site by the Contractor. The Contractor shall do a full inventory of such items, to be submitted to the SEC, to be considered for value-engineering/substitution for new items of work.

2.6 Existing Mechanical/Electrical/Fire Protection Systems

- 2.6.1 Utmost care shall be given to ensure that all items in the ceiling void are not disturbed and compromised during demolition and construction, including, but not limited to:
 - 2.6.1.1 Air Conditioning Ducts System;
 - 2.6.1.2 Electrical System;
 - 2.6.1.3 Sprinkler System;
 - 2.6.1.4 Plumbing System; etc.
 - 2.6.1.5 All vents in the construction area shall be covered for the duration of construction.

3.0 MASONRY

The work includes the furnishing of materials, tools and equipment, methods and labor necessary to complete all masonry work requirements.

3.1 Masonry works include:

3.1.1 CHB Wall Infill at T&B Locations

- 3.2 CHB Walls (Type 2 Partitions): Use 125mm (5-inch) thick Concrete Hollow Block Minimum 400 psi. Reinforcement – 10mm Deformed Bars spaced at 600mm vertically and horizontally, with No. 16 Tie Wire. Standard Mortar and Grout shall be used.

4.0 CARPENTRY

The work includes the furnishing of materials, tools and equipment, methods and labor necessary to complete all carpentry work requirements.

4.1 Partitions

4.1.1 Drywall Partitions (Type 3 Partition): Use 12mm thick x 4' x 8' Gypsum Wall Board on 35mm x 92mm x 0.60mm x 3m Metal Studs and 92mm x 0.60mm x 3m Metal Track with Mineral Wool Insulation (20kg./cu.m.), provide sample for approval by SEC.

4.2 Ceiling Works

4.2.1 GWB Ceilings (CL-03): Use 12mm thick x 4' x 8' Gypsum Wall Board on 19mm x 50mm x 0.60mm x 5m Double Furring and 12mm x 38mm x 0.60mm x 3m Carrying Channel suspended on 1/4" Hanger Rods with J-Clips.

4.2.2 Ceiling Cove - Inside Perimeter: Use 12mm thick x 4' x 8' Gypsum Wall Board and 12mm MDF Board (Painted) on 19mm x 50mm x 0.60mm x 5m Double Furring and 12mm x 38mm x 0.60mm x 3m Carrying Channel suspended on 1/4" Hanger Rods with J-Clips.

4.2.3 Ceiling Cove - Outside Perimeter: Use 12mm thick x 4' x 8' Gypsum Wall Board and 12mm MDF Board (Painted) on 19mm x 50mm x 0.60mm x 5m Double Furring and 12mm x 38mm x 0.60mm x 3m Carrying Channel suspended on 1/4" Hanger Rods with J-Clips.;

4.2.4 ACT Ceilings (CL-02): Match existing ACT grid system. Existing Tee-Runners shall be aligned, cleaned and repainted. Existing Acoustic Ceiling Tiles shall be cleaned and repainted prior to re-installation.

4.3 Architectural Woodworks

4.3.1 Pantry Counters: Use 25mm thick Post-Formed High Pressure Laminate for all four (4) Pantries

4.3.2 Base and Overhead Cabinets: Use 20mm thick x 4' x 8' High Pressure Laminate Boards or equivalent for construction of all cabinets and closets for approval by SEC

4.3.3 Wardrobe Closet: Use 20mm thick x 4' x 8' High Pressure Laminate Boards or equivalent for construction of all cabinets and closets for approval by SEC

4.3.4 Lavatory Skirting: Use 20mm thick x 4' x 8' High Pressure Laminate Boards or equivalent for construction of all cabinets and closets for approval by SEC

4.3.5 Reinstallation of Wood Baseboards

5.0 OPENINGS AND GLAZING

These works include provision and installation of Doors and Glass Panels required by the project and as shown on plans to be approved by the SEC or authorized representative.

5.1 Aluminum and Glass Doors

- 5.1.1 D-1 (Double Leaf) 2 - 900mmx2100mmx9mm thk Tempered Frameless Glass Door, Anodized Aluminum FD 100 Frame with 2x4 Split Tube Header, complete with accessories including frosted sticker.
- 5.1.2 D-2 (Single Leaf) 1 - 900mmx2100mmx9mm thk Tempered Frameless Glass Door , Anodized Aluminum FD 100 Frame with 2x4 Split Tube Header, complete with accessories including frosted sticker.
- 5.1.3 Installation of Glass Doors from Existing

5.2 Wood Door & Jamb

- 5.2.1 D-3 (Existing Wood Doors) All Wood Doors, Jambs and Frames are existing to remain, or relocated, inclusive of all hardware – Hinges, Locksets, and Door Stop (if applicable)
- 5.2.2 D-4 (Concealed/Invisible Door) 700mmx2100mm Concealed Door, complete accessories and hardware.

5.3 Hardware

- 5.3.1 Supply and Installation of Stainless Steel Invisible Hinges for Concealed Door
- 5.3.2 Aluminum/Glass Door Hardware to match existing.
 - 5.3.2.1 Floor Closer: Match existing*
 - 5.3.2.2 Push/ Pull Match existing*
 - 5.2.2.3 Lock Core Match existing*

*1 of each for Single Leaf Doors; 2 of each for Double Leaf Doors

5.4 Glass Partitions

- 5.4.1 Glass Panels - Variable widths x 2100mm: Use 12mm thick Tempered Glass Panel, Anodized FD 100 (Inclusive of 2x4 Split Tube Header and Frosted Sticker)

5.5 Shower Partitions

- 5.5.1 Use Frameless enclosure with 12mm thick Tempered Glass with Polished Edges.

5.6 Mirror

- 5.6.1 Use 6mm thick Float Glass Mirror Beveled.

5.7 Existing Windows

5.7.1 Clean to “like-new” condition.

6.1 FINISHES

6.1 Plastering

6.1.1 12mm thick Plain Cement Plaster Finish for all new CHB Infill Walls. Prepare for application of Homogenous Tiles.

