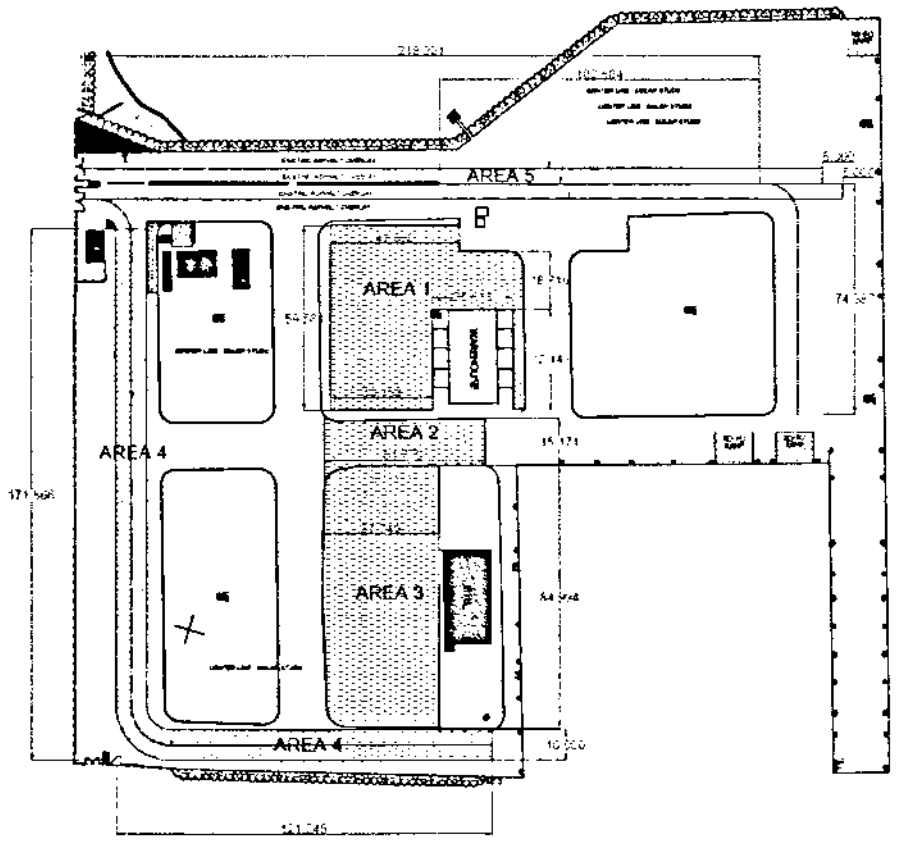
ASPHALT OVERLAY ON BACK-UP AREAS

Port of San Carlos, San Carlos City, Negros Occidental

HO-RM INFRA-AGME 24-012



LEGEND :

- THICKNESS - 75mm.
- THICKNESS - 50mm.

NOTE : DRAINAGE AREA ARE NOT INCLUDED IN ASPHALT OVERLAY

PHILIPPINE PORTS AUTHORITY

PMO-NEGROS OCCIDENTAL/BACOLOD/BANAGO-BREDCO

BID DOCUMENTS

AUGUST 2024

TABLE OF CONTENTS

PAGE

Glossary of Terms, Abbreviations, and Acronyms ..... v-vi

SECTION I INVITATION TO BID 1-2

SECTION II INSTRUCTIONS TO BIDDERS ..... ITB 1-6

1. Scope of Bid 1
2. Funding Information 1
3. Bidding Requirements 1
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices 1
5. Eligible Bidders 2
6. Origin of Associated Goods 2
7. Subcontracts 2
8. Pre-Bid Conference 3
9. Clarification and Amendment of Bidding Documents 3
10. Documents Comprising the Bid: Eligibility and Technical Components 3
11. Documents Comprising the Bid: Financial Component 4
12. Alternative Bids 4
13. Bid Prices 4
14. Bid and Payment Currencies 4
15. Bid Security 4
16. Sealing and Marking of Bids 5
17. Deadline for Submission of Bids 5
18. Opening and Preliminary Examination of Bids 5
19. Detailed Evaluation and Comparison of Bids 5
20. Post Qualification 6
21. Signing of Contract 6

SECTION III BID DATA SHEET ..... BDS 1-2

SECTION IV GENERAL CONDITIONS OF CONTRACT ..... GCC 1-4

1. Scope of Contract 1
2. Sectional Completion of Works 1
3. Possession of Site 1
4. The Contractor's Obligations 1
5. Performance Security 2
6. Site Investigation Reports 2
7. Warranty 2
8. Liability of the Contractor 2
9. Termination for Other Causes 2
10. Dayworks 3
11. Program of Work 3
12. Instructions, Inspections and Audits 3
13. Advance Payment 3
14. Progress Payment 3
15. Operating and Maintenance Manuals 4

SECTION V SPECIAL CONDITIONS OF CONTRACT ..... SCC 1

SECTION VI TECHNICAL SPECIFICATIONS ..... TS 1-7

Item 1: Asphalt Overlay (Surface Course) .....

