



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF JUSTICE  
**OFFICE OF THE GOVERNMENT CORPORATE COUNSEL**  
3<sup>rd</sup> Floor MWSS Administration Building, Katipunan Avenue  
Balara, Quezon City  
Phone: +63(2)-7587-9803  
Mobile: +63(917)-873-5522  
<https://ogcc.gov.ph/>  
[records@ogcc.gov.ph](mailto:records@ogcc.gov.ph)

# **BIDDING DOCUMENTS**

## **RENOVATION AND FIT-OUT OF THE GOVERNMENT CORPORATE COUNSEL'S (GCC) OFFICE OF THE OFFICE OF THE GOVERNMENT CORPORATE OFFICE COUNSEL (OGCC) WITH SUPPLY, DELIVERY AND INSTALLATION OF OFFICE EQUIPMENT, FURNITURE AND FIXTURES (SECOND BIDDING)**

**Project Identification No. OGCC2024-Infra-001**  
**September 2024**

# Preface

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

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

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

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

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- 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.

# TABLE OF CONTENTS

<b><i>GLOSSARY OF TERMS, ABBREVIATIONS, AND ACRONYMS</i></b> .....	<b>5</b>
<b><i>SECTION I. INVITATION TO BID</i></b> .....	<b>7</b>
<b><i>SECTION II. INSTRUCTIONS TO BIDDERS</i></b> .....	<b>10</b>
Instructions To Bidders .....	11
1. Scope of Bid .....	11
2. Funding Information .....	11
3. Bidding Requirements .....	11
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices .....	11
5. Eligible Bidders .....	11
6. Origin of Associated Goods .....	12
7. Subcontracts .....	12
8. Pre-Bid Conference .....	12
9. Clarification and Amendment of Bidding Documents .....	12
10. Documents Comprising the Bid: Eligibility and Technical Components .....	13
11. Documents Comprising the Bid: Financial Component .....	13
12. Alternative Bids .....	13
13. Bid Prices .....	13
14. Bid and Payment Currencies .....	14
15. Bid Security .....	14
16. Sealing and Marking of Bids .....	14
17. Deadline for Submission of Bids .....	14
18. Opening and Preliminary Examination of Bids .....	14
19. Detailed Evaluation and Comparison of Bids .....	15
20. Post Qualification .....	15
21. Signing of the Contract .....	15
<b><i>SECTION III. BID DATA SHEET</i></b> .....	<b>16</b>
<b><i>SECTION IV. GENERAL CONDITIONS OF CONTRACT</i></b> .....	<b>21</b>
General Conditions of Contract .....	22
1. Scope of Contract .....	22
2. Sectional Completion of Works .....	22
3. Possession of Site .....	22
4. The Contractor's Obligations .....	22

5. Performance Security.....	23
6. Site Investigation Reports.....	23
7. Warranty .....	23
8. Liability of the Contractor .....	23
9. Termination for Other Causes .....	23
10. Dayworks .....	23
11. Program of Work .....	24
12. Instructions, Inspections and Audits.....	24
13. Advance Payment .....	24
14. Progress Payments .....	24
15. Operating and Maintenance Manuals .....	24
<b>SECTION V. SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>25</b>
If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. ....	26
Any and all disputes arising from the implementation of this Contract covered by RA 9184 and its RIRR shall be submitted to arbitration before the Construction Industry Arbitration Commission (CIAC). <i>Provided, further, that, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.</i> .....	26
<b>SECTION VI. SPECIFICATIONS .....</b>	<b>27</b>
<b>SECTION VII. DRAWINGS.....</b>	<b>28</b>
<b>SECTION VIII. BILL OF QUANTITIES .....</b>	<b>29</b>
<b>SECTION IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS .....</b>	<b>30</b>
<b>SECTION X. BIDDING FORMS TO BE SUBMITTED .....</b>	<b>33</b>

## ***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.





Republic of the Philippines  
Department of Justice  
**OFFICE OF THE GOVERNMENT CORPORATE COUNSEL**  
Third Floor MWSS Administration Bldg., Katipunan Road  
Balara, Quezon City  
Contact Nos. (02) 7622 5119 / 0917 874 4396  
<https://ogcc.gov.ph/>  
[records@ogcc.gov.ph](mailto:records@ogcc.gov.ph)

**Invitation to Bid for “RENOVATION AND FIT-OUT OF THE  
GOVERNMENT CORPORATE COUNSEL’S (GCC) OFFICE OF THE  
OFFICE OF THE GOVERNMENT CORPORATE COUNSEL (OGCC)  
WITH SUPPLY, DELIVERY AND INSTALLATION OF OFFICE  
EQUIPMENT, FURNITURE AND FIXTURES”**

1. The **Office of the Government Corporate Counsel (OGCC)**, through the **2023 General Appropriations Act (GAA)** intends to apply the sum of **Four Million Two Hundred Thousand Pesos (PhP4,200,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for Project Identification No. OGCC2024-Infra-001. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **OGCC** now invites bids for the above Procurement Project. **Period for the completion of the works is stated in Item 2 of the Special Conditions of the Contract (SCC).** Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from the **OGCC Bids and Awards Committee (BAC) Secretariat** and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested bidders from OGCC BAC Secretariat starting **7 October 2024** from the given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **five thousand pesos (PhP5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means. *Fees for the bidding documents shall be waived for prospective bidders who purchased the bidding documents during the first bidding but did not submit their bidding documents, subject to the submission of proof of payment.*
6. The OGCC will hold a **Pre-Bid Conference on 15 October 2024, 1:00 p.m.** at **OGCC Conference Room, 3<sup>rd</sup> Floor MWSS Building, Katipunan Road, Balara, Quezon City** and/or through **zoom** which shall be open to prospective bidders.

Prospective Bidders who intend to attend the Pre-Bid Conference via **Zoom** must **submit a letter addressed to the BAC Secretariat at least three (3) cd from the schedule of Pre-Bid Conference.**

Relatedly, Prospective Bidders shall be allowed to conduct **SITE INSPECTION** after the conduct of the Pre-Bid Conference subject to submission of **letter of intent to**

**conduct site inspection** at least 3 working days before the intended schedule. **Site inspection shall be allowed only from Monday to Friday between 10:00a.m. to 3:00p.m. subject to approval of the End-User Unit.**

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **28 October 2024, 1:00 p.m.** **Late bids shall not be accepted.**
- 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 15.**
- 9. The **Opening of Bids** shall be on **28 October 2024, 1:30 p.m.** at the given address below. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
- 10. The **OGCC** 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.
- 11. For further information, please refer to:

**Schedule of bidding activities:**

ACTIVITIES	SCHEDULE
Issuance of Bidding Documents/ Posting of Invitation to Bid at the OGCC and PhilGEPS website, bulletin boards within the premises of the OGCC	<b>7 October 2024</b>
Pre-Bid Conference OGCC Conference Room/Zoom <i>*Please check for any Bid Bulletins in case of rescheduling due to conflict of schedule or lack of quorum or conducting the same through video conferencing</i>	<b>15 October 2024, 1:00 p.m.</b>
Deadline of Submission of Bids <i>*Through Manual Submission at the drop box secured by the BAC Secretariat</i>	<b>28 October 2024, 1:00 p.m.</b>
Opening of Bids <i>*OGCC Conference Room, 3<sup>rd</sup> Floor MWSS Building, Katipunan Road, Balara, Quezon City</i>	<b>28 October 2024, 1:30 p.m.</b>

For any clarification and requests to attend the Pre-Bid via Zoom shall be addressed to:

**Diane Camilla R. Borja**  
*BAC Secretariat*  
Office of the Government Corporate Counsel  
**bacsec@ogcc.gov.ph**  
Telephone Number: (02) 7622 5119

- 12. You may visit the following websites:  
For downloading of Bidding Documents: **<https://ogcc.gov.ph/>**

Sgd.  
**KATHRINA MARIA A. REYES**  
*Assistant Government Corporate Counsel*  
*OGCC – BAC Chairperson*

*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.

# Instructions To Bidders

## 1. Scope of Bid

The Procuring Entity, **OGCC** invites Bids for the “**Renovation and Fit-Out of the Government Corporate Counsel’s (GCC) Office of the Office of Government Corporate Counsel (OGCC) with Supply, Delivery and Installation of Office Equipment, Furniture and Fixtures**”, with Project Identification Number *[indicate number]*.

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 for **FY 2023 GAA** in the amount of **Four Million Two Hundred Thousand Pesos (PhP4,200,000.00)**.

2.2. The source of funding is the **2023 GAA**.

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

## 6. Origin of Associated Goods

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

## 7. Subcontracts

- 7.1 The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.
  - a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
- 7.2 **Subcontracting is allowed during the contract implementation stage.** 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.
- 7.3 Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 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 and/or through zoom as indicated in paragraph 6 of the **ITB**.

## 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 **ITB**, 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. Documents Comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **ITB** 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:*

- a. Philippine Pesos.

## 15. Bid Security

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

15.2. The Bid and bid security shall be **valid 120 days after opening of bids**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 16. Sealing and Marking of Bids

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

The Procuring Entity may request additional hard copies 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 or through online submission as indicated in paragraph 7 of the **ITB**.

## 18. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **ITB**. 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	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <ul style="list-style-type: none"><li>• <i>Renovation/Fit-out/Construction of Government Offices with or without Supply and Delivery of Office Equipment, Furniture and Fixtures.</i></li><li>• <i>Completed within three (3) years prior to the deadline for the submission and receipt of bids.</i></li></ul>																
7.1	<p>The significant/material component of the project is the renovation/fit-out of the Office of the GCC. Hence, subcontracting is allowed for the Supply, Delivery and Installation of Office Equipment, Furniture and Fixtures. The portions of the Project and the maximum percentage allowed to be subcontracted are as follows:</p> <ul style="list-style-type: none"><li>• <i>100% of Supply and Delivery Office Equipment, Furniture and Fixtures.</i></li></ul> <p>Subcontracting is allowed during contract implementation stage. The Contractor may identify its subcontractor during the contract implementation stage who must submit the documentary requirements under Section 23.1 of the 2016 RIRR. The implementing or end-user unit shall determine whether the subcontractor complies with the eligibility criteria and documentary requirements and secure the approval of the HOPE.</p> <p>Subcontractors should pass the eligibility requirements. If they are determined to be ineligible, subcontracting of such portion of the works shall be disallowed.</p>																
10.3	<b>PCAB License Category C &amp; D, Size Range Small B</b>																
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table><tr><th>Key Personnel</th><th>Minimum Requirement</th><th>Relevant Experience</th></tr><tr><td><b>Project-in-Charge</b></td><td>Bachelor of Science in Civil Engineer  Fit out and Construction Works</td><td rowspan="5">Three (3) years</td></tr><tr><td><b>Foreman</b></td><td>Fit out and Construction Works</td></tr><tr><td><b>Leadman</b></td><td>Fit out and Construction Works</td></tr><tr><td><b>Welder</b></td><td>Fit out and Construction Works and National Certification Level II</td></tr><tr><td><b>Plumber</b></td><td>Fit out and Construction Works and National Certification Level II</td></tr></table>			Key Personnel	Minimum Requirement	Relevant Experience	<b>Project-in-Charge</b>	Bachelor of Science in Civil Engineer  Fit out and Construction Works	Three (3) years	<b>Foreman</b>	Fit out and Construction Works	<b>Leadman</b>	Fit out and Construction Works	<b>Welder</b>	Fit out and Construction Works and National Certification Level II	<b>Plumber</b>	Fit out and Construction Works and National Certification Level II
Key Personnel	Minimum Requirement	Relevant Experience															
<b>Project-in-Charge</b>	Bachelor of Science in Civil Engineer  Fit out and Construction Works	Three (3) years															
<b>Foreman</b>	Fit out and Construction Works																
<b>Leadman</b>	Fit out and Construction Works																
<b>Welder</b>	Fit out and Construction Works and National Certification Level II																
<b>Plumber</b>	Fit out and Construction Works and National Certification Level II																

	<b>Electrician</b>	Fit out and Construction Works and National Certification Level II	
	<b>Painter</b>	Fit out and Construction Works	
	<b>Mason</b>	Fit out and Construction Works	
	<b>Tile Setter</b>	Fit out and Construction Works	
	<b>Safety Officer</b>	Fit out and Construction Works, National Certification Level II and Construction Occupational and Health (COSH) Certificate	
	<b>Laborer</b>	Fit out and Construction Works	
10.5	The Contractor must have a line-up of equipment necessary whether leased or owned to finish the project.  The Contractor must submit his/her list of equipment units to be used for the project, categorized into owned, leased and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project.		
12	No further instructions.		
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than <i><b>Eighty-Four Thousand Pesos (PhP84,000.00)</b></i> [(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 <i><b>Two Hundred Ten Thousand Pesos (PhP210,000.00)</b></i> [(5%) of ABC] if bid security is in Surety Bond.		
16	<b>Instructions regarding indexing of Eligibility and Technical Components:</b>  Each bidder shall submit <b>three (3) copies</b> of the Technical and Financial components of its bid: <b>one (1) certified true copy of the original documents</b> and <b>two (2) photocopies thereof</b> .  The Bidders shall enclose the <b>Technical Components</b> (eligibility and technical documents) in one sealed envelope and the <b>Financial Component</b> in another sealed envelope with the following markings on each of the two envelopes:		

**TECHNICAL COMPONENT**

Bid for the

***Renovation and Fit-Out of the Government Corporate Counsel's (GCC) Office of the Office of the Government Corporate Counsel (OGCC) with Supply, Delivery and Installation of Office Equipment, Furniture and Fixtures***

[COMPANT NAME]  
[COMPANY ADDRESS]  
[CONTACT DETAILS]

AGCC Kathrina Maria A. Reyes  
*BAC Chairperson*

DO NOT OPEN BEFORE 28 October 2024, 1:30p.m.