6.2 Painting (W0)

6.2.1 Semi-Gloss Latex Paint Finish

6.2.1.1 Existing Walls and Finish

6.2.1.2 New GWB Partitions

6.2.1.3 New CHB Walls (unless otherwise specified)

6.2.2 Flat Latex Paint Finish

6.2.2.1 New GWB Ceiling

6.2.2.2 Existing GWB Ceiling

6.2.2.3 Existing Acoustic Tiles (Repaint)

6.2.3 Automotive Paint Finish

6.2.3.1 Existing and Relocated Wood Doors and Jambs

6.2.3.2 Existing and Relocated Wood Baseboard

6.2.3.3 Existing ACT T-Runners

6.2.4 All painting materials shall be of high quality and approved by the SEC/Representative. Use appropriate neutralizer primer putty, tinting color and thinning solvents of the same brand.

6.2.5 Prior to painting works, all exposed finish hardware, electrical plates & fixtures, glasses and the like shall be adequately insulated/protected so that these are not stained with paint and stain materials. All other surfaces which stain would endanger paint marks should be taped and covered with paper or equal.

6.2.6 Apply the proper number of coats to the painted surface as recommended by the manufacturer for the respective paint types.

6.3 Wall Finishes

6.3.1 W1 Modified Clay Material (MCM) Panel

6.3.1.1 Supply and install in all Commissioner’s Offices.

6.3.1.2 The Contractor shall present samples for Approval by the SEC.

6.3.1.3 The Contractor shall conform to the Manufacturer’s instructions for installation.

- 6.3.2 W2 Homogenous Tiles (600mm x 600mm)
 - 6.3.2.1 Supply and Install in Toilet and Baths
 - 6.3.2.2 Inclusive of topping, grout and adhesive.
 - 6.3.2.3 The Contractor shall present samples for Approval by the SEC.

- 6.3.3 W3 Wood-Plastic Composite (WPC) Panel
 - 6.3.3.1 Supply and Install in Accent Walls in Reception and Main Entrances.
 - 6.3.3.2 The Contractor shall present samples for Approval by the SEC.
 - 6.3.3.3 The Contractor shall conform to the Manufacturer's instructions for installation.

6.4 Floor Finishes

- 6.4.1 EX Existing Floor Finish
 - 6.4.1.1 Existing floor finishes to remain shall be cleaned to "like-new" condition.

- 6.4.2 FF-03 Carpet Tiles (500mm x 500mm)
 - 6.4.2.1 Supply and Install in all areas unless otherwise specified in the Plans.
 - 6.4.2.2 Fields verify all dimensions and other work conditions affecting the installation of carpet tile.
 - 6.4.2.3 Unless otherwise noted or approved on drawings, begin laying tile at centerline.
 - 6.4.2.4 Comply with carpet tile instructions for direction of carpet tile. Unless otherwise noted on drawings, align pattern and pile in the same direction, parallel to the centerline of the area or room.
 - 6.4.2.5 Provide cut-out where required, and bind cut edges where not concealed by protective edge guards or overlapping flanges.
 - 6.4.2.6 Install carpet edge guard where edge of carpet is exposed; anchor guards to substrate. Use full-length strips only.
 - 6.4.2.7 Expansion Joints: Do not bridge building expansion joints with carpet tile; provide for movement.
 - 6.4.2.8 Carpet tile shall be free from movement when subjected to traffic.
 - 6.4.2.9 Do not use pieces smaller than 1/3 of a standard tile without prior approval by the SEC.
 - 6.4.2.10 Provide mockup for approval by SEC of special cuts/effects such as mitered corners at borders or graphic patterns that are prepared and installed onsite.
 - 6.4.2.11 Where there are floor finish material changes at doors, place the centerline of abutting materials below the door.
 - 6.4.2.12 Fit sections of carpet tile into each space prior to application of adhesive. Trim edges.
 - 6.4.2.13 Apply a full spread of adhesive uniformly to the substrate in accordance with manufacturer's instructions. Butt carpet tile edges tightly together to form seams without gaps. Butt edges tightly to vertical surfaces. Eliminate air pockets and ensure uniform bond. Remove adhesive promptly from the face of carpet tiles.

- 6.4.3 FF-04 Homogenous Tiles (600mm x 600mm)
 - 6.4.3.1 Supply and Install in Toilet & Baths
 - 6.4.3.2 Inclusive of topping, grout and adhesive.
 - 6.4.3.3 The Contractor shall present samples for Approval by the SEC.

6.5 Transition Strips

- 6.5.1 Existing to Carpet Tile (CPT)
 - 6.5.1.1 Aluminum. The Contractor shall present samples for Approval by the SEC.
- 6.5.2 Carpet Tile (CPT) to T&B Threshold
 - 6.5.2.1 Aluminum or PVC. The Contractor shall present samples for Approval by the SEC.

7.0 PLUMBING

7.1 Supply and Install of Water Line System.

- 7.1.1 Use 20mm Diameter PPR PN20
- 7.1.2 All Installations shall be above structural slab.

7.2 Supply and Install of Waste and Vent System.

- 7.2.1 Use 50mm Diameter PVC Pipe Sch 40.
- 7.2.2 All Installations shall be above structural slab.

7.3 Supply and Install of Plumbing Fixtures.

- 7.3.1 Fixture Package (Water Closet, Lavatory, Tissue Holder, Soap Holder and Accessories): For Approval by SEC.
- 7.3.2 Shower Assembly with Heater: For Approval by the SEC.
- 7.3.3 Bidet: For Approval by the SEC.
- 7.3.4 Floor Drain 100mmx100m Stainless Steel
- 7.3.5 Floor Clean Out 100mmx100mm Stainless Steel

7.4 Waterproofing

- 7.4.1 The Contractor shall provide Cementitious Waterproofing at all new Toilet & Bath Locations and wet areas.
- 7.4.2 Waterproofing shall be carried at least 300 mm on vertical surfaces above the floor finish level except the splash zone of shower where the waterproofing should be carried out to 1.2 m height in bathroom and toilets.
- 7.4.3 The coating shall be applied to the internals of the down pipes for minimum 50 mm down to the floor outlet before laying out of the tiles, bedding and floor traps.