1.1 General 1
1.2. Scope of Work 1
1.3. Composition and Quality of Bituminous Mixture 1
1.4. Measurement and Payment 2

Item 2: Solar Studs
2.1. General Provisions ... 3
2.2. Measurement and Payment ... 3

Item 3: Project Billboard
3.1.Specification ... 4

Item 4: Safety Signages and Barricades
4.1. Specification ... 7

SECTION VII DRAWINGS (APPROVED PLANS) ... PD 1-3

SECTION VIII BILL OF QUANTITIES AND ATTACHMENTS ... BQ 1-17

1a Bid Summary ... 1-1
1b Bill of Quantities ... 1
2. Annex 1 (Basis of Payments) ... 3
3. Annex 2 (Facilities to be Provided) ... 5
4. Annex 3 (Minimum Equipment Requirements) ... 6
5. Annex 4 (Construction Safety and Health Requirements) ... 7
6. Annex 5 (Minimum Testing Requirements) ... 8

SECTION IX Checklist of Technical and Financial Documents ... CL 1-2

SECTION X BIDDING FORMS ... BF1-21

1. Bid Form ... 1
2. Statement of all On-going Government and Private Contracts, including contracts awarded but not yet started ... 3
3. Statement of the Bidder's Single Largest Completed Contracts (SLCC) Similar to the Contract to be Bid ... 4
4. Experience Record on Similarly Completed Projects ... 5
5. Financial Data ... 6
6. List of Contractor's Personnel ... 7
7. List of Contractor's Equipment Units ... 8
8. Omnibus Sworn Statement for Sole Proprietorship ... 9
9. Omnibus Sworn Statement for Partnership or Cooperative ... 11
10. Omnibus Sworn Statement for Corporation or Joint Venture ... 13
11. Bid-Securing Declaration ... 15
12. Construction Methodology ... 16
13. Manpower Schedule ... 17
14. Equipment Utilization Schedule ... 18
15. Cash Flow by Quarter and Payment Schedule ... 19
16. Contract Agreement ... 20

GLOSSARY OF TERMS, ABBREVIATIONS, AND ACRONYMS

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

BACONG PILIPINAS

PHILIPPINE PORTS AUTHORITY

INVITATION TO BID

FOR THE

ASPHALT OVERLAY ON BACK-UP AREAS, PORT OF SAN CARLOS, SAN CARLOS CITY, NEGROS OCCIDENTAL

The Philippine Ports Authority, through the Corporate Budget of the Authority for CY 2024, intends to apply the sum of **P22,123,894.43** being the Approved Budget for the Contract (ABC) to payments under the contract for the **ASPHALT OVERLAY ON BACK-UP AREAS, PORT OF SAN CARLOS, SAN CARLOS CITY, NEGROS OCCIDENTAL (HO-RM INFRA-AGME 24-012)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Philippine Ports Authority now invites bids for the above Procurement Project. Completion of the Works is required in **Sixty (60) calendar days** from the receipt by the successful bidder of the Notice to Proceed. 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).

Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

Interested bidders may obtain further information from the Philippine Ports Authority Bids and Awards Committee (BAC) and inspect the Bidding Documents at the address given below from 8:00 a.m. to 5:00 p.m., Monday to Friday.

A complete set of Bidding Documents may be acquired by interested Bidders on **10 September 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 **TWENTY FIVE THOUSAND PESOS (P25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

The Philippine Ports Authority's Bids and Awards Committee will hold a Pre-Bid Conference on **18 September 2024 at 10:00 a.m.** at the PPA Function Room, 7th Floor, PPA Bldg., Bonifacio Drive, South Harbor, Port Area, Manila, which shall be open to all prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **02 October 2024 at 8:00 a.m.** Late bids shall not be accepted.

All bids must be accompanied by a bid security in any of the acceptable forms and in amount stated in ITB Clause 16.