*Please check one:*

- ☐ Original – Technical Component
- ☐ Copy No. 1 – Technical Component
- ☐ Copy No. 2 – Technical Component

**FINANCIAL COMPONENT**

Bid for the

***Renovation and Fit-Out of the Government Corporate Counsel's (GCC) Office of the Office of the Government Corporate Counsel (OGCC) with Supply, Delivery and Installation of Office Equipment, Furniture and Fixtures***

[COMPANT NAME]  
[COMPANY ADDRESS]  
[CONTACT DETAILS]

AGCC Kathrina Maria A. Reyes  
*BAC Chairperson*

DO NOT OPEN BEFORE 28 October 2024, 1:30p.m.

*Please check one:*

- ☐ Original – Financial Component
- ☐ Copy No. 1 – Financial Component
- ☐ Copy No. 2 – Financial Component

***Note: The two (2) abovementioned envelopes shall be enclosed and sealed in one (1) single envelope containing the following marking:***

	<p style="text-align: center;">Bid for the</p> <p style="text-align: center;"><b><i>Renovation and Fit-Out of the Government Corporate Counsel's (GCC) Office of the Office of the Government Corporate Counsel (OGCC) with Supply, Delivery and Installation of Office Equipment, Furniture and Fixtures</i></b></p> <p style="text-align: center;">[COMPANT NAME] [COMPANY ADDRESS] [CONTACT DETAILS]</p> <p style="text-align: center;">AGCC Kathrina Maria A. Reyes <i>BAC Chairperson</i></p> <p style="text-align: center;">DO NOT OPEN BEFORE 28 October 2024, 1:30p.m.</p> <p><i>Please check one:</i></p> <ul style="list-style-type: none"> <li><input type="radio"/> Original</li> <li><input type="radio"/> Copy No. 1</li> <li><input type="radio"/> Copy No. 2</li> </ul>
19.2	Partial bids are not allowed.
20	<p>Within a <b>non-extendible period of five (5) cd</b> from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit the following documents:</p> <ol style="list-style-type: none"> <li>1. <b>Certificate of Site Inspection</b> (<i>shall be issued by the representative of OGCC</i>);</li> <li>2. <b>Latest Income Tax Return and Business Tax Return</b> with proof of payment filed and paid through BIR Electronic Filing and Payment System (eFS) (<i>the latest income and business tax returns are those within the last six months preceding the date of bid submission</i>);</li> <li>3. <b>VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M)</b> with <i>proof of payment covering the last 6 months</i>;</li> <li>4. <b>Latest Audited Financial Statement</b>; and</li> <li>5. <b>Updated Mayor's Permit, Tax Clearance and DTI or SEC Registration.</b></li> </ol>
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> <p><b>The following documents shall be submitted by the winning bidder within ten (10) calendar days from receipt of the Notice of Award:</b></p> <ol style="list-style-type: none"> <li>1. Construction schedule and S-Curve;</li> <li>2. Manpower schedule;</li> <li>3. Equipment/tools utilization schedule; and</li> <li>4. Construction Safety and Health Program approved by DOLE.</li> </ol>

## ***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.

## **General Conditions of Contract**

### **1. Scope of Contract**

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

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

### **2. Sectional Completion of Works**

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

### **3. Possession of Site**

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

### **4. The Contractor's Obligations**

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

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

## **5. Performance Security**

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

## **6. Site Investigation Reports**

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

## **7. Warranty**

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

## **8. Liability of the Contractor**

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

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

## **9. Termination for Other Causes**

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

## **10. Dayworks**

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the



Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

## **11. Program of Work**

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

## **12. Instructions, Inspections and Audits**

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

## **13. Advance Payment**

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

## **14. Progress Payments**

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

## **15. Operating and Maintenance Manuals**

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

## ***Section V. Special Conditions of Contract***

### **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	
1	<p>For clarity and guidance of the parties, resolution of disputes shall be governed by RA 9184.</p> <p>If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>Any and all disputes arising from the implementation of this Contract covered by RA 9184 and its RIRR shall be submitted to arbitration before the Construction Industry Arbitration Commission (CIAC). <i>Provided, further,</i> that, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.</p>
2	<p>The intended completion date is seventy-five calendar days (75 cd) on the start date as stated in the Notice to Proceed (NTP) (seven (7) cd upon receipt of the said notice).</p> <p>The contract duration shall be reckoned from the start date indicated in the NTP.</p>
3.1	7 cd after receipt of the NTP.
4.1	OGCC shall give possession of all parts of the Site to the Contractor upon receipt of the Notice to Proceed
6	Not applicable.
7.2	Ten (10) years
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <b>ten (10) cd</b> of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <b>ten percent (10%) of the amount of the next progress billing.</b>
13	<p>The amount of the advance payment is fifteen percent (15%) of the total contract price to be made lump sum. The advance payment shall be made only upon the submission to and acceptance by OGCC of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly license by the Insurance Commission and confirmed by OGCC.</p> <p>The advance payment shall be repaid by the contractor by deducting 15% from his periodic progress payments a percentage equal to the percentage of the total contract price used for the advance payment.</p>
14	Materials and equipment delivered on the site but not completely put in place/installed shall <b>NOT</b> be included for payment.
15.1	The date by which operating, and maintenance manuals are required is <b>five (5) days</b> after the issuance of the Certificate of Completion and subject for submission before the issuance of Certificate of Acceptance.
15.2	No further instructions.

## ***Section VI. Specifications***

***Please refer to Annex “A”***

## ***Section VII. Drawings***

***Please refer to Annex “B”***

## ***Section VIII. Bill of Quantities***

*Please refer to Annex “C”*

***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

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

#### Technical Documents

- ☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (**Form 1**); **and**

- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules (**Form 2**); **and**

- ☐ (g) Philippine Contractors Accreditation Board (PCAB) License;  
**or**  
Special PCAB License in case of Joint Ventures;  
**and** registration for the type and cost of the contract to be bid; **and**

- ☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration (**Form 3**); **and**

- ☐ (i) Project Requirements, which shall include the following:
- ☐ a. Organizational chart for the contract to be bid (**Form 4**);
  - ☐ 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. *The Curriculum Vitae of the proposed key personnel should likewise be submitted (Form 5)*;
  - ☐ 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 (**Form 6**); **and**

- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS) (**Form 7**); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- ☐ (k) The prospective bidder’s audited financial statements, showing, among others, the prospective bidder’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for



the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- ☐ (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (***Form 8***).

***Class "B" Documents***

- ☐ (m) 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**

- ☐ (n) Original of duly signed and accomplished Financial Bid Form (***Form 9***); **and**

**Other documentary requirements under RA No. 9184**

- ☐ (o) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (p) 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**
- ☐ (q) Cash Flow by Quarter.

## ***Section X. Bidding Forms to be Submitted***

**FORM 1** – Statement of the prospective bidder of all of 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

**FORM 2** – Statement of the bidder's SLCC similar to the contract to be bid

**FORM 3** – Original copy of Notarized Bid Securing Declaration

**FORM 4** – Organizational Chart for the contract to be bid

**FORM 5** – List of Contractor's Key Personnel

**FORM 6** – List of Contractor's Major Equipment Units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certificate of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be.

**FORM 7** – Original duly signed Omnibus Sworn Statement

**FORM 8** – Prospective Bidder's Computation of Net Financial Contracting Capacity

**FORM 9** - Original of duly signed and accomplished Financial Bid Form

### ***AFTER RECEIVING THE NOTICE OF AWARD:***

**FORM 10** – Contract Agreement Form

**FORM 11** – Performance Securing Declaration

**STATEMENT OF ONGOING GOVERNMENT & PRIVATE CONTRACTS**  
**INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**  
*[shall be submitted with the Bid]*

**Instructions:**

- 1. This Statement shall be supported by any of the following, whichever is available:
  - a. Notice of Award (NOA) and/or Contract;
  - b. Notice to Proceed (NTP) and/or Contract;
  - c. Certificate of Accomplishment signed by the owner or authorized representative.
- 2. If there is no ongoing contract, state none.
- 3. The total amount of the ongoing and awarded contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC)

Name of Contract and Contract Cost	Owner, Address and Contact Details	Contract Duration	Date of Contract Award (NOA)	% of Accomplishment (planned)	% of Accomplishment (actual)	Value of outstanding works / uncompleted portion
GOVERNMENT CONTRACTS						
PRIVATE CONTRACTS						

**Submitted by:**

Name of Bidder	
Name of Authorized Representative & Signature	

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC)  
SIMILAR TO THE CONTRACT TO BE BID**  
*[shall be submitted with the Bid]*

**Instructions:**

- 1. Cut-off date is up to the day before the deadline of the submission of bids.
- 2. This statement shall be supported by any of the following, whichever is available:
  - a. NOA and/or contract;
  - b. NTP and/or contract;
  - c. Certificate of Accomplishment signed by the owner or authorized representative.

Name of Contract and Contract Cost	Owner, Address and Contact Details	Contract Duration	Date of Contract Award (NOA)	Date of Completion

*Submitted by:*

Name of Bidder	
Name of Authorized Representative & Signature	

**Bid Securing Declaration Form**

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

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S

**BID SECURING DECLARATION**  
**Project Identification No.: OGCC2024-Infra-001**

To: **AGCC Kathrina Maria A. Reyes**  
*BAC Chairperson*  
Office of the Government Corporate Counsel  
3<sup>rd</sup> Floor, MWSS Building, Katipunan Ave., QC

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]  
[Insert signatory’s legal capacity]  
Affiant

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

**CONTRACTOR’S ORGANIZATIONAL CHART FOR THE CONTRACT**  
*[shall be submitted with the Technical Envelope Component of the Bid]*

Submit a copy of the Organizational Chart that the Contractor intends to use to execute the Contract if the Project is award to him. The organization chart should represent the “Contractor’s Organization required for the Subject Procurement,” and the organizational chart of the entire firm. The attached proposed chart should also indicate the names of the key personnel as required under Item 10.4 of the Bid Date Sheet.