- 7.4.4 Prior to installation of tiles, the Contractor shall conduct a ponding test, carried out at a depth of 50 mm for 48 hours to determine the water tightness after closing all the outlets. Necessary remedial actions should be taken for any seepage or leakage of water. The waterproofing shall be considered satisfactory, if no leaks or damp patches show on the soffit on the floor below.
- 7.5 All Plumbing Works shall be done in accordance with the latest requirements of the Revised Plumbing Code of the Philippines, National Building Code of the Philippines and Local Regulations.
- 7.6 Dismantling of Existing Plumbing Fixtures: Utmost care shall be given to the dismantling of existing Water Closets, Lavatory, Faucet, Mirror, Lavatory Countertop and Shower so as not to damage the roughing in / supply pipes.
- 8.0 MECHANICAL**
- 8.1 All Mechanical Works shall be done in accordance with the latest requirements of the National Building Code of the Philippines and Local Regulations.
- 8.2 The total scope of work shall include relocation of A/C diffusers and returns, supply and installation of new A/C slot diffusers and returns, and all works described in the plans.
- 8.3 All works shall be executed in close coordination with the works of other trades. Coordinate with the Architectural and electrical the exact location of Fans, Pipes and A/C equipment.
- 8.4 The Contractor shall submit shop drawings, manufacturer's equipment specifications, insulations, filters, etc. before execution of works.
- 8.5 Contractor shall install all equipment in accordance with the manufacturer's recommendations.
- 8.6 The Contractor shall be responsible for all testing, balancing and commissioning of the entire installation.
- 8.7 The Contractor shall be responsible in the processing / securing of necessary permits (installation and permit to operate) from authorized government authority.
- 8.8 Necessary hangers and supports for the system shall be provided and installed accordingly for the full operation of the system.
- 8.9 Testing and commissioning shall be performed with the member/s of the Technical Working Group as witness/es prior to turn-over and acceptance.
- 9.0 FIRE PROTECTION**
- 9.1 All works included herein shall be executed according to the provisions of the Fire Code of the Philippines, the National Building Code, and rules and regulations of the concerned Local Government Unit.
- 9.2 All works shall be executed in close coordination with the Building Administrator or his/her Representative and with the works of other Trades. The Project Manager shall be notified immediately of any conflict or discrepancy found therein.
- 9.3 The scope of work includes the relocation of existing pendent sprinklers and supply and installation of new pendent sprinklers.

- 9.4 All pipes shall be black iron (B.I.) conforming to ASTM 153-1950 ASTM A-120, Seamless Sch. 40 pipes.
- 9.5 All fire protection lines shown are existing unless otherwise indicated.
- 9.6 Sprinkler heads and pipes to be relocated / removed shall be carefully disconnected by appropriate and approved tools.
- 9.7 All existing branch lines shall be extended and/or replaced.
- 9.8 All existing pipes and structures damaged during dismantling and/or installation shall be replaced by the Contractor.
- 9.9 Sprinkler system layout shall be 200 psi for 24 hrs tested by the Contractor prior to the installation of ceiling finishes/materials.
- 9.10 Pendent heads provided in areas w/ ceiling and upright for open ceiling.
- 9.11 All installations shall be provided with adequate standard hangers.
- 9.12 All works shall conform to building construction guidelines.
- 9.13 All installation shall be done only by building accredited Contractor to ensure warranty of works. Drain Fee by General Contractor.
- 9.14 Verify exact location of existing sprinkler heads. Relocate to locations indicated in the layout.
- 9.15 All sprinkler pipes shall be painted with red paint.

10.0 ELECTRICAL WORKS

- 10.1 All works shall be in accordance with the governing codes and regulations of the latest edition of the Philippine Electrical Code, with the rules and regulations of the National and Local Authorities concerned in enforcement of electrical laws and ordinance and with the rules and regulation of the utility companies concerned.
- 10.2 Contractor shall furnish all labor, equipment and materials as may be approved by the SEC or his/her representative and shall perform all operations with electrical system shown in the drawings, their test and inspection complete in accordance with specifications and drawings and subject to terms and conditions of the contract and materials not specifically mentioned to bring the electrical system to operating condition and ready for use by the SEC.
- 10.3 Electrical works shall be under the full supervision of a duly licensed and registered electrical engineer. Failure to do so shall mean non-compliance to the said contract.
- 10.4 Submit and secure approval of the Architect/Engineer or by duly authorized representative of the SEC before procurement, fabrication or delivery or installation of items to the jobsite. Submittal shall include the sample, manufacturer's name, trade name, place of manufacture, catalog model or number, nameplate data, size, layout dimensions, ratings and capacity.
- 10.5 Electrical materials shall be as specified herein or electrical drawing details as shown in the plans.



- 10.6 Method of wiring shall be as follows; or unless otherwise specified in drawing.
- 10.6.1 For embedded in concrete. Use IMC schedule 40 conduit.
 - 10.6.2 For not embedded in concrete. Use EMT for conduits not larger than 25mm diameter. Use IMC with a size larger than 25mm diameter.
 - 10.6.3 Minimum size of wire shall be 3.5mm² THHN/THWN-2. (AWG No. 12 stranded) unless otherwise specified in the drawing.
 - 10.6.4 No conduits shall be used in any system smaller than 20mm diameter, electric trade size, Location and sizes of pull boxes shall be cleared to the Engineer prior to fabrication and installation.
 - 10.6.5 EMT conduit fitting shall be compression type.
- 10.7 The lighting system shall be complete in every aspect, all as indicated on the plans as specified. All wiring shall be installed in PVC schedule 40 of specified brand or as indicated in the plans and in general shall be concealed in the structure. Mounting heights of devices shall be as detailed on the plans or as follows:
- 10.7.1 Local switches: 1370mm from center of device to floor finish line.
 - 10.7.2 Convenience Outlets: 300mm above floor or 150mm above counters, or as shown in Architectural details.
- 10.8 All lighting fixtures will be retained and replacement of existing lights to LED only. All lighting fixtures for relocation / movement must be patterned to location indicated in plan.
- 10.9 Other items not mentioned in the specifications but are included in the installation shall be subject to review & approval of the SEC.
- 10.10 Field testing and commissioning of electrical systems;
- 10.10.1 The testing and commissioning required by this specification shall be the responsibility of the Contractor. These requirements reflect only the minimum standards and procedures to be followed before electrical facilities to be turned over to or as being mechanically complete. It shall be the responsibility of the Contractor to make any additional test or commissioning checks necessary to provide a safe, reliable and functionally sound electrical installation.
 - 10.10.2 Details and the procedures for testing and commissioning, including applicable tables and forms for recording results shall be developed by the Contractor and provide a copy to be submitted to the SEC for documentation.