Bid opening shall be on **02 October 2024 at 10:00 a.m.** at the 7th Floor, PPA Building, A. Bonifacio Drive, South Harbor, Port Area, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The Philippine Ports Authority 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 of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

- **Required PCAB Registration: SMALL B – Pavement, Railways, Horizontal Structures and Bridges**

For further information, please refer to:

BAC Secretariat, Philippine Ports Authority
5th Floor, PPA Bldg., A. Bonifacio Drive,
South Harbor, Port Area, Manila
Telephone Nos. 8 527-47-35
8 527-83-56 to 83 loc. 539
PPA Website: www.ppa.com.ph
PhilGEPS Website: www.philgeps.gov.ph

MARK JON S. PALOMAR
Chairperson, PPA Head Office Bids and Awards
Committee for Engineering Projects (HO-BAC-EP)

SECTION II

INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The Procuring Entity, ***Philippine Ports Authority*** invites Bids for the ***Asphalt Overlay on Back-up Areas, Port of San Carlos, San Carlos City, Negros Occidental*** with Project Identification Number ***HO-RM INFRA-AGME 24-012.***

The ***Asphalt Overlay on Back-up Areas, Port of San Carlos, San Carlos City, Negros Occidental*** is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

2.1. The ***Philippine Ports Authority*** through the source of funding as indicated below for ***CY2024*** in the amount of **₱ 22,123,894.43**.

2.2. The source of funding is:

PPA Corporate Fund.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

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

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

5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

7.2. 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 videoconferencing/webcasting as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

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

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

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

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 **IB** shall not be accepted.

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

14.2. *Payment of the contract price shall be made in:*

Philippine Pesos.

15. Bid Security

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

15.2. The Bid and bid security shall be valid until **Sixty (60) days from the date set for Bid Opening**. 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 **IB**.

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

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

20. Post Qualification

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

21. Signing of the Contract

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

SECTION III

BID DATA SHEET

Bid Data Sheet

<table>
<tr><td>ITB Clause</td><td colspan="3"></td></tr>
<tr><td>5.2</td><td colspan="3">For this purpose, contracts similar to the Project refer to contracts which have the same Major Categories of Works which shall be:
<table>
<tr><td>Description/Clarification</td><td>Unit of Measure</td><td>Quantity (at least)</td></tr>
<tr><td>1. Asphalt Overlay</td><td>sq.m</td><td>4,024</td></tr>
</table></td></tr>
<tr><td>7.1</td><td>Portion of Works allowed to be subcontracted:

Subcontracting is not allowed</td><td colspan="2">Maximum Percentage allowed to be subcontracted:

Subcontracting is not allowed</td></tr>
<tr><td>10.3</td><td colspan="3">For Joint Venture:

Special PCAB License</td></tr>
<tr><td>10.4</td><td colspan="3">The key personnel must meet the required minimum years of experience set below:
<table>
<tr><td>Key Personnel</td><td>General Experience</td><td>Relevant Experience (Minimum)</td></tr>
<tr><td>a. Project Manager

b. Project Engineer

c. Materials Engineer I

d. Construction Safety and Health Officer

e. Foreman</td><td></td><td>Five (5) years

Three (3) years

One (1) year

One (1) year

Five (5) years</td></tr>
</table></td></tr>
</table>

10.5	*The minimum major equipment requirements are the following:* **Please refer to Section 8, *Annex 3 Minimum Major Equipment Requirements***
12	*Value Engineering Clause:* **Not Allowed**
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 **₱ 442,477.89,** 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 **₱ 1,106,194.72**, if bid security is in Surety Bond.
16	Each bidder shall submit one (1) original and six (6) copies of the Technical and Financial Proposals, properly labeled, book-bound, with hard cover and corresponding index tabs. Failure to comply with the requirements is grounds for the automatic disqualification of the bidder.
19.2	Partial bids: **Not Allowed**
20	*Other appropriate licenses and permits required:* **None**
21	*Other contract documents are as follows:* *Construction Schedule and S-Curve, Manpower Schedule, Construction Methods, Equipment Utilization Schedule, Construction Safety and Health Program approved by the Department of Labor and Employment, and PERT/CPM or other acceptable tools of project scheduling.*

SECTION IV

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

4.1. 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.

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

4. The Contractor's Obligations

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

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

5. Performance Security

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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

7. Warranty

7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC.**

15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

SECTION V

SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

GCC Clause	
2	*Sectional Completion:* **None**
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor upon commencement of the project.
6	*Site Investigation Report:* **None**
7.2	*Permanent structures: Fifteen (15) years* Buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures
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 ____ days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is _____.
13	The provision on advance payments or mobilization fees in the terms and conditions of all contracts/ purchase orders/ job orders for goods, services and infrastructure projects that will be signed or executed shall henceforth be excluded.
14	No further instructions.
15.1	The date by which operating and maintenance manuals are required is _____. The date by which "as built" drawings are required is _____.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is _____.