**LIST OF CONTRACTOR’S KEY PERSONNEL PROPOSED  
TO BE ASSIGNED TO THE CONTRACT**

*[shall be submitted with the Technical Component Envelope of the Bid]*

Project: **RENOVATION AND FIT-OUT OF THE GOVERNMENT CORPORATE COUNSEL’S (GCC) OFFICE OF THE OFFICE OF THE GOVERNMENT CORPORATE COUNSEL (OGCC) WITH SUPPLY, DELIVERY AND INSTALLATION OF OFFICE EQUIPMENT, FURNITURE AND FIXTURES**

**Contractor’s Name:**  
**Authorized Representative:**  
**Business Address:**  
**Contact Details:**

Supplementing our Organizational Chart for the above stated Contract, we submit, and certify as true and contract, the following information:

1. We have engaged the services of the following key personnel to perform the duties of the positions as required:

PROJECT-IN-CHARGE	
Name	
Address	
Date of Birth	
Employed since	
Years of Experience in the Proposed Position	
Education	
PRC License, if applicable	

FOREMAN	
Name	
Address	
Date of Birth	
Employed since	
Years of Experience in the Proposed Position	
Education	
PRC License, if applicable	

LEADMAN	
Name	
Address	
Date of Birth	
Employed since	
Years of Experience in the Proposed Position	
Education	
PRC License, if applicable	

WELDER	
Name	

Address	
Date of Birth	
Employed since	
Years of Experience in the Proposed Position	
Education	
PRC License, if applicable	

PLUMBER	
Name	
Address	
Date of Birth	
Employed since	
Years of Experience in the Proposed Position	
Education	
PRC License, if applicable	

ELECTRICIAN	
Name	
Address	
Date of Birth	
Employed since	
Years of Experience in the Proposed Position	
Education	
PRC License, if applicable	

PAINTER	
Name	
Address	
Date of Birth	
Employed since	
Years of Experience in the Proposed Position	
Education	
PRC License, if applicable	

MASON	
Name	
Address	
Date of Birth	
Employed since	
Years of Experience in the Proposed Position	
Education	
PRC License, if applicable	



TILE SETTER	
Name	
Address	
Date of Birth	
Employed since	
Years of Experience in the Proposed Position	
Education	
PRC License, if applicable	

SAFETY OFFICER	
Name	
Address	
Date of Birth	
Employed since	
Years of Experience in the Proposed Position	
Education	
PRC License, if applicable	

PROJECT-IN-CHARGE	
Name	
Address	
Date of Birth	
Employed since	
Years of Experience in the Proposed Position	
Education	
PRC License, if applicable	

LABORER	
Name	
Address	
Date of Birth	
Employed since	
Years of Experience in the Proposed Position	
Education	
PRC License, if applicable	

2. We submit the enclosed Curriculum Vitae (CV) of these key personnel.
3. We ensure that the abovementioned personnel shall employ their best care, skill, and ability in performing the duties of their respective positions in accordance with the provisions of the Contract, including the General and Special Conditions of the Contract, Specifications, and Drawings, and that they shall be personally present in the jobsite during the period of their assignment in the Contract.
4. In the event of replacement of any of the abovementioned personnel, we shall submit to you the letter of replacement, CV, for your approval, of the proposed personnel. We commit that the proposed replacement shall have qualifications which are equal to or better than that of the person to be replaced

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

*[shall be submitted with the Technical Component Envelope of the Bid]*

Project: **RENOVATION AND FIT-OUT OF THE GOVERNMENT CORPORATE  
COUNSEL’S (GCC) OFFICE OF THE OFFICE OF THE GOVERNMENT CORPORATE  
COUNSEL (OGCC) WITH SUPPLY, DELIVERY AND INSTALLATION OF OFFICE  
EQUIPMENT, FURNITURE AND FIXTURES**

**Contractor’s Name:**  
**Authorized Representative:**  
**Business Address:**  
**Contact Details:**

**OMNIBUS SWORN STATEMENT (REVISED)**  
*[shall be submitted with the Bid pursuant to  
GPPB Resolution No. 16-2020 dated 16 September 2020]*

---

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

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Bidder’s Representative/Authorized Signatory

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

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

Summary of the Contractor’s assets and liabilities on the basis of the income tax return and audited financial statement, stamped “RECEIVED” by the Bureau of the Internal Revenue (BIR) or BIR’s authorized collecting agent, for the immediately preceding year:

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

The NFCC based on the above data is computed as follows:

**NFCC** = **K** (current assets – current liabilities) minus value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

**K** = 15

**NFCC** =

Submitted by:

Name of Bidder	
Authorized Representative and Signature	
Contact Details	

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

---

Date:

Project Identification No.: OGCC

To: **AGCC Kathrina Maria A. Reyes***BAC Chairperson*

Office of the Government Corporate Counsel

3<sup>rd</sup> Floor, MWSS Building, Katipunan Ave., QC

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin No. \_\_\_\_, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to PBDs, including the Supplemental or Bid Bulletin;
- 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:  
\_\_\_\_\_;
- d. The discounts offered and the methodology for their application are: *[insert information, if discounts are offered]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to the Value Added Tax (VAT), Income Tax, Local Taxes and other fiscal levies and duties;
- f. Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert amount]* for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines for this purpose;
- h. We are not participating, as Bidding, in more than one Bid in this bidding process;
- 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;
- 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 “Renovation and Fit-out of the Government Corporate Counsel’s (GCC) of the Office of the Government Corporate Counsel (OGCC) with Supply, Delivery of Office Equipment, Furniture and Fixtures” of the OGCC
- l. We understand that failure to sign any of the Bid Forms, including the Bill of Quantities, shall be a ground for the rejection of our bid.

**Submitted by:**

<b>Name of Bidder</b>	
<b>Authorized Representative and Signature</b>	
<b>Contact Details</b>	

**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 the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the **OFFICE OF THE GOVERNMENT CORPORATE COUNSEL** of the Philippines (hereinafter called “the Entity”) of the one part and [name of CONTRACTOR] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity is desirous that the Contractor execute the **Renovation and Fit-Out of the Government Corporate Counsel’s (GCC) of the Office of the Government Corporate Counsel (OGCC) with Supply, Delivery and Installation of Office Equipment, Furniture and Fixtures** (hereinafter called “the Works”) and the Entity has accepted the Bid for [contract price in words and figures in Philippine Peso] 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 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 integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - a. Drawing/Plans;
    - b. Specifications;
    - c. Bill of Quantities;
    - d. General and Special Conditions of Contract; and
    - e. Supplemental or Bid Bulletins, if any
  - ii. 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;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. 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 **OGCC** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

**SOLOMON M. HERMOSURA**  
*Government Corporate Counsel*  
For:  
Office of the Government Corporate Counsel

name of authorized representative  
*designation*  
For:  
name of Contractor

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

**PERFORMANCE SECURING DECLARATION (REVISED)**

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

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

**PERFORMANCE SECURING DECLARATION**

Invitation to Bid: **Renovation and Fit-Out of the Government Corporate Counsel’s (GCC) Office of the Office of the Government Corporate Counsel (OGCC) with Supply, Delivery and Installation of Office Equipment, Furniture and Fixtures**

To: **AGCC Kathrina Maria A. Reyes**  
*BAC Chairperson*  
Office of the Government Corporate Counsel  
3<sup>rd</sup> Floor, MWSS Building, Katipunan Ave., QC

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]  
[Insert signatory’s legal capacity]  
Affiant

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

TERMS OF REFERENCE

Renovation and Fit-Out of the Government Corporate Counsel’s (GCC)  
Office of the Office of the Government Corporate Counsel (OGCC)

I. BACKGROUND AND OBJECTIVE

The OGCC (Procuring Entity) is renovating the office of the GCC in its office located at the 3rd floor, MWSS Building, Katipunan Ave., Brgy. Old Balara, Quezon City (hereinafter referred to as the “PROJECT”) and proposes to engage the technical and professional expertise of a local Contractor to undertake the following:

1. Fit-Out and Renovation of the GCC’s Office;

2. Construction of essential Mechanical, Electrical (Data Conduit), Fire Protection, and Sanitary (MEFPS) and other Supporting Civil Works; and

3. Supply and Delivery of Office Equipment, Furniture and Fixture.

The Contractor shall be hired based on their proven expertise, experience, capability, and cost of services.

Bids for the Project shall be evaluated as provided for in the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, otherwise known as Government Procurement Reform Act and the bidding documents issued by the Procuring Entity.

II. BASIC INFORMATION

Site location	:	Government Corporate Counsel’s Office Unit, 3rd Floor, MWSS Administration Building, Katipunan Avenue, Balara, Quezon City
Approximate Total Floor Area (TFA)	:	One Hundred Forty-Two (142) square meters
Use/Occupants	:	The office unit will be occupied by the GCC and the support staff. The proposed renovation will cover the entire office unit of the GCC comprising the executive office, conference room, pantry, office staff area, receiving area, and toilet & bath

III. SCOPE OF WORK

The Project shall cover the renovation and fit-out of GCC’s Office which shall include the following works:

1. Site Development and Site Works (Preliminaries)

a. General Requirements, Permits, Etc.

b. Mobilization

c. Removal/Dismantling of Existing Finishes

d. Formworks and Scaffolding

2. Masonry Works
3. Carpentry Works and Furniture
4. Finishing Works
  - a. Floor Finishes/Tile Works
  - b. Wall Finishes
  - c. Ceiling Finishes
5. Painting Works
6. Glass and Aluminum Works
7. Electrical Works
8. Mechanical Works (including Fire Protection Works)
9. Plumbing Works
10. Supply and Delivery of Office Equipment, Furniture and Fixture.

The Contractor shall perform the following detailed works to implement the works required pursuant to the Architectural, Electrical, Mechanical, and Sanitary/Plumbing Plans attached as **Annexes “A”, “B”, “C” and “D”**, respectively:

1. Acquisition of all permits necessary, if any, for the construction phase of the project if required by regulatory agency (*See **Annex “E”***);
2. Evaluation of detailed construction and as-built drawings, where required;
3. For construction of essential MEFPS and other supporting Civil Works, Contractor shall prepare a weekly Progress Report; and
4. All other related tasks until completion and acceptance of the project.

The list of required materials is indicated in the Bill of Quantities (BOQ) attached in this Terms of Reference as **Annex “F”**.

The Contractor must have a line-up of equipment necessary whether leased or owned to finish the project.

The Contractor must submit his/her list of equipment units to be used for the project, categorized into owned, leased and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project.

**IV. DELIVERABLES AND TIMELINE**

TASKS	TIMELINE
DISMANTLING/DEMOLITION/ MOBILIZATION AND SITE PREPARATION	75 calendar days (CD) reckoned from the start date stated in the Notice to Proceed (NTP)
MASONRY WORKS	
ELECTRICAL WORKS	
MECHANICAL WORKS	

PLUMBING WORKS	
FINISHING WORKS	
PAINTING WORKS	
CARPENTRY/FURNITURE	
TESTING AND COMMISSIONING, PUNCHLIST AND RECTIFICATION	
PROJECT ACCEPTANCE & TURN-OVER	

### V. STANDARD OF SERVICES

The Contractor shall undertake the fit out and renovation by utilizing its technical knowledge and best-accepted professional standards. The Contractor shall carry out the services based on sound architectural and engineering theories and practices to ensure that the final works will provide the most economical, “smart” and feasible fit-out, and landscape works for the project. Further, the contractor shall provide an adequate number of personnel of known qualifications and experience.

### VI. DETAILED WORK/SPECIFICATIONS

1. Site Development and Site Works (Preliminaries)
  - a. General Requirements, Permits, Etc.
  - b. Mobilization
  - c. Removal/Dismantling of Existing Finishes
  - d. Formworks and Scaffolding

See **Annex “F”** for list of materials and other details.
2. Masonry Works
 

See **Annex “F”** for list of materials and other details.
3. Carpentry Works and Furniture
 

See **Annex “F”** for list of materials and other details.
4. Finishing Works
  - a. Floor Finishes/Tile Works
    1. Homogenous floor and wall tiles sol ceramica brand or approved equivalent
    2. Tile grout ABC brand or approved equivalent
  - b. Ceiling and Wall Finishes

1. Ficem cement board 3.50mm thk. Hardiflex brand or approved equivalent
2. Gypsum board 10mm thk. Gyproc brand or approved equivalent
3. Double metal furring, carrying channels, wall angles and other accessories by Jeasteel or approved equivalent
4. Vertical metal studs and horizontal metal tracks by Jeasteel or approved equivalent

See **Annex “F”** for list of materials and other details.

#### 5. Painting Works

- a. Elastomeric paints Boysen/Davies brand or approved equivalent
- b. Quick dry enamel Boysen/Davies brand or approved equivalent
- c. Acrylic/megacryl paints Boysen/Davies brand or approved equivalent
- d. Flat latex paints Boysen/Davies brand or approved equivalent
- e. Waterproofing Boysen/Davies brand or approved equivalent

See **Annex “F”** for list of materials and other details.

#### 6. Glass and Aluminum Works

OGCC Signages shall conform with the following specifications:



- a. 3D built-up logo with silver finish and backlight
- b. Text and other symbols in blue digital printed sticker
- c. Two (2) circles enclosing the texts “Office of the Government Corporate Counsel” and “Department of Justice” in red digital printed sticker

See **Annex "F"** for list of materials and other details.