- 10.10.3 The SEC shall witness all the tests and shall be notified seven (7) working days in advance of the tests.
- 10.10.4 Prior to electrical testing, the Contractor shall take all the necessary safety precautions such as issuing notices of intended testing, to ensure that safety procedures are followed. In addition to the above, the person in charge of the testing shall be completely familiar with the vendor or the supplier's instructions.
- 10.10.5 Equipment or material that fails due to improper installation or handling shall be replaced. Replacement equipment or material shall be new and identical to the replaced equipment. No additional cable splices shall be allowed.
- 10.10.6 During construction, Contractor shall perform periodic cleanup of indoor electrical equipment within the building. Periodic cleanup shall include dusting and vacuuming of electrical equipment. As part of the commissioning responsibility, Contractor shall thoroughly clean the areas including dusting and vacuuming equipment enclosures on both outside and inside, to ensure the equipment is completely free of dust or other contaminants that will affect the performance and reliability.
- 10.10.7 Check cable sizes against applicable drawings and check for proper color coding for compliance with job specifications.
- 10.10.8 Before being connected to equipment, installed wire and cable having all splices, potheads, stress cones, and metallic insulation shielding complete shall be checked.
- 10.10.9 Following inspections and tests shall be performed when all lighting system is completed;
 - 10.10.9.1 Check lighting and lighting circuits to determine if all are operable.
 - 10.10.9.2 Check that emergency lighting circuits to determine if all are complete and operable by de-energizing the normal circuits and observing emergency lighting. The instant restart of all applicable lighting fixtures shall be tested to ensure proper operation.
 - 10.10.9.3 A functional check of the lighting receptacle system shall be made. This check shall include polarity and ground continuity tests of receptacle circuits.
- 10.10.10 Test Report Forms shall be submitted by the Contractor for review/approval.



11.0 SPECIALTIES

11.1 Vertical Blinds

- 11.1.1 Supply and Installation at all Commissioner's Offices.
- 11.1.2 The fabric which shall be manufactured from woven polyester/polyester coated fiberglass. The slats shall be able to be easily detached from the slat traveler and the stack shall be easily unclipped to traverse across the track.
- 11.1.3 Slat Width: 100mm. Color: Beige
- 11.1.4 Track: Shall be extruded aluminum alloy 45mm deep x 25mm high x 1.1mm thick
- 11.1.5 Slat Finishing: Bottom slats shall have weight chains/chainless weights/sealed pockets.
- 11.1.6 Slat Hooks: Slat hooks shall be removable, without the need to disassemble the track.
- 11.1.7 Control System: Wand tilt and draw.
- 11.1.8 The Contractor shall seek approval from the SEC prior to ordering.

11.2 Roll-Up Blinds

- 11.2.1 Supply and Installation at all Existing Bay Windows
- 11.2.2 Fabric
 - 11.2.2.1 Weighted Composition: 70% PVC and 30% Polyester
 - 11.2.2.2 Color: Beige
 - 11.2.2.3 Openness Factor: 3% to 5%
- 11.2.3 Mounting Bracket: Mounting hardware brackets, universal brackets including end plug bracket shall come with lock down retainer device. Metal brackets provided should come in powder coated finish.
- 11.2.4 Fabric Mounting: Fabric is mounted and locked on the tube and Bottom Bar using a high quality 7mm Poly Propylene Locking Tape with double-sided Tape for full integration of fabric and to provide maximum resistance to tube deflection.
- 11.2.5 Wall / Ceiling Bracket: This is made up of carbon Steel, DIN Standard Steel, Thickness: 1.0mm, Powder Coating Thickness: 0.15mm to 0.20mm. This provides near invisible fixing of the cassette.
- 11.2.6 Roller Tube: Shall be of High Strength Aluminum alloy Extruded grooved tube having outer diameter 38mm & thickness 1.25mm.
- 11.2.7 Roller tube brackets: Spring steel metal brackets powder coated in matching finish to be used on both ends to support the roller system. Brackets can be top or face fixed.
- 11.2.8 Control Unit: Blinds mechanism shall have the control clutch drive unit with engineered heavy duty chain drive pulley operating system consisting of gear clutch housing and locking plug.
- 11.2.9 Operating chain: Blinds set shall be driven by a ball chain pulley and ball chain and can be positioned at the Right hand or Left hand side of the blinds set.

11.3 Sound Proofing

- 11.3.1 Use: 12mm Thick Gypsum Board with Mineral Wool on Hat Channels and Resilient Sound Iso Clip at Wall between Conference Room (CF07) and AHU Room.

C. DURATION OF PROJECT

1. The Contract duration is for a period up to Forty-Five (45) Calendar Days excluding Regular Holidays.

D. CONTRACTOR'S SCHEDULE AND PROGRESS REPORTING

1. Progress Reporting. Throughout the Contract duration, the Contractor shall be responsible for taking detailed and accurate measurements of the actual progress of all aspects of the works.
2. The Contractor shall submit during the entire duration of the contract within one (1) day from the end of the preceding week, a weekly progress report under cover of a transmittal sheet and shall include as a minimum the following:
- a. Construction Progress for the period covered
 - b. Forecast for the next two weeks
 - c. Manpower (Management and Workforce)
 - d. Areas of Concern
 - e. Progress photos (colored copies)

This summary report shall be updated and submitted every Friday of the week.

3. Meetings. Contractor Key Personnel shall meet with SEC's Representative every Monday on a weekly basis to discuss matters related to the project. SEC shall record the minutes of meeting and provide a copy for Contractor's documentation.
4. Kick Off Meeting. Immediately after the Notice to Proceed, a Kick off meeting shall be scheduled between SEC and Contractor. The initial Kick off meeting and recorded Minutes shall form the basis of the Project action plan and set such requirements as Safety and Constructability Reviews. It shall also be used to introduce SEC and Contractor representatives associated with aspects of the work. The objectives of the kick-off meeting are as follows:
- a. Introduction all of SEC and Contractor's Project Management Team, Engineering and Construction team personnel;
 - b. Convey and promote shared commitment of project expectations;
 - c. Review and establish understanding of Project Work Scope;
 - d. Review overall project schedule;
 - e. Establish project meetings requirements and frequency of meetings; and
 - f. Establish reporting requirements and frequency of reports.
5. Minimum Mobilization of Key Personnel
- a. Project Manager: full time from Contract award up to completion of Works, to be mobilized on site during the construction phase; and
 - b. Safety Officer: full time from initiation of site mobilization activities up to provisional acceptance of the works.
6. Testing Work. The testing work will include all tests and checks on:

- a. Testing and commissioning of all mechanical & electrical works
- b. House cleaning of the work area in preparation of hand over to the SEC.