SECTION VI

TECHNICAL SPECIFICATIONS

ITEM 01 : ASPHALT OVERLAY (SURFACE COURSE)

GENERAL

General Requirements contain provisions and requirements essential to these specifications and apply to this Section, whether or not referred to herein.

SCOPE OF WORK

The work shall consist of constructing a bituminous concrete surface course composed of aggregates, mineral filler, and bituminous material mixed in a central plant, constructed and hot laid on the prepared base in accordance with this Specification and in conformity with the lines, grades, thickness and typical cross section shown on the plans.

COMPOSITION AND QUALITY OF BITUMINOUS MIXTURE

The bituminous mixture shall be composed of aggregate, mineral filer, hydrated lime, and bituminous material.

At least three weeks prior to production, the Contractor shall submit in writing a job-mix formula for each mixture supported by laboratory test data along with samples and sources of the components and viscosity-temperature relationships information to the Engineer for testing and approval.

Each job-mix formula substitute shall propose definite single values for:

a. The percentage of aggregate passing each specified sieve size.
b. The percentage of bituminous material to be added.
c. The temperature of the mixture delivered on the road.
d. The kind and percentage of additive to be used.
e. The kind and percentage of mineral filler to be used.

Should a change in source of material be proposed or should a job-mix formula prove unsatisfactory, a new job-mix shall be submitted by the Contractor in writing and be approved by the Engineer prior to production.

Approval of a new job-mix formula may require laboratory testing and verification.

The mixture shall have a minimum dry compressive strength of 1.4 MPa (200psi).

The mixture shall have a mass percent air voids with the range of 5 to 7.

The mixture shall also have an index of retained strength of not less than 701 when tested by AASHTO T 165. For aggregates having maximum sizes of 25 mm (1 inch), T 165 will be modified to use 150 mm x 150 mm (6 x 6 inches) cylindrical specimens. The 150 mm (6 inch) cylinders will be compacted by the procedures outlined in AASHTO T 167 modifies to employ 10 repetitions of a molding load of 9.6 MPa (1400 psi), with appreciable holding time after each application of the full load.

MEASUREMENT AND PAYMENT

1. The area to be paid for under this Section shall be the number of sq.m. of asphalt pavement placed, compacted, and accepted based on the thickness and density of the cores taken.

2. The accepted quantity, measured as prescribed above shall be paid for at the contract unit price and payment shall be full compensation for furnishing all materials, handling, mixing, placing, rolling, compacting, labor, equipment, tools, and incidentals to complete this Section.

ITEM 02 : SOLAR STUDS

GENERAL PROVISIONS

The internally illuminated (solar) pavement levelled markers/studs shall be either mono-directional or uni-directional, bi-directional or omni-directional.

The reinforced body case shall be made of aluminum die cast with adequate webbing to ensure a firm key to the road when installed. The protective upper cup or security ring shall be made of aluminum die cast with a minimum of five (5) stainless steel safety locks.

The internal circuit module shall be detachable from the reinforced body case for easy maintenance and shall be made of impact and abrasion resistant polycarbonate material which is tightly sealed with its body having an Ingress Protection (IP) 68 rating (dust and water resistant) based from IEC 60529, Degrees of protection provided by enclosures (IP Code).

The internally illuminated (solar) pavement leveled markers/studs shall conform to the applicable requirements of EN 55015, Limits and Methods of Measurement of Radio Disturbance Characteristics of Electrical Lighting and Similar Equipment, and EN 61547, Equipment for General Lighting Purposes - EMC Immunity Requirements. The certified true copy of the said test results shall be issued by the manufacturer to the Contractor reiterating the current date of certification and must be submitted to the Engineer before doing the installation work.

The solar cell and the rechargeable battery shall be of the latest technology and shall be able to last for at least 3 days of LED runtime with a 12 hour per day discharge criteria on one (1) full charge. The light-emitting diode (LED) shall have luminous intensity varying depending on the color (yellow, white, red, green, and blue). For yellow and white, the minimum luminous intensity values expressed in millicandela (mcd) is shown in Table 607(3).1. The LED shall have an output frequency of either steady or flashing.