## 7. Electrical Works

- a. Use 30 AMPS 10 KAIC RCBO/MCCB W/ LSIG, 1 phase, main cb red-l1, white-neutral, Green-ground socket and convenience outlet are 3-prong lighting fixture have no GND
- b. Night light/pilot light should be provided
- c. RSC/EMT conduit for current carrying wires pvc 3/4" conduit for POS, voice and data lines
- d. Use compression type for conduit fittings
- e. All wiring installations shall be concealed from view and installing the Conductors in unplasticised polyvinyl chloride (UPVC PNS14) electrical conduit and intermediate metal conduit (IMC schedule 40) when used as service entrance.
- f. Unless otherwise specified, the minimum size of wire and conduit shall be 3.5mm<sup>2</sup> THHN/THWN and 20mmø UPVC pipe respectively, and minimum size of wire in service entrance shall be 8.0mm<sup>2</sup> THHN/THWN at 32mmø IMC pipe.
- g. Standard type of accessories, splicing devices, termination and other appurtenances for the entire electrical installation shall be used.

The works to be done shall consist of the fabrication, furnishing, delivery and installation, complete in all details of the Electrical System. All works shall be in accordance with the governing Codes and Regulations.

The Contractor shall guarantee that the equipment, materials, accessories, methods of installation and workmanship supplied will be new, best class and that be erected in a practical and best manner.

The Contractor shall furnish and install the complete grounding system. The Contractor shall furnish and install a power distribution system which includes panel board, meter center, switches, etc.

## 8. Mechanical Works

- a. All equipment shall be installed in approximate locations as shown on the plans.
- b. Contractor must submit shop drawings indicating actual equipment dimension and operating weights.
- c. All equipment shall be mounted on or supported by vibration isolators or assemblies.
- d. Deviations and revisions to the plan shall be referred to the architects for review and approval.
- e. All ducting installation shall conform to the latest Sheet Metal and Airconditioning Contractors' National Association ("SMACNA") guidelines and the Heating, Ventilation and Air-Conditioning (HVAC) duct construction standards.
- f. All tapping shall be from the sides of the nearest branch provision,

- provided with 45 degrees (45°) take off and properly sealed.
- g. All diffusers shall have opposing blade volume damper ("OBVD").
  - h. Maximum length of flexible duct shall be 1.5 meters.
  - i. All ducting insulation shall be 40mm thick styrofoam with G.I. continuous corner beads.
  - j. All chilled water (supply and return) branch lines shall be adequately insulated to prevent condensation, with 40mm thick cylindrical rubber insulation, wrapped w/ blue polyethylene tape.
  - k. The system shall be tested at 1.5 times the system pressure for 24 hours, witnessed by the building's engineering personnel.
  - l. Only side tapping is allowed.
  - m. No tapping at the bottom, elbows, & duct reducers
  - n. Main duct tapping shall be at 45° and properly sealed
  - o. No splitter dampers only manual volume balancing damper
  - p. Provide adjustable opposed volume blade damper per diffuser
  - q. Use only duct elbows for direction change
  - r. Maximum length of flexible duct is 1.5 meters
  - s. Use sheet-metal collar to connect flex duct to diffuser
  - t. Provide return air grills
  - u. Use 40mm thick styrofoam for insulation with GI corner beads
  - v. Use non-combustible adhesives
  - w. Provide one (1) mechanical clips for every joint connection @ 2 plastic straps for every meter duct run.

## 9. Plumbing Works

The plumbing works shall conform to and be in accordance with R.A. 1378 or the Plumbing Law, with the following highlights:

- a. Plumbing shall be designed and adjusted to use the minimum quantity of water consistent with proper performance and cleaning.
- b. Plumbing fixtures, devices and appurtenances shall be supplied with water in sufficient volume and at pressures adequate to enable them to function satisfactorily and without undue noise under all normal conditions of use.
- c. Plumbing fixtures shall be made of smooth non-absorbent materials, and shall be free from concealed fouling surface.
- d. The drainage system shall be designed, constructed, and maintained so as to guard against fouling, deposit of solids, and clogging and with adequate cleanouts so arranged that the pipes may be readily cleaned
- e. The piping of the plumbing system shall be of durable materials, free from defective workmanship and so designed and constructed as to give satisfactory service for its reasonable expected life.
- f. Each fixture directly connected to the drainage system be equipped by a water-seal trap.

## VII. DURATION OF THE CONTRACT

75 CD reckoned from the start date stated in the Notice to Proceed (NTP).



**VIII. FIT-OUT AND RENOVATION REQUIREMENTS**

The local contractor shall have the following minimum qualifications:

1. Must be operational and engaged as a construction firm for at least five (5) years;
2. Must have satisfactorily completed a contract for a similar project with magnitude and complexity at least equivalent to the proposed project; and
3. The contractor must pass the eligibility requirements under Section 23.4.2 of RA 9184, otherwise known as the Government Procurement Reform Act and its 2016 IRR.

*Similar contracts* refer to contracts which have the same major categories of work, which shall be:

- *Renovation/Fit-out/Construction of Government Offices with or without Supply and Delivery of Office Equipment, Furniture and Fixtures.*
- *Completed within three (3) years prior to the deadline for the submission and receipt of bids.*

**IX. PERSONNEL QUALIFICATION REQUIREMENTS**

The Contractor shall provide a licensed and professional personnel, where necessary, including a licensed engineer and safety officer, and sufficient manpower with adequate technical experience and skills in the design, implementation, and supervision of the works.

In the execution of the renovation and fit-out works, multi-tasking by or nomination of key personnel to more than one of the above-stated fields or professions is prohibited.

The Contractor shall provide additional personnel as may be required and pertinent to the accomplishment of the project in its entirety at no additional cost to the Procuring Entity. The Contractor shall provide for a Safety Officer during the duration of the fit-out and renovation works to ensure the safety and security of the personnel.

Except as otherwise agreed upon by the Procuring Entity, the personnel for the project shall consist of those indicated in the Work Plan and List of Key Personnel submitted and no changes shall be made in the key staff. In the event any employee resigns, is discharged or withdrawn, the Contractor shall provide suitable personnel of equivalent or better qualification acceptable to the Procuring Entity.

The key personnel must meet the required minimum years of experience set below:

Key Personnel	Minimum Requirement	Relevant Experience
Project-in-Charge	Bachelor of Science in Civil Engineer  Fit out and Construction Works	Three (3) years
Foreman	Fit out and Construction Works	
Leadman	Fit out and Construction Works	
Welder	Fit out and Construction Works and National Certification Level II	
Plumber	Fit out and Construction Works and National Certification Level II	
Electrician	Fit out and Construction Works and National Certification Level II	
Painter	Fit out and Construction Works	
Mason	Fit out and Construction Works	
Tile Setter	Fit out and Construction Works	
Safety Officer	Fit out and Construction Works, National Certification Level II and Construction Occupational and Health (COSH) Certificate	
Laborer	Fit out and Construction Works	

**X. APPROVED BUDGET FOR THE CONTRACT AND TERMS OF PAYMENT**

**A. APPROVED BUDGET FOR THE CONTRACT**

The Approved Budget for the Contract for this Project is **FOUR MILLION TWO HUNDRED THOUSAND PESOS (Php4,200,000.00)**

The aforesaid fee is inclusive of all applicable taxes, fees and charges.

**B. TERMS OF PAYMENT**

The payment scheme below shall be observed in the processing of payment in favor of the Design and Build scheme.

	Mode of Payment	Percentage
1	Downpayment/Mobilization Fee payable within fifteen (15) days from signing of contract	10%
2	Upon completion of Dismantling, Masonry, and Electrical Works	30%
3	Upon completion of Plumbing and Finishing Works	40%
4	Upon completion of Painting, Carpentry, Testing/Commissioning	10%
5	Within three (3) months from Final Acceptance	10%
TOTAL		100%

The following documents must be submitted to the Procuring Entity before processing of payments to the Contractor:

- a) Progress Billing
- b) Detailed Statement of Work Accomplished (SWA)
- c) Request for payment by the Contractor
- d) Photographs of works accomplished

In consideration of the payment, the Contractor agrees and undertakes to execute and complete the Fit-Out and Renovation works and remedy any defects therein in conformity with the provisions of the Contract.

The Contractor shall also undertake to pay taxes in full and on time and agrees that failure to do so will entitle the government to suspend payment for any services delivered.

**XI. RESPONSIBILITIES OF THE CONTRACTOR**

1. The Contractor shall undertake all works necessary for the Construction works of the essential MEFPS on the proposed office building project;
2. Acquire all clearances and permits (*see* Annex “D”) necessary for the Project by providing all documentary requirements without incurring required payments of fees to the Government or Agency of the Government; and
3. The Contractor shall verify existing drawings/plans which will serve as basis for the MEFPS, other Supporting Civil Works, and BOQ, and shall make sure that all works conform to regulatory requirements.
4. The Contractor shall also assist the Procuring Entity in Post-Construction Services, such as but not limited to:

- a. Preparation of checklist/punch-list of the scope of work and warranties;
  - b. Providing As-Built plans of essential MEFPS and other Supporting Civil Works duly signed and sealed by the concerned engineers with his/her valid Professional Regulatory Commission (PRC) license number, validity of license, and current Professional Tax Receipt (PTR) number affixed/stamped on every page/sheet of the document of the following:
    - a. Mechanical
    - b. Electrical
    - c. Sanitary / Plumbing
    - d. Fire Protection
    - e. Other Supporting Civil Works
5. All As-Built Plans and Documents shall be delivered, prior to final payment and before issuance of final certificate of payment, in sets as follow:
- a. Five (5) sets of original copies printed/plotted in 20 x 30 digital blue prints;
  - b. One (1) set of soft copy in PDF format of cost estimates, specifications, PERT-CPM, Schedule of Timeline, and other related documents in CD-ROM/flash drive storage device; and
  - c. Other documents processed and issued in favor of the OGCC during the construction period (*i.e.*, Inspection Reports, Building/ Mechanical/ Electrical Permits, Fire Safety Reports, Clearances and related documents.)
6. Consolidate project records and operating manuals and guides for easy reference; and

## **XII. PROVISIONS FOR STORAGE AND MATERIAL HANDLING**

The Contractor shall store their materials, equipment and tools in a designated area in the building. The area shall be coordinated with the Procuring Entity's Chief Administrative Officer (CAO) and shall be kept secured, neat and clean at all times. Any damage thereto or to the surrounding area arising from any accident or damage shall be repaired and/or restored to its original condition at no cost to the Procuring Entity.

Provisions for securing and safekeeping of stored materials, tools and equipment during the construction project shall be for the account of the Contractor.

**XIII. CLEARING OF THE SITE**

The Contractor shall clean the whole area by removing debris, discards, and other construction wastes and leave the entire premises free from rubbish caused by their work to the satisfaction of OGCC at no extra cost.

**XIV. RESPONSIBILITIES OF THE PROCURING ENTITY**

Procuring Entity shall:

- (1) Provide full information as to the requirements of the project;
- (2) Designate representative/s authorized to represent the Procuring Entity, if the need arises; and
- (3) Evaluate documents submitted by the Consultant and render decisions to avoid delay in the progress of the Consultant/s work.

**XV. CONFIDENTIALITY**

All relevant data such as maps, reports, plans, diagrams, designs, statistics, specifications, and other supporting record or materials prepared in the course of the fit-out and renovation works shall be the property of the Procuring Entity and shall not be used by the Contractor without the prior written approval of the Procuring Entity. Print and electronic copies of such documents shall be turned-over to the Procuring Entity.

In addition, all data and information related to the project shall be treated with strict confidentiality and in no instance shall they be released or revealed to a third party without written consent of the Procuring Entity.

**XVI. ASSIGNMENT and/or SUBCONTRACTING**

The significant/material component of the Project is the renovation/fit-out of the Office of the GCC. Hence, subcontracting is allowed for the Supply, Delivery and Installation of Office Equipment, Furniture and Fixtures. The portions of the Project and the maximum percentage allowed to be subcontracted are as follows:

- *100% of Supply and Delivery of Office Equipment, Furniture and Fixtures.*

Subcontracting is allowed during contract implementation stage. The Contractor may identify its subcontractor during the contract implementation stage who must submit the documentary requirements under Section 23.1 of the 2016 Revised IRR. The implementing or end-user unit shall determine whether the subcontractor complies with the eligibility criteria and documentary requirements and secure the approval of the Head of the Procuring Entity (HOPE).