7. Commissioning Punch List.

- a. This shall be established for the purpose of recording all discrepancies, damaged or missing materials, malfunctions, missing documents and any deviation from the design drawings and specifications or normal operating conditions. All punch list items must be cleared from the System List prior to project turn over.

E. CONFLICT IN REFERENCE DOCUMENTS

1. In the case of any conflict between the technical requirement and specifications of this contract and the reference documents, or among the reference documents, the order of precedence is:
 - a. Scope of Work as defined in the Contract Documents / Terms of Reference.
 - b. Specifications
 - c. Construction Drawings
2. The Contractor shall notify any discrepancy found in the documentation to the SEC in writing for clarification. The SEC will respond to such requests in writing.

Section VII. Drawings

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

NOTE:

DUE TO LARGE FILE SIZE, SETS OF PLANS AND DRAWINGS CAN BE VIEWED AND/OR SECURED AT THE PROCUREMENT DIVISION, 7TH FLOOR, SEC HEADQUARTERS, 7907 MAKATI AVENUE, BRGY. BELAIR, MAKATI CITY

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Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

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

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

Daywork Schedule

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

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

Provisional Sums

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

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

Signature Box

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

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

BILL OF QUANTITIES

PROJECT : SUPPLY OF LABOR AND MATERIALS FOR THE PROPOSED RENOVATION OF COMMISSIONERS' FLOOR
 OWNER : SECURITIES AND EXCHANGE COMMISSION
 LOCATION : SEC HEADQUARTERS, 7907 MAKATI AVENUE, BRGY. BEL-AIR, MAKATI CITY 1227

ITEM NO.	DESCRIPTION	QUANTITY		UNIT COST	ESTIMATED DIRECT COST
		NO. OF	UNIT		
		UNITS	MEASURE		
(1)	(2)	(3)	(4)		(5)
1.0	GENERAL REQUIREMENTS				
1.1	Mobilization / Demobilization (1%)	1.00	Lot	P _____	P _____
1.2	Permits, Including Coordination with MACEA and Condo Corp (UBCC)	1.00	Lot	P _____	P _____
1.3	As-built Plans	1.00	Lot	P _____	P _____
1.4	CARI (Comprehensive All Risk Insurance) Premium (1/3%)	1.00	Lot	P _____	P _____
1.5	Health & Safety (1/2%)	1.00	Lot	P _____	P _____
SUBTOTAL					P _____
2.0	SITework				
2.1	Removal				
	2.1.1 Removal of T&B Fixtures	2.00	Lot	P _____	P _____
	2.1.2 Removal of Floor and Wall Finishes at T&B	56.00	Sqm	P _____	P _____
	2.1.3 Dismantling of Existing Glass Panels	33.00	Panels	P _____	P _____
	2.1.4 Dismantling of Existing Glass Doors	11.00	Units	P _____	P _____
	2.1.5 Dismantling of Existing Wood Door and Frame, Baseboards	21.00	Units	P _____	P _____
2.2	Demolition				
	2.2.1 Demolition of Existing Drywall Partitions	121.20	Sqm	P _____	P _____
	2.2.2 Demolition of CHB Wall	6.93	Sqm	P _____	P _____
	2.2.3 Demolition of Ceiling	139.00	Sqm	P _____	P _____
2.3	Chipping Works / Grinding	1.00	Lot	P _____	P _____
2.4	Preparation of Flooring to Receive New Finishes	925.00	Sqm	P _____	P _____
2.5	General Cleaning / Hauling of Debris	1.00	Lot	P _____	P _____
SUBTOTAL					P _____
3.0	MASONRY				
3.1	CHB Wall at T&B Locations (including reinforcement) 125mm thk. Minimum 400 psi	6.72	Sqm	P _____	P _____
SUBTOTAL					P _____
4.0	CARPENTRY				
4.1	Partitions 12mm thk Gypsum Wall Board Partition on Metal Studs with Rockwool Insulation	149.38	Sqm	P _____	P _____
4.2	Ceiling Works				
	4.2.1 12mm Thk Gypsum Wall Board Ceiling on Metal Furring	139.00	Sqm	P _____	P _____
	4.2.2 Ceiling Cove (Inside Perimeter) 12mm MDF Board on Metal Furring	23.54	Lm	P _____	P _____
	4.2.3 Realignment of ACT Ceiling Grid	32.30	Sqm	P _____	P _____
4.3	Architectural Woodworks				
	4.3.1 Pantry Counter 25mm Thk High Pressure Laminate Post-formed	1.98	Lm	P _____	P _____
	4.3.2 Pantry Counter (Refurbish/Retrofit)	10.02	Lm	P _____	P _____
	4.3.3 Base Cabinet (Refurbish/Retrofit)	10.02	Lm	P _____	P _____
	4.3.4 Overhead Cabinet	4.25	Lm	P _____	P _____
	4.2.5 Wardrobe Closet 20mm Thk High Pressure Laminate	2.30	Lm	P _____	P _____
	4.2.6 Lavatory Skirting 20mm Thk High Pressure Laminate	3.00	Lm	P _____	P _____
	4.2.7 Reinstallation of Wood Baseboards	200.00	Lm	P _____	P _____
4.4	Other Item of Work Necessary to Complete the Intent of the Plan and Specifications.				
SUBTOTAL					P _____