Subcontractors should pass the eligibility requirements. If they are determined to be ineligible, subcontracting of such portion of the works shall be disallowed.

## **XVII. INDEPENDENT CONTRACTOR**

Nothing contained herein shall be construed as establishing or creating an employer-employee or principal-agent relationship, it being understood that the position of the Procuring Entity and Contractor is that of an independent contractor.

## **XVIII. INDEMNIFICATION**

The Contractor shall hold the Procuring Entity free and harmless from all claims, liabilities, suits and actions, demands, or damages arising from death, loss, or injuries to persons, entities, or properties, in relation to the delivery of the design and build scheme.

In addition, the Contractor agrees to protect and defend, at its own expense, the Procuring Entity against any claims and liabilities arising from acts or omissions committed by the Contractor or its personnel in the performance of the services including the use of copyrighted materials, patented inventions, articles or appliances, and indemnify the Procuring Entity for any damages or liabilities that the Procuring Entity may be compelled to assume arising from said acts or omissions.

## **XIX. CHANGES/AMENDMENTS/ALTERATIONS**

The Procuring Entity may at any time, by written notice to Contractor, issue additional instructions, changes, or alterations to the work with no additional cost.

## **XX. SUSPENSION AND TERMINATION OF AGREEMENT**

In case of default, failure or refusal on the part of the Contractor to perform the services in such manner consistent with the results herein contracted for, or non-compliance with the Terms of Reference, the Procuring Entity may issue a Notice of Suspension of Payment and suspend payment completely or in part.

In case any of the conditions as stated above, continue for a period of fourteen (14) days after the issuance of a Notice of Suspension of Payment, the Procuring Entity may terminate the Contractor's services pursuant to Contract Termination Guidelines under the 2016 Revised IRR of RA 9184.

## **XXI. LIQUIDATED DAMAGES**

The Contractor binds itself to pay liquidated damages in case of any breach of the provisions of the Contract equivalent to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the

Procuring Entity shall rescind the contract, without prejudice to other courses of action or other remedies available to it.

## **XXII. WARRANTIES OF THE CONTRACTOR**

1. The Contractor warrants that it shall conform strictly with the terms and conditions of the Terms of Reference;

2. The Contractor warrants, represents and undertakes reliability of the service and that their manpower complement is hardworking, qualified, reliable and dedicated to do the service required to the satisfaction of the Procuring Entity. It shall employ highly skilled, well-behaved and honest employees with proper identification cards displayed conspicuously while working within the compound. It shall not obtain the services of any personnel of the Procuring Entity to work in any category;

3. The Contractor shall comply with the laws governing employee's compensation, PhilHealth, Social Security, labor standards and other laws, rules, and regulations applicable to its personnel employed on account of the contracted services;

4. The Contractor, in the performance of its services, shall secure and maintain at its own expense all registration, licenses or permits required by national or local laws and shall comply with the rules, regulations and directives of regulatory authorities and commissions;

5. The Contractor, shall coordinate with authorized and/or designated personnel of the Procuring Entity in the performance of their services;

6. The Contractor shall be liable for loss, damage, or injury as may be due directly through the fault or negligence of its personnel. It shall assume responsibility, and the Procuring Entity shall be specifically released from any responsibility arising therein;

7. The Contractor shall assist the Procuring Entity in complying with all the documentation to be required by the Commission on Audit (COA) even after completion of the Project at no additional cost to the Procuring Entity; and

8. The Contractor shall be held liable for damages in the fit-out and renovation works within one (1) year from the acceptance by the Procuring Entity and turn-over of the project.

## **XXIII. PROJECT ACCEPTANCE AND TURNOVER**

The Procuring Entity shall ensure that the Contractor and its completed work is:

1. In accordance with the Fit-Out and Renovation Contract (including the plans and specifications) approved by the Procuring Entity; and

2. Able to perform as expected and that the renovation was properly

implemented in accordance with the Terms of Reference to allow successful testing, commissioning, and certification.

Should the Procuring Entity notice minor defects after completing the punch list, new items may be added to the list which the Contractor shall correct prior to final acceptance without cost to the Procuring Entity.

The Procuring Entity shall release the retention money within three (3) months from Final Acceptance of the project. The Warranty Security shall be returned after the completion of the renovation and fit-out one (1) year after the issuance of the Certificate of Final Acceptance.

#### **XXIV. CONFLICT OF INTEREST**

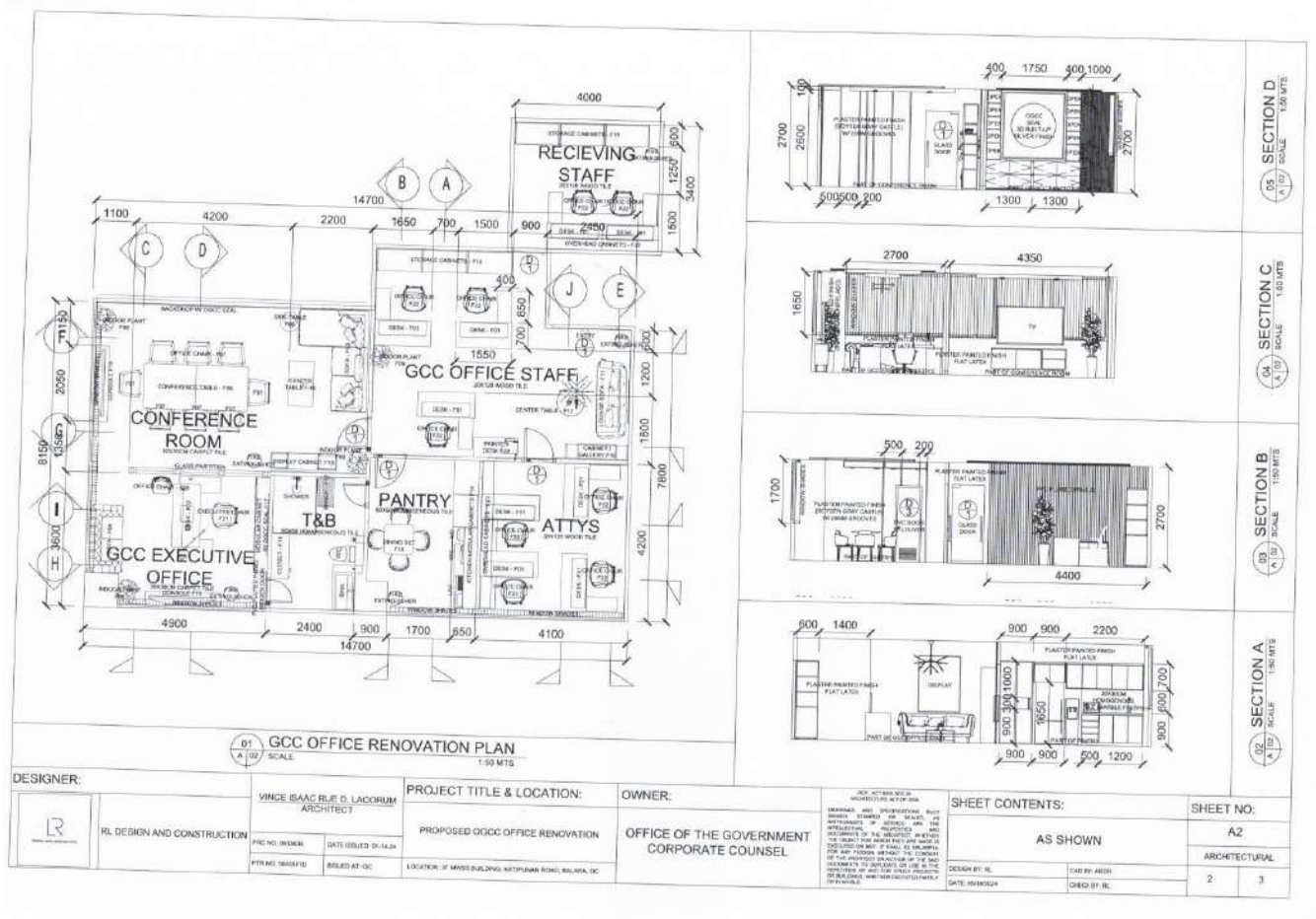
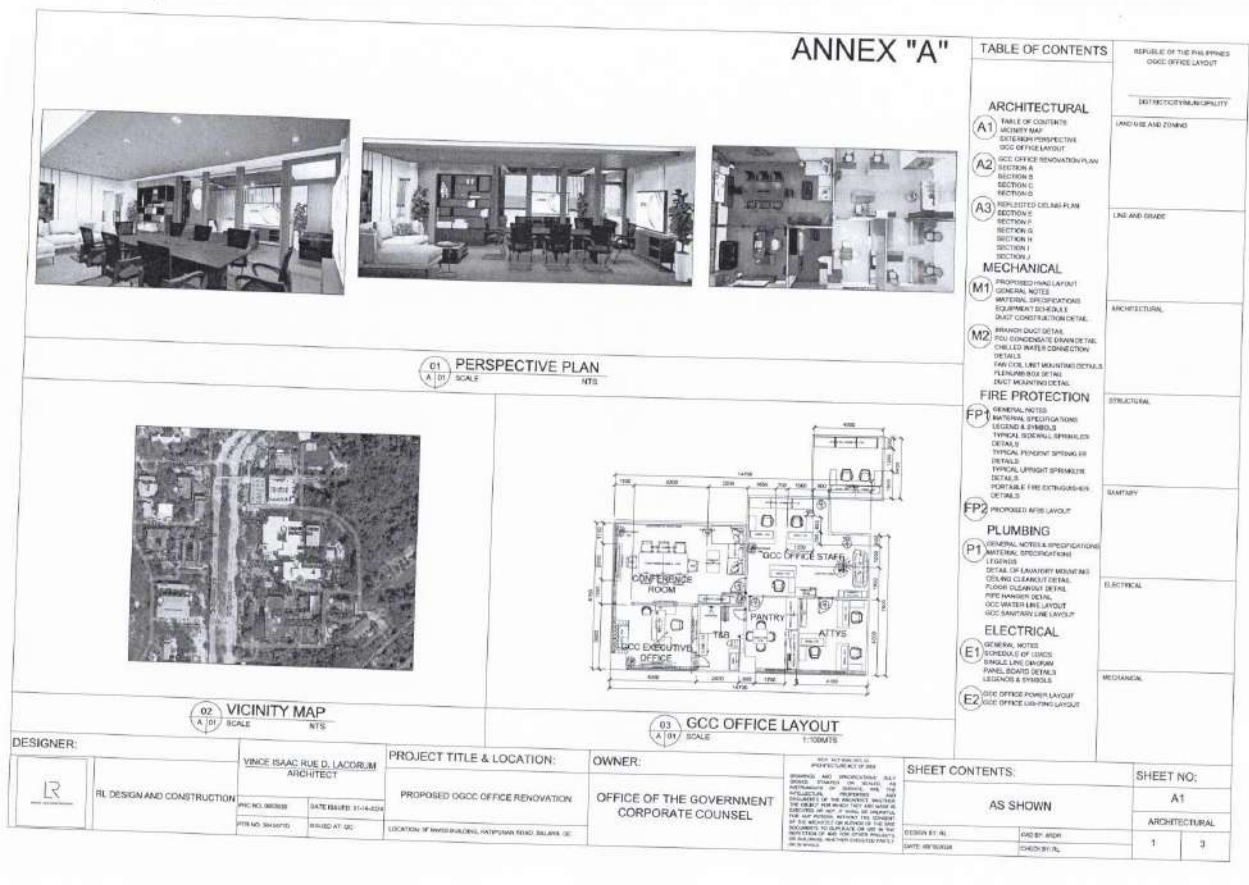
The Contractor shall provide professional, objective, and impartial advice and at all times hold the Procuring Entity's interests paramount, without any consideration for future work, and strictly avoid situations where a conflict of interest shall arise with their other projects or their own interests. Contractor shall not be hired for any project that would be in conflict with their prior or current obligations to other entities, or that may place them in a position of not being able to carry out the Project in the best interest of the Procuring Entity.

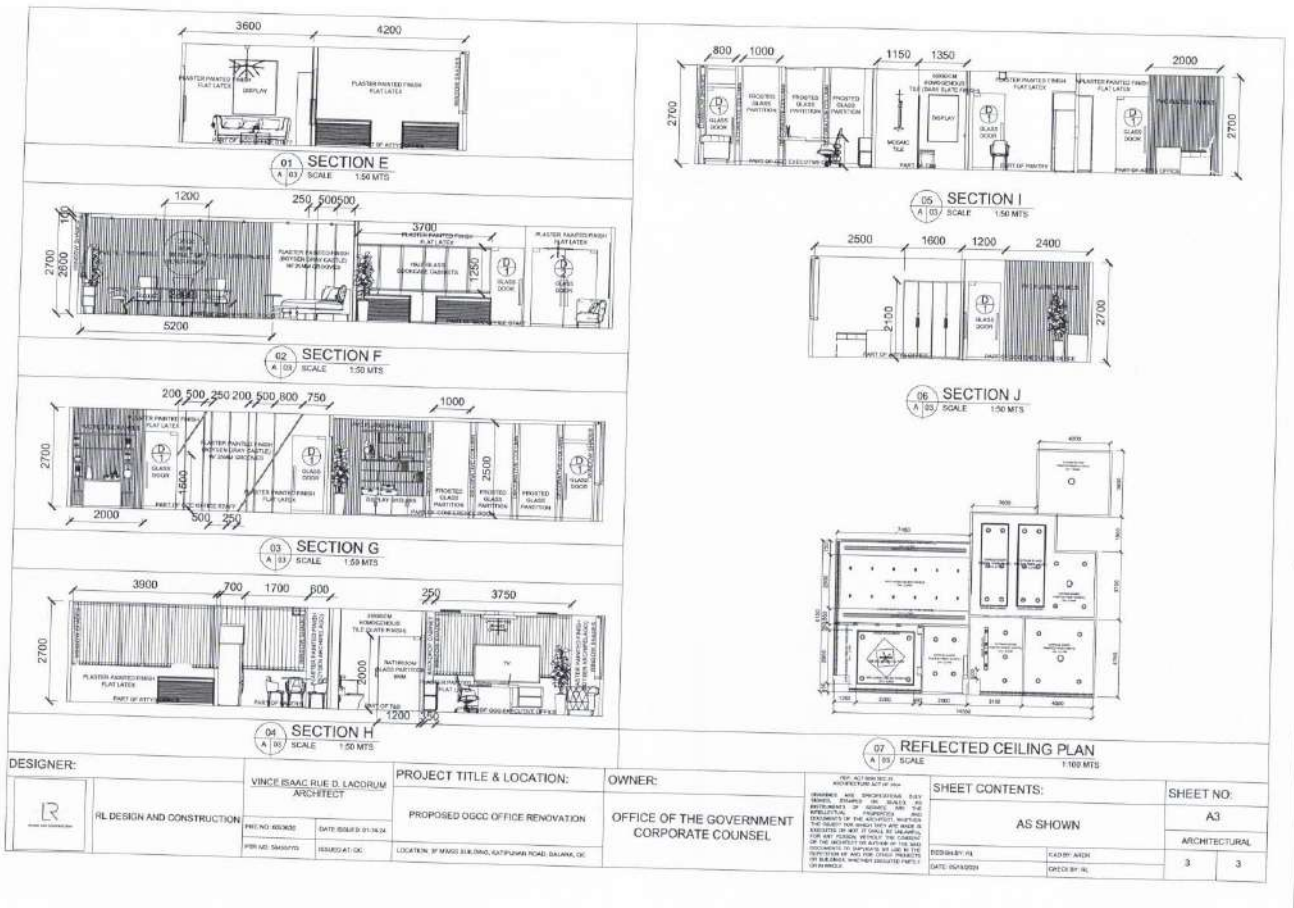
Should a conflict of interest situation arise in the course of the implementation of this Design and Build scheme, not attributable to any act of the Contractor, the Contractor must disclose the nature and extent of the conflict within ten (10) days from notice



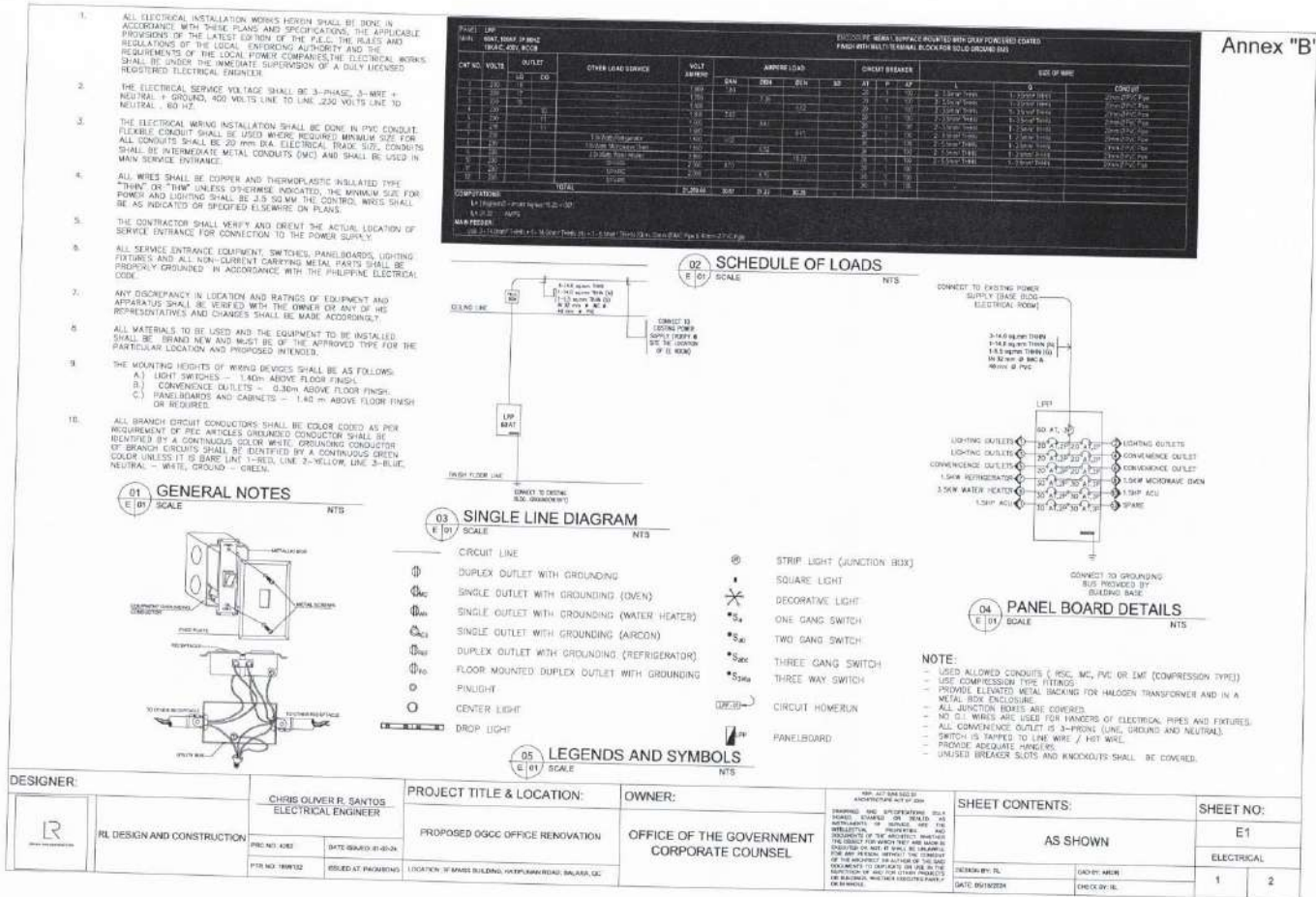
## ANNEX “B”

### Drawings

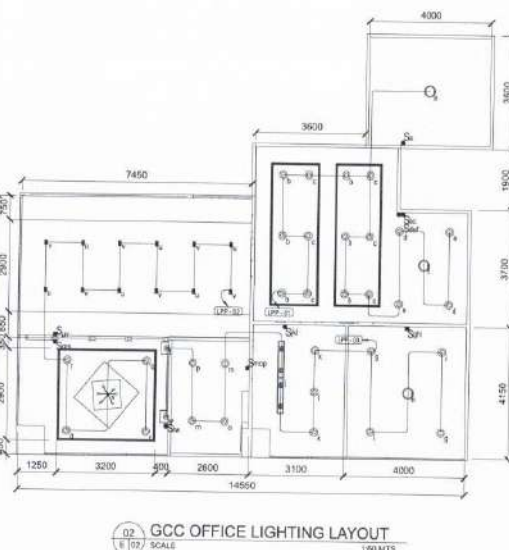





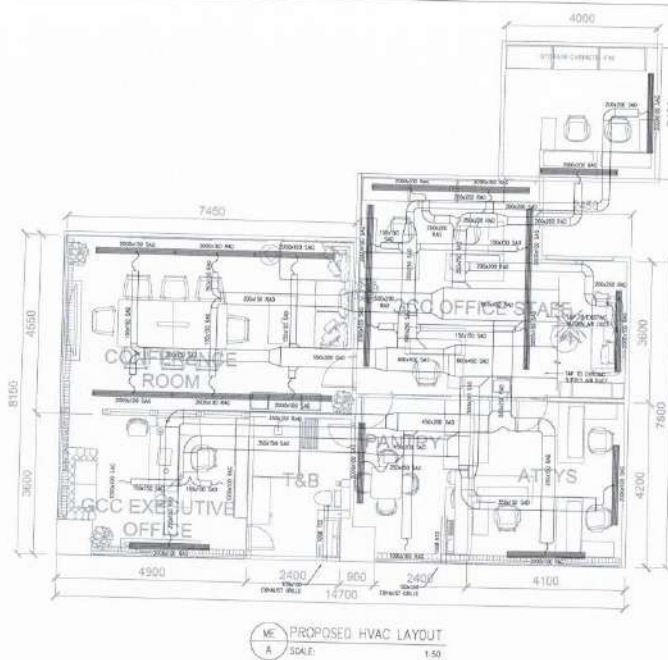
Annex "B"



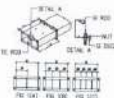




DESIGNER:		CHRIS OLIVER R. SANTOS ELECTRICAL ENGINEER		PROJECT TITLE & LOCATION:		OWNER:		SHEET CONTENTS:		SHEET NO:			
 RL DESIGN AND CONSTRUCTION	PREP: MR. JONAS DATE: 08/02/2019		PROPOSED OGCC OFFICE RENOVATION		OFFICE OF THE GOVERNMENT CORPORATE COUNSEL		NEW ELECTRICAL WIRING REPAIRS/REPLACE OF WORK		AS SHOWN		E2		
	PTR NO. 1988/12 ISSUED AT: (MANILA)		LOCATION: 3RD FLOOR BUILDING, KATIPUNAN ROAD, MALABAR, LC		I. PURPOSE AND SPECIFICATION: REPAIR AND REPLACE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL ELECTRICAL SAFETY CODE (NESC). II. SCOPE OF WORK: THE WORK SHALL INCLUDE THE REPAIR AND REPLACEMENT OF THE EXISTING ELECTRICAL SYSTEM, INCLUDING THE WIRING, CONDUIT, AND EQUIPMENT. III. MATERIALS: ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE APPROVED BY THE ENGINEER. IV. LABOR: THE LABOR SHALL BE OF THE HIGHEST QUALITY AND SHALL BE APPROVED BY THE ENGINEER. V. SUBMITTALS: THE SUBMITTALS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL ELECTRICAL SAFETY CODE (NESC). VI. SCHEDULE: THE SCHEDULE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL ELECTRICAL SAFETY CODE (NESC). VII. BIDDING: THE BIDDING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL ELECTRICAL SAFETY CODE (NESC). VIII. CONTRACT: THE CONTRACT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL ELECTRICAL SAFETY CODE (NESC).		DEWEN RY RIL DATE: 08/02/2019		DEWEN RIL DATE: 08/02/2019		2		2



EQUIPMENT SCHEDULE									
UNIT	QTY	CAPACITY		TYPE	POWER INPUT (KW)	ELECTRICAL DATA			REMARKS
		IN	QPM			VOLT	PHASE	AM	
SCA-1	1	2.5	1000	SCALD REMEDIATION (AUSTO) TYPE	380	220	1	0.3	"DAMP", "CORROSE", "SODIUM", OR IMPROVING QUAL.