5.0	OPENINGS AND GLAZING					
5.1	Aluminum and Glass Door					
	12mm Tempered Glass, Anodized FD 100 (Inclusive of Push/Pull, Door Lock, Door Closer, Hinges and 6 mils security film)					
5.1.1	D-1: 2 - 900mmx2100mm Double Leaf	6.00	Sets	P _____	P _____	
5.1.2	D-2: 900mmx2100mm Single Leaf	8.00	Sets	P _____	P _____	
5.1.3	Installation of Glass Doors From Existing	8.00	Doors	P _____	P _____	
5.2	Wood Door and Jamb					
5.2.1	Installation of Wood Doors and Jamb From Existing	10.00	Sets	P _____	P _____	
5.3	Door Hardware					
5.3.1	Hinges					
	Stainless Steel Invisible Hinges for Concealed Door	1.00	Set	P _____	P _____	
5.4	Glass Partitions					
	12mm Tempered Glass, Anodized FD 100 (Inclusive of Push/Pull, Door Lock, Door Closer, Hinges and 6 mils security film)					
5.4.1	GP-01	1.79	Sqm	P _____	P _____	
5.4.2	GP-02	1.79	Sqm	P _____	P _____	
5.4.3	GP-03 (from Existing) FD 100	17.87	Sqm	P _____	P _____	
5.4.4	GP-04 (from Existing) FD 100	4.20	Sqm	P _____	P _____	
5.4.5	GP-05	9.83	Sqm	P _____	P _____	
5.4.6	GP-06	1.89	Sqm	P _____	P _____	
5.4.7	GP-07	9.35	Sqm	P _____	P _____	
5.4.8	GP-08 (From Existing) FD100	3.78	Sqm	P _____	P _____	
5.4.9	GP-09 (From Existing) FD100	1.89	Sqm	P _____	P _____	
5.4.10	GP-10; GP-09B (From Existing Frameless)	1.22	Sqm	P _____	P _____	
5.4.11	GP-11	9.24	Sqm	P _____	P _____	
5.4.12	GP-12	1.79	Sqm	P _____	P _____	
5.4.13	GP-13	2.35	Sqm	P _____	P _____	
5.4.14	GP-14	1.95	Sqm	P _____	P _____	
5.4.15	GP-15 (from Existing) FD100	10.08	Sqm	P _____	P _____	
5.4.16	GP-16 (From Existing) FD100	1.89	Sqm	P _____	P _____	
5.4.17	GP-17; GP-16B	8.38	Sqm	P _____	P _____	
5.4.18	Installation of Glass Panels from Existing	31.00	Panels	P _____	P _____	
5.5	Shower Enclosure					
5.5.1	12mm Tempered Glass (Inclusive of Handles, Hinges and other Accessories.	2.00	Sets	P _____	P _____	
5.6	6mm Float Glass Mirror Bevelled	2.40	Sqm	P _____	P _____	
5.77	Other Item of Work Necessary to Complete the Intent of the Plan and Specs					
SUBTOTAL				P _____		
6.0	FINISHES					
6.1	Plastering					
6.1.1	Plain Cement Plaster Finish for All New CHB walls	13.44	Sqm	P _____	P _____	
6.2	Painting W0					
6.2.1	Semi-Gloss Latex Paint Finish					
a.	Existing Walls and Columns	900.00	Sqm	P _____	P _____	
b.	New GWB Partitions	298.76	Sqm	P _____	P _____	
c.	New CHB Walls	7.44	Sqm	P _____	P _____	
6.2.2	Flat Latex Paint Finish					
a.	New GWB Ceiling	171.86	Sqm	P _____	P _____	
b.	Existing GWB Ceiling	464.88	Sqm	P _____	P _____	
c.	Existing Acoustic Tiles (Repaint)	403.59	Sqm	P _____	P _____	
6.2.3	Automotive (Duco) Paint Finish					
a.	Wood Doors and Jambs					
	Door Panel	102.06	Sqm	P _____	P _____	

		Door Jamb	82.62	Sqm	P _____	P _____
	b.	Baseboard	412.50	Lm	P _____	P _____
6.3	Wall Finishes					
	6.3.1	W2 Homogeneous Tile 600mm x 600mm	50.00	Sqm	P _____	P _____
		For Commissioner's Office 151 sqm				
6.4	Floor Finishes					
	6.4.1	EX Existing Floor Finish	512.22	Sqm	P _____	P _____
		Clean to "Like-New"				
	6.4.2	FF-01 Luxury Vinyl Tiles 500mm x 500mm	361.38			
	6.4.3	FF-03 Carpet Tile 500mm x 500mm	152.95	Sqm	P _____	P _____
		All Areas Except Indicated				
	6.4.4	FF-04 Homogenous Tile 600mm x 600mm (Mariwasa)	13.78	Sqm	P _____	P _____
		T&Bs CF06 and CF13				
6.5	Transition Strips					
	6.5.1	Existing to CPT	12.00	Lm	P _____	P _____
	6.5.2	CPT to LVT	14.00			
	6.5.3	CPT to T&B Threshold	8.00	Lm	P _____	P _____
6.6	Other Item of Work Necessary to Complete the Intent of the Plan and Specs					
SUBTOTAL						P _____
7.0	PLUMBING					
7.1	Water Line System Inclusive of Fittings & Accessories					
	7.1.1	20mm Diameter PPR Pipe PN20	3.00	Pcs	P _____	P _____
	7.1.2	Fittings and Accessories	2.00	Lot	P _____	P _____
7.2	Waste & Vent Line System Inclusive of Fittings and Accessories					
	7.2.1	50mm Diameter PVC Pipe Sch. 40	2.00	Pcs	P _____	P _____
	7.2.2	Fittings and Accessories	1.00	Lot	P _____	P _____
7.3	Plumbing Fixtures					
	7.3.1	Package (WC, Lavatory, Faucet, Tissue Holder, Soap Holder, and Accessories)	2.00	Sets	P _____	P _____
	7.3.2	Shower Assembly with Heater	2.00	Set	P _____	P _____
	7.3.3	Bidet	2.00	Pcs	P _____	P _____
	7.3.4	Stainless Steel Single Tub Kitchen Sink	-	Sets	P _____	P _____
		Inclusive of Ledge Type Faucet and all required fittings				
	7.3.4	Floor Drain	4.00	Pcs	P _____	P _____
	7.3.5	Floor Clean Out	4.00	Pcs	P _____	P _____
7.4	Waterproofing (up to 300mm above Floor)					
	7.4.1	Cementitious Water Proofing	20.61	Sqm	P _____	P _____
7.5	Other Item of Work Necessary to Complete the Intent of the Plan and Specs					
SUBTOTAL						P _____
8.0	MECHANICAL					
8.1	Ductwork					
	8.1.1	GI Sheet #20	90.00	Sht	P _____	P _____
	8.1.2	Flexible Duct 200mm Diameter	20.00	Box	P _____	P _____
	8.1.3	Continuous Rod 3/8"	40.00	Pcs	P _____	P _____
	8.1.4	Insulation Foam 1/2" Thk	50.00	Lm	P _____	P _____
	8.1.5	Duct Tape 3"	1.00	Boxes	P _____	P _____
	8.1.6	Bolt & Nut Washer	100.00	Sets	P _____	P _____
	8.1.7	Sealant 4 Liters	3.00	Cans	P _____	P _____
8.2	Diffusers and Fans					
	8.2.1	2-Slot Diffuser for Supply	42.00	Pcs	P _____	P _____
	8.2.2	2-Slot Diffuser for Return	26.00	Pcs	P _____	P _____
	8.2.3	Exhaust Fan 300mmx300mm	4.00	Pcs	P _____	P _____
8.3	Accessories					