## GENERAL NOTES

- [illegible]

CONFERENCE RW  
EST AREA = 339  
2.63 TW  
110.000 (AREA) MS  
0.563 S/LR  
0.303153 MW2 (100 X EST 4000)

DESK DESKTOP OPTIC  
EST AREA = 15.04  
1.62 TW  
1.000 TW (DIN) MS  
0.306 S/LR  
0.306167 MW2 (100 X EST 2000)

ATTN  
EST AREA = 17.22  
1.48 TW  
0.514 DFM  
0.342 S/LR  
0.342176 MW2 (100 X EST 2000)

STORAGE RW  
EST AREA = 13.6  
1.48 TW  
403.33 2/W  
0.226157 S/LR  
0.146238 MW2 (100 X EST 2000)











EST DESK 51401  
EST AREA = 75.24 X 83  
2.90 TW  
110.043 TW (EST) MS  
0.51234 S/LR  
0.308906 MW2 (100 X EST 4000)

PARTNER  
EST AREA = 10.82  
1.045 TW  
411.2 TW  
0.2062 S/LR  
0.154060 MW2 (100 X EST 2000)

## Annex "C"

MATERIAL SPECIFICATIONS	
STEEL	ALL STEEL SHALL BE GALVANIZED STEEL (G-1) S457, CONFORMING TO "AISC" STANDARD
PIPE	SHALL BE BLACK PIPE (G-1) PIPE SPECIFIED AS "SEAMLESS" SUCH AS "SCHEDULE", "STANDARD" OR APPROVED EQUAL
ACI CONCRETE	SHALL BE PREPARED, PLACED (PVC) MIXED IN "WELLS", "SLABS", "TRENCH", AND OTHER


#### LEGEND & SYMBOLS

- |   |     |                      |
|---|-----|----------------------|
|  | 040 | SUPPLY AIR GRILLE    |
|  | 041 | RETURN AIR GRILLE    |
|  | 042 | SUPPLY AIR BLUET     |
|  | 043 | RETURN AIR BLUET     |
|  | 05  | VOLUME DAMPER        |
|  | 06  | 0.07 WASH / 1000'    |
|  | 07  | FAN SOL UNIT         |
|  | 07H | CHILLED WATER LINE   |
|  | 07S | CHILLED WATER SUPPLY |
|  | 07R | CHILLED WATER RETURN |

[illegible]

## ME DUCT CONSTRUCTION DETAIL

B SCALE: 1:30

DESIGNER:		ROLAND L. ALPINO MECHANICAL ENGINEER		PROJECT TITLE & LOCATION:		OWNER:		NOT FOR CONSTRUCTION THIS DRAWING IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER AND HIS FIRM AND IS TO BE USED ONLY FOR THE PROJECT SPECIFICALLY IDENTIFIED IN THE TITLE OF THIS DRAWING		SHEET CONTENTS:		SHEET NO:	
 RL DESIGN AND CONSTRUCTION		PREP NO: 5006 DATE ISSUED: 07-03-24 DESIGNED BY: JQC		PROPOSED OGGC OFFICE RENOVATION (LOCATION: 40000 BUILDING, KATIPUNAN ROAD, BALAKA, QC)		OFFICE OF THE GOVERNMENT CORPORATE COUNSEL		AS SHOWN		M1 MECHANICAL			
								DESIGNED BY: RL DATE: 08-03-2024		CADD BY: ARBEN CHECK BY: RL		1 2	

ME BRANCH DUCT DETAIL  
F SCALE: NTS


ME FCU CONDENSATE DRAIN DETAIL  
G SCALE: NTS

ME CHILLED WATER CONNECTION DETAILS  
C SCALE: NTS

ME D FAN COIL UNIT MOUNTING DETAILS  
SCALE: NTS

ME PLENUM BOX DETAIL  
E SCALE: NTS

ME DUCT MOUNTING DETAIL  
H SCALE: NTS

<b>DESIGNER:</b>		<b>ROLAND L ALJOP</b> MECHANICAL ENGINEER		<b>PROJECT TITLE &amp; LOCATION:</b>		<b>OWNER:</b>		<b>SHEET CONTENTS:</b>		<b>SHEET NO:</b>	
 RL DESIGN AND CONSTRUCTION		PINC NO. 9968	DATE ISSUED 21-03-24	PROPOSED OGCC OFFICE RENOVATION		OFFICE OF THE GOVERNMENT CORPORATE COUNSEL		AS SHOWN		M2	
		PRC NO. 1061800	ISSUED AT: GC	LOCATION: 27 MANILA BUILDING, NORTHERN ROAD, BALARA, GC				DEFINITION BY: RL DATE: 05/16/2024		CHECKED BY: RL CHECK BY: RL	2      2







GENERAL NOTES:

1. ALL EQUIPMENTS SHALL BE INSTALLED IN APPROXIMATE LOCATION AS SHOWN ON THE PLANS.
2. CONTRACTOR MUST SUBMIT SHOP DRAWINGS INDICATING ACTUAL EQUIPMENT DIMENSION AND OPERATING WEIGHTS, DEVIATIONS AND REVISIONS TO THE PLAN SHALL BE PREPARED TO THE ARCHITECTS FOR REVIEW AND APPROVAL.
3. PIPES SHALL BE PAINTED WITH RED PRIMER, TOP COATED WITH QUICK DRYING ENAMEL (QDE) INTERNATIONAL RED PAINT.
4. IN AREAS WHERE NON-COMBUSTIBLE DROP CEILING WILL BE INSTALLED, USE SEMI-RECESSED PENDENT TYPE SPRINKLER HEADS. FOR AREAS WITHOUT DROP CEILING, OTHERWISE CALLED OPEN OR EXPOSED CEILING, USE UPRIGHT TYPE OF SPRINKLER HEADS.
5. THE MAXIMUM DISTANCE BETWEEN SPRINKLER HEADS SHALL BE 3 METERS. THE MAXIMUM DISTANCE OF A SPRINKLER HEAD TO A WALL OR PARTITION SHALL BE 1.5 METERS.
6. THE MINIMUM DISTANCE OF A PENDENT SPRINKLER HEAD TO THE NEAREST LIGHTING FIXTURE, DIFFUSER, OR ANY CEILING-MOUNTED ACCESSORY SHALL BE AT LEAST 300MM.
7. ALL SPRINKLER HEADS SHALL BE INSTALLED IN AREAS WHERE ITS ACTIVATION WILL NOT BE BLOCKED NOR HINDERED BY EXISTING UTILITIES AND CEILING DESIGN.
8. PROVIDE SPRINKLER HEAD FOR EVERY ENCLOSED AREA.
9. SPRINKLER HEADS SPACED LESS THAN 1.80 M (6 FT) SHALL BE PROVIDED WITH BAFFLES OR DEFLECTORS.
10. ALL PIPES MUST BE SUPPORTED WITH HANGER RODS AND/OR BRACKETS INDEPENDENT FROM CEILING, LIGHTING FIXTURES AND AIR DUCT SUPPORTS. PIPE HANGERS AND SUPPORTS MUST BE PAINTED WITH DOUBLE COAT OF RUST PROTECTIVE PAINT AND SHALL HAVE AN EQUAL INTERVAL OF 1.5 METERS.
11. THE MAXIMUM PIPE DROPPINGS FOR EVERY HANGER SHALL BE 300MM.
12. PROVIDE STEEL PIPE SLEEVES FOR ALL PIPES PENETRATING CONCRETE WALLS AND FLOORS. PIPE PENETRATIONS IN WALLS OR SLABS SHALL BE SEALED WITH FIRE STOP SEALANT AND PLUG.
13. ALL SPRINKLER HEADS SHALL NOT BE PAINTED & CONCEALED.
14. PROVIDE PROPER SIGNAGE FOR ALL FIRE PROTECTION EQUIPMENT.
15. THE SYSTEM SHALL BE TESTED AT 1.5 TIMES THE SYSTEM PRESSURE FOR AT LEAST TWO (2) HRS.

**MATERIAL SPECIFICATIONS:**

FIRE LINES	FIRE LINES SHALL BE BLACK IRON (BLL) PIPES SCHEDULE 40 "STANDARD" CONFORMING TO ASTM A-53 "SUPREME", "SUPERIOR PIPES" BRAND OR APPROVED EQUIVALENT.
SPRINKLER HEADS	ALL SPRINKLER HEADS, (PENDENT, CONCEALED, UPRIGHT, & SIDEWALL) SHALL BE RATED 57C (135F) TO 742C (165F), "QUICK RESPONSE TYPE".
PORTABLE FIRE EXTINGUISHERS	ALL PORTABLE FIRE EXTINGUISHERS (PFE) SHALL BE "ABC" TYPE DRY CHEMICAL, UNLESS OTHERWISE SPECIFIED INSIDE FIRE HOSE CABINETS & COMMON AREAS.

LEGEND & SYMBOLS:

	CROSSMAN/TEEDMAN		- FIRE EXTINGUISHER TO LBS "CLASS ABC"		- UPRIGHT SPRINKLER HEAD "QUICK RESPONSE TYPE"
	BRANCHINI		- PENDENT SPRINKLER HEAD "QUICK RESPONSE TYPE"		- SIDEWALL SPRINKLER HEAD "EXTENDED COVERAGE - QUICK RESPONSE TYPE"

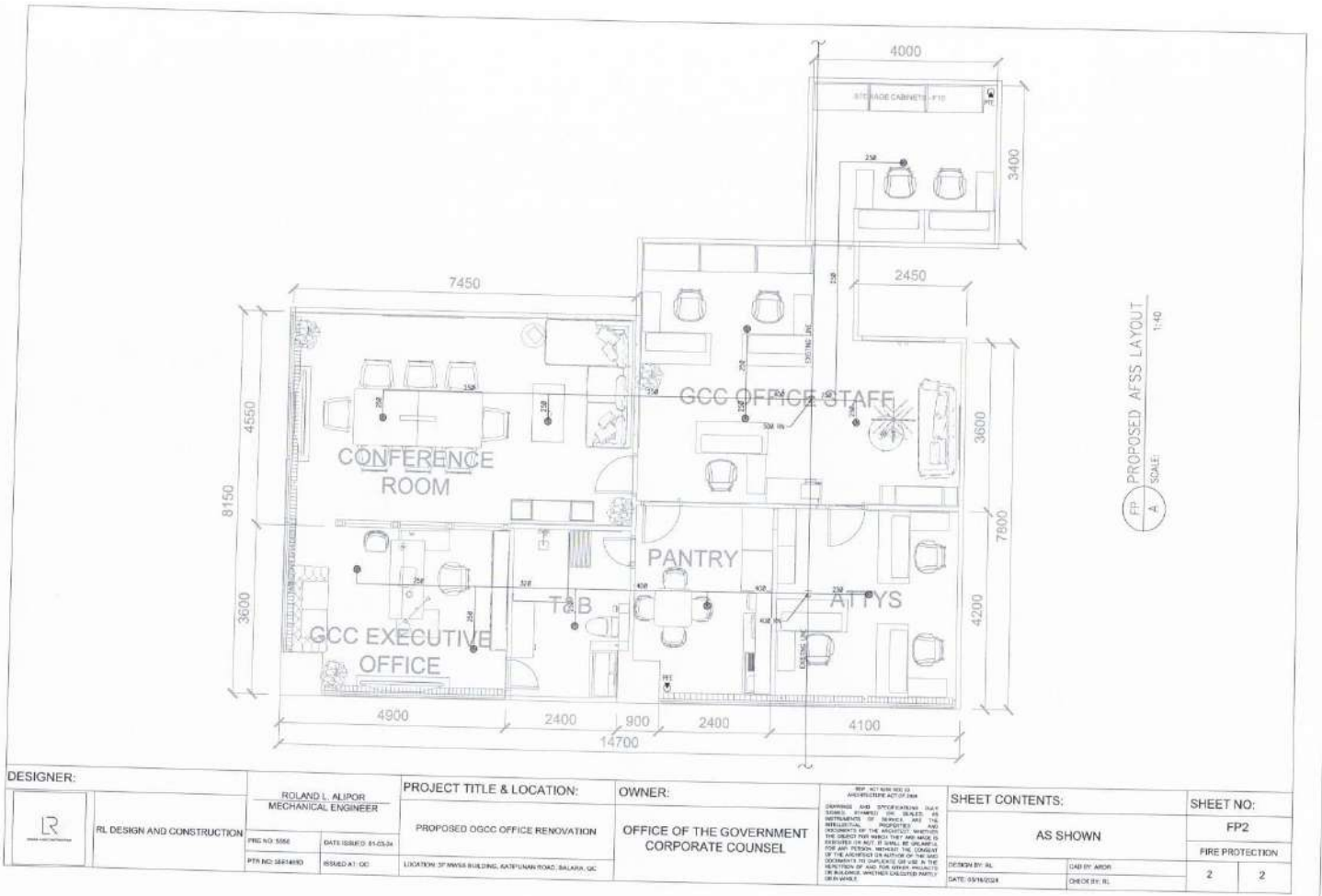
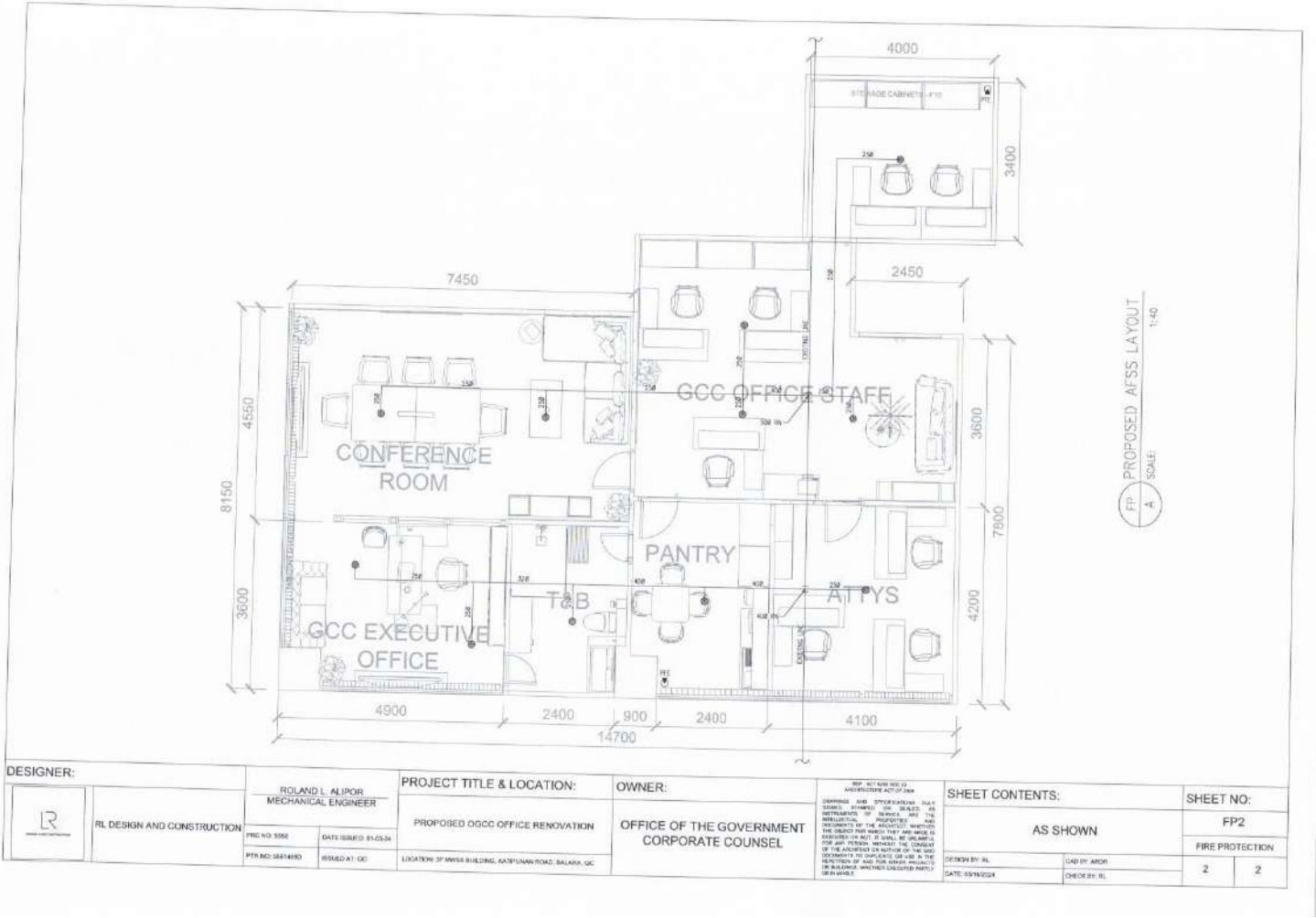
FP TYPICAL SIDEWALL SPRINKLER DETAILS  
8 SCALE: 1/8"

FP TYPICAL PENDENT SPRINKLER DETAILS  
C SCALE

FP TYPICAL UPRIGHT SPRINKLER DETAILS  
D SCALE: 1:50

FP PORTABLE FIRE EXTINGUISHER DETAILS

[illegible]



PROJECT

:

GCC Office Renovation

LOCATION

:

OGCC, 3F MWSS Admin Building, Katipunan Road,

SUBJECT

:

Balara, Quezon City, 1119 Metro Manila

:

Bill of Quantities

GCC OFFICE RENOVATION			
		Qty.	Unit
ARCHITECTURAL, ELECTRICAL WORKS & MECHANICAL WORKS			
A. SITE DEVELOPMENT AND SITE WORKS			
I. Cleaning & hauling-out works		1.00	lot
Dismantling of existing finishes, demolition of existing storage-bathroom partition, dismantling of kitchen counter			
II. MASONRY WORKS			
a 8mm Ficem Board on Light Steel Frame		281.65	sq.m
> GCC Confidential staff partition and replacement of existing wall partitions			
b. Plastering		339.92	sq.m
III. CARPENTRY WORKS AND FURNITURE			
a. F01 Laminated Wood Office Desk with Built in File Drawer 1.5x1.5m w/ mobile pedestal		9.00	sets
b. F02 Solid Wood Executive Desk with Drawers 2.3mx1.1m		1.00	sets
c. F03 Light Grey L-shaped Leather Sofa 1.9x2.7m		1.00	sets
d. F04 Black 2 Seater Leather Sofa .75x1.8m		1.00	sets
e. F05 Wood Center Table .60x1.2m		1.00	sets
f. F06 Solid Wood Conference Table w/ Outlets 2.8x1.2m		1.00	sets
g. F07 Black Mesh Office/Conference Chairs w/ Armrest, w/o Wheels 92x65x55cm		8.00	sets
h. F08 Round End Table 60cm dia		1.00	sets
i. F09 Fire Extinguisher		5.00	sets
j. F10 Modular Wood Bookcase with Half Glass Storage Cabinet		6.00	sets
k. F11 Light Grey 2 Seater Lounge Leather Sofa .80X1.8m		1.00	sets
l. F12 Glass Metal Frame Center Table		1.00	sets



m.	F13 Modern Wood/Metal Display Cabinet .35x1.8m	1.00	sets
n.	F14 Kitchen Counter, Base Cab, and Wall Cab 400x60x90cm	1.00	sets
o.	F15 Wood Metal Frame TV Stand Console Table 30 x 200cm	2.00	sets
p.	F16 Laminated Marine Plyboard T&B Closet 120 x 50 x 210cm	1.00	sets
q.	F17 GCC Modular Laminated Wood Backdrop Cabinet w/ Brass Silver Finish Seal 250 x 35 x 2.7cm w/ safety deposit box	1.00	sets
r	F18 Wood Metal Frame Display Cabinet 40x180x210cm	1.00	sets
s.	F19 4 seater Dining Set	1.00	sets
t.	F20 Black Mesh Swivel Office Chair w/ Armrest, w/ wheels (height adjustable) 106-116x60x62 cm	9.00	sets
u.	F21 Black Leather Executive Chair w/ Armrest (reclinable, height adjustable) 110-120x76x62 cm	1.00	sets
v.	F22 Printer Table Stand w/ Storage Cabinet	1.00	sets
x.	Vertical Shade Window Covering 1.7m height	24.81	lnm
y.	Laminated Overhead Wood Cabinet - wood finish with accessories 380x100cm	1.00	sets
z.	Laminated Overhead Wood Cabinet - wood finish with accessories 300x100cm	1.00	sets
V. FINISHING WORKS			
Floor Finishes			
a.	30x30 Carpet Tile (Conference, Executive Office)	55.75	sqm
b.	20x120cm Wood Tile (Office Staff)	69.81	sqm
c.	60x60 Homogeneous Floor Tile (Pantry, Counter Backsplash)	12.98	sqm
d.	60x60 Homogeneous Floor Tile (Bathroom)	45.54	sqm
Ceiling Finishes			
a.	1/2" thk gypsum board ceiling on 40mm thk x 19mm x 25mm metal furring channel and 1.00mm thk x 12mm thk x 38mm carrying channel spaced at 1.20m o.c.	152.23	sqm
b.	5mm thk Narra Ply drop ceiling on 40mm thk x 19mm x 25mm metal furring channel and 1.00mm thk x 12mm thk x 38mm carrying	22.98	sqm

channel spaced at 1.20m o.c.		
c. Wood Mouldings	26.84	ln.m
Wall Finishes		
a. 25mm thk WPC Fluted Panels	42.18	sqm
VI. PAINTING WORKS		
a. Flatwall latex paint finish		
a.1. Gypsum board ceiling	152.23	sq.m
b. Semi-gloss latex paint finish		
b.1. Boysen Grey Castle or approved equivalent	53.26	sq.m
b.2. Interior/Partition walls	286.30	sq.m
c. Narra Ply Varnish	29.88	sq.m
VII. GLASS AND ALUMINUM WORKS		
a. W-1: 8mm thk tempered 1.0x2.5m glass panel on 50mm x 100mm decorative column	4.00	sets
b. D-1: 8mm thk glass door .90x2.1m	6.00	sets
c. 8mm thk glass bathroom partition 2.7 ln.m x 2m height	1.00	sets
d. OGCC Seal 3D Built-up Signage w/ Backlight and digital printed sticker	2.00	sets
e. Receiving Area Window- Tempered Glass 300x100cm	1.00	sets
VIII. ELECTRICAL WORKS		
a. Panel Board and Circuit Breakers		
a.1. Surface Mounted NEMA 1 Powder Coated Grey with Multi-Terminal Block for Solid ground bus	1.00	set
a.2. Circuit Breakers (refer to load schedule)	12.00	set
b. Lighting, Power Outlets, and Switches		
b.1. 18W White Pinlights	50.00	pcs
b.2. 30W Tricolor Ceiling Lights	5.00	pcs
b.3. Duplex Power Outlet	32.00	pcs
b.4. Special Power Outlet	3.00	pcs
b.5. 1 Gang Switch	1.00	pcs
b.6. 2 Gang Switch	3.00	pcs



b.7. 3 Gang Switch	5.00	pcs
c. Wires and Cables		
c.1 Wires and Cables	1.00	lot
IX. MECHANICAL WORKS		
a. Mechanical works - Ducting works (includes installation of ceiling exhaust for pantry and toilet and bath)		
RSC pipes, pull boxes, G.E. panel boards, Panasonic devices & miscellaneous (brackets and support	1.00	lot
b. Fire protection works		
Quick response pendent, sprinkler head, piping, accessories & miscellaneous (brackets and support)	1.00	lot
X. PLUMBING WORKS		
a. Bathroom and Kitchen Fixtures		
a.1. Toilet - One Piece Water Closet S-Trap, White Ceramic, Top Push Dual Flush	1.00	set
a.2. Basin Sink in White Ceramic w/ Stainless Steel Gooseneck Faucet	1.00	set
a.3 Stainless Steel Kitchen Lavatory	1.00	set
a.4 Stainless Steel 3-in-1 Exposed Shower Set	1.00	set
a.5 Bidet set stainless steel powder coated black with 1.2 m shower hose	1.00	set
a.6 Fixed Bathroom Mirror 80x150cm	1.00	set
a.7 Bathroom Doors-PVC Flush Door w/ Louvers w/ hardware and accessories 60x120cm	1.00	set
a.8 Hollow Core Hidden Door w/ PVC Fluted Panels	1.00	set
a.9 Greasetrap for Pantry	1.00	set
b. Piping and Accessories		
b.1 63mm diameter PVC pipe	30.00	lnm
b.2 4" diameter soil pipe	12.00	lnm
b.3 2" diameter soil pipe	10.00	lnm
b.4 Accessories (gate valves, clean-out, wyes, elbows, P-traps)	1.00	set