	8.3.1	Contact Cement	2.00	Ltr	P _____	P _____
	8.3.2	Angle Bar 2"x2"x1/8"	5.00	Pcs	P _____	P _____
	8.3.3	Plastic Scrap	5.00	Rolls	P _____	P _____
	8.3.4	Drill Bit 5/32"	10.00	Pcs	P _____	P _____
	8.3.5	Blind Rivets 5/32"	1.00	Boxes	P _____	P _____
	8.3.6	Drill Bit 3/8"	5.00	Pcs	P _____	P _____
	8.3.7	Expansion Bolt 3/8"	1.00	Boxes	P _____	P _____
	8.4	Dismantling of Existing Diffusers and Ducts	1.00	Lot	P _____	P _____
	8.5	Other Item of Work Necessary to Complete the Intent of the Plan and Specs				
					SUB TOTAL	P _____
	9.0	FIRE PROTECTION				
	9.1	Sprinkler Heads - Installation and Testing of New and Relocated Sprinkler Heads (Inclusive of Pipes, Fittings, Hangers and other Accessories)				
	9.1.1	Pendent Type (Ordinary Rating) New	18.00	Sets	P _____	P _____
	9.1.2	Pendent Type (Ordinary Rating) Relocated	6.00	Sets	P _____	P _____
	9.2	Other Item of Work Necessary to Complete the Intent of the Plan and Specs				
					SUB TOTAL	P _____
	10.0	ELECTRICAL				
	10.1	Roughing-Ins (All necessary fittings, boxes, pull boxes, wire gutter, supports and other accessories are already included from straight pipes) - In Place				
	10.1.1	Conduits				
	a.	15mmØ IMC	25.00	Pcs	P _____	P _____
	10.1.2	Corrugated Sleeves	200.00	Lm	P _____	P _____
	10.2	Wires & Cables (including connectors, tapes, etc) - In Place				
	10.2.1	3.5mm2 THWN	7620.61	Lm	P _____	P _____
	10.3	Lighting Fixtures & Wiring Devices (including necessary supports, boxes & dropped flexible metal conduit) - In Place				
	10.3.1	LED Recessed Downlight 850lm 10W	201.00	Pcs	P _____	P _____
	10.3.2	LED Emergency Light 2x3W	5.00	Pcs	P _____	P _____
	10.3.3	LED Exit Light	5.00	Pcs	P _____	P _____
	10.4	Electrical Devices- In Place				
	10.4.1	1-Way Switch 1-Gang	6.00	Pcs	P _____	P _____
	10.4.2	1-Way Switch 2-Gang	4.00	Pcs	P _____	P _____
	10.4.3	1-Way Switch 3-Gang	6.00	Pcs	P _____	P _____
	10.4.4	3-Way Switch	7.00	Pcs	P _____	P _____
	10.4.5	Convenience Outlet 2-Gang	43.00	Pcs	P _____	P _____
	10.4.6	Work Station Outlet	15.00	Pcs	P _____	P _____
	10.4.7	Floor Outlet	7.00	Pcs	P _____	P _____
	10.4.8	Ground Floor Circuit Interruptor	2.00	Pcs	P _____	P _____
	10.4.9	Smoke Detectors Addressable Photo Electric	7.00	Pcs	P _____	P _____
	10.5	Panelboards - In Place				
	10.5.1	QOB 20A 2P	24.00	Pcs	P _____	P _____
					SUB TOTAL	P _____
	11.0	SPECIALTIES				
	11.1	Vertical Blinds - Commissioner's Offices				
	11.1.1	2400mm Height, Inclusive of Mechanism and Accessories	49.43	Sqm	P _____	P _____
	11.2	Roll-up Blinds - Building Windows				
	11.2.1	2400mm Height, Inclusive of Mechanism and Accessories	27.00	Units	P _____	P _____
		No Blinds at T&B Locations				
	11.3	Sound Proofing at AHU Room				
	11.3.1	Wall Noise Management - 12mm Thk Gypsum Wall Board with Mineral Wool on Hat Channels and Resilient Sound Iso Clips	31.58	Sqm	P _____	P _____
					SUB TOTAL	P _____

13.0	SUMMARY					
	1.0	GENERAL REQUIREMENTS				P _____
	2.0	SITWORK				P _____
	3.0	MASONRY				P _____
	4.0	CARPENTRY				P _____
	5.0	OPENINGS AND GLAZING				P _____
	6.0	FINISHES				P _____
	7.0	PLUMBING				P _____
	8.0	MECHANICAL				P _____
	9.0	FIRE PROTECTION				P _____
	10.0	ELECTRICAL				P _____
	11.0	SPECIALTIES				P _____
			TOTAL DIRECT COST			P _____
				LESS ITEM 1.0		P _____
				SUBTOTAL		P _____
		APPLIED TO TOTAL DIRECT COST LESS ITEM 1.0	A.	OCM	15%	P _____
		APPLIED TO TOTAL DIRECT COST LESS ITEM 1.0	B.	PROFIT	10%	P _____
		APPLIED TO TOTAL DIRECT COST	C.	VAT	12%	P _____
		ITEM A + B + C	TOTAL M.U. AND VAT			P _____
		TOTAL DIRECT COST PLUS MARK-UP AND VAT	TOTAL OVERALL COST			P _____
AMOUNT IN WORDS:						

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class "A" Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or
<u>Technical Documents</u>	
<input type="checkbox"/>	(b) 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;
<input type="checkbox"/>	(c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;
<input type="checkbox"/>	(d) 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;
<input type="checkbox"/>	(e) 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;
<input type="checkbox"/>	(f) Project Requirements, which shall include the following:
<input type="checkbox"/>	a. Organizational chart for the contract to be bid;
<input type="checkbox"/>	b. List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
<input type="checkbox"/>	c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be;
<input type="checkbox"/>	d. Construction Schedule;
<input type="checkbox"/>	e. S-Curve;
<input type="checkbox"/>	f. PERT-CPM;
<input type="checkbox"/>	g. Manpower Schedule;
<input type="checkbox"/>	h. Construction Methodology in Narrative Form;
<input type="checkbox"/>	(g) 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.

<i>Financial Documents</i>	
<input type="checkbox"/>	(h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
<i>Class "B" Documents</i>	
<input type="checkbox"/>	(i) 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.
II. FINANCIAL COMPONENT ENVELOPE	
<input type="checkbox"/>	(j) Original of duly signed and accomplished Financial Bid Form; and
<i>Other documentary requirements under RA No. 9184</i>	
<input type="checkbox"/>	(k) Original of duly signed Bid Prices in the Bill of Quantities; and
<input type="checkbox"/>	(l) 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
<input type="checkbox"/>	(m) Monthly Cash Flow

SAMPLE FORMS

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BID FORM

Date : _____

Project Identification No. : SEC-PB-2022-37

**To: Securities and Exchange Commission
SEC Headquarters
7907 Makati Avenue, Salcedo Village,
Brgy. Belair, Makati City**

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:

PROJECT Description	Approved Budget for the Contract, inclusive of all applicable taxes and other charges	Total Bid Price, inclusive of all applicable taxes and other charges
Supply of Labor and Materials for the Proposed Renovation of Commissioners' Floor	Php 6,800,000.00	Php _____
Amount in words: _____		

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;

- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Contract Agreement Form

Omnibus Sworn Statement (Revised)

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

A F F I D A V I T

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government**

of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION Invitation to Bid: *[Insert Reference number]*

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

I/We², the undersigned, declare that:

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

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

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Statement of all Ongoing Contracts including Awarded but not yet Started Government & Private Contracts, whether similar or not similar in nature and complexity to the contract to be bid

Name of Contract (Project Title and Name of Entity)	Date of contract	Contract duration	Owner's name and address	kind of Goods	Amount of contract	Value of outstanding works	Date of Delivery <i>(Date of Delivery shall refer to the expected date the project shall be fully completed/delivered or paid)</i>

Note:

1. *Current/on-going extended contracts should be included in the list*
2. *On-going extended contracts should be included in the list.*

Instructions:

- a) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- b) The total amount of the ongoing and awarded but not yet started contract should be consistent with those used in the Net Financing Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility documents

Submitted by:

Company Name: _____

Authorized Representative: _____

(Signature over printed name)

Designation: _____

Date: _____

Statement of Single Largest Completed Contract similar to the contract to be bid within the five (5) years period

This is to certify that the project named below is the Single Largest Completed Contract similar to the contract to be bid, within the five (5) years period

Name of Contract (Project Title and Name of Entity)	Date of contract	Contract duration	Owner's name and address	Kind of Goods	Amount of completed contracts, adjusted by the bidder to current prices using PSA's consumer price index, if necessary	Date of Delivery <i>(Date of Delivery shall refer to the date the project was fully delivered, completed or paid)</i>

Note: Bidder shall attach the following:

1. Photocopy of approved Contract or Purchase Order/Work Order
2. End-user's Certificate of Completion or Acceptance from bidder's client or Official Receipt issued for the contract covering the full amount of the contract

Submitted by:

Company Name: _____

Authorized Representative: _____

(Signature over printed name)

Designation: _____

Date: _____

**AUTHORITY OF SIGNATORY
(For Corporation)**

I, (Name of Corporate Secretary), of legal age, Filipino, with business address at _____, after being duly sworn to in accordance with law do hereby depose and state:

That I am the duly elected Corporate Secretary of (Name of Corporation), a corporation duly organized and existing under and by virtue of applicable Philippine laws:

That at the special meeting of the Board of Directors of the said corporation, duly called and held at the principal office on (Date of Meeting) at which a quorum was presented and voting throughout the following resolution was unanimously approved to wit:

“RESOLVED, any of the following whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as attachment, is/are authorized to sign in behalf of the Corporation, to submit documents and represent solely for the purpose of complying with the (Name of Project).

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS

IN WITNESS WHEREOF, I have hereunto affix my signature this ____ day of _____ at _____.

PRINTED NAME/SIGNATURE
CORPORATE SECRETARY

SUBSCRIBED AND SWORN TO before me in the City of _____ this ____ day of _____ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

NOTARY PUBLIC

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

**AUTHORITY OF SIGNATORY
(For Sole Proprietor/Partnership)**

I, (Name Owner/Managing Partner), of legal age, [civil status], Filipino, and residing at [address of affiant], after having been duly sworn in accordance with law do hereby depose and state that:

1. I am the Sole Proprietor/Managing Partner of [Name of Bidder], with office address at [Address of Bidder];
2. As the Sole Proprietor/Managing Partner of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];
3. As the Sole Proprietor/Managing Partner of [Name of Bidder], I authorized [Name of Representative] whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as clearly shown attachment, is authorized to sign in behalf of the [Name of Bidder], to submit documents and represent solely for the purpose of complying with the bidding of [Name of Project]

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS

IN WITNESS WHEREOF, I have hereunto affix my signature this ____ day of _____ at _____.

PRINTED NAME/SIGNATURE

SUBSCRIBED AND SWORN TO before me in the City of _____ this ____ day of _____ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____

Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

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

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

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

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

for:
[Insert Procuring Entity]

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

for:
[Insert Name of Supplier]

Acknowledgment

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