Table 607(3).1 Luminous Intensity Properties

Luminance Intensity (mcd)	Color	
	Yellow	White
Vertical angle 0.2° / Horizontal angle 0°	350	400
Vertical angle 0.3° / Horizontal angle +5°	200	200
Vertical angle 0.3° / Horizontal angle -5°	200	200
Vertical angle 1.0° / Horizontal angle +10°	100	100
Vertical angle 1.0° / Horizontal angle -10°	100	100

MEASUREMENT AND PAYMENT

The quantity of internally illuminated (solar) pavement leveled markers/studs to be paid for shall be the number of internally illuminated (solar) pavement leveled markers/studs of mono-directional or uni-directional type, bi-directional type and omni-directional type, whichever is called for in the Contract, installed complete and accepted.

ITEM 03 : PROJECT BILLBOARD

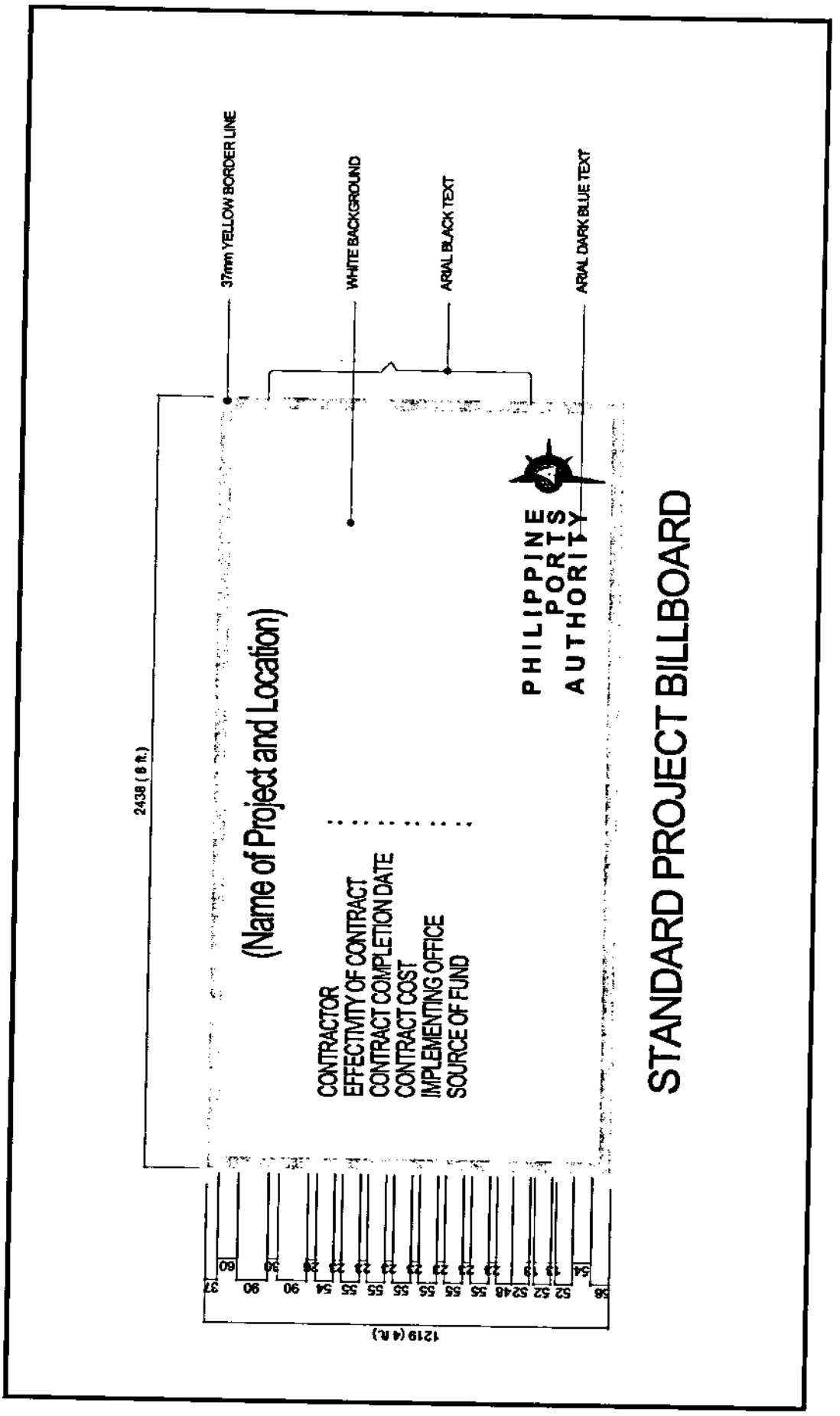
SPECIFICATION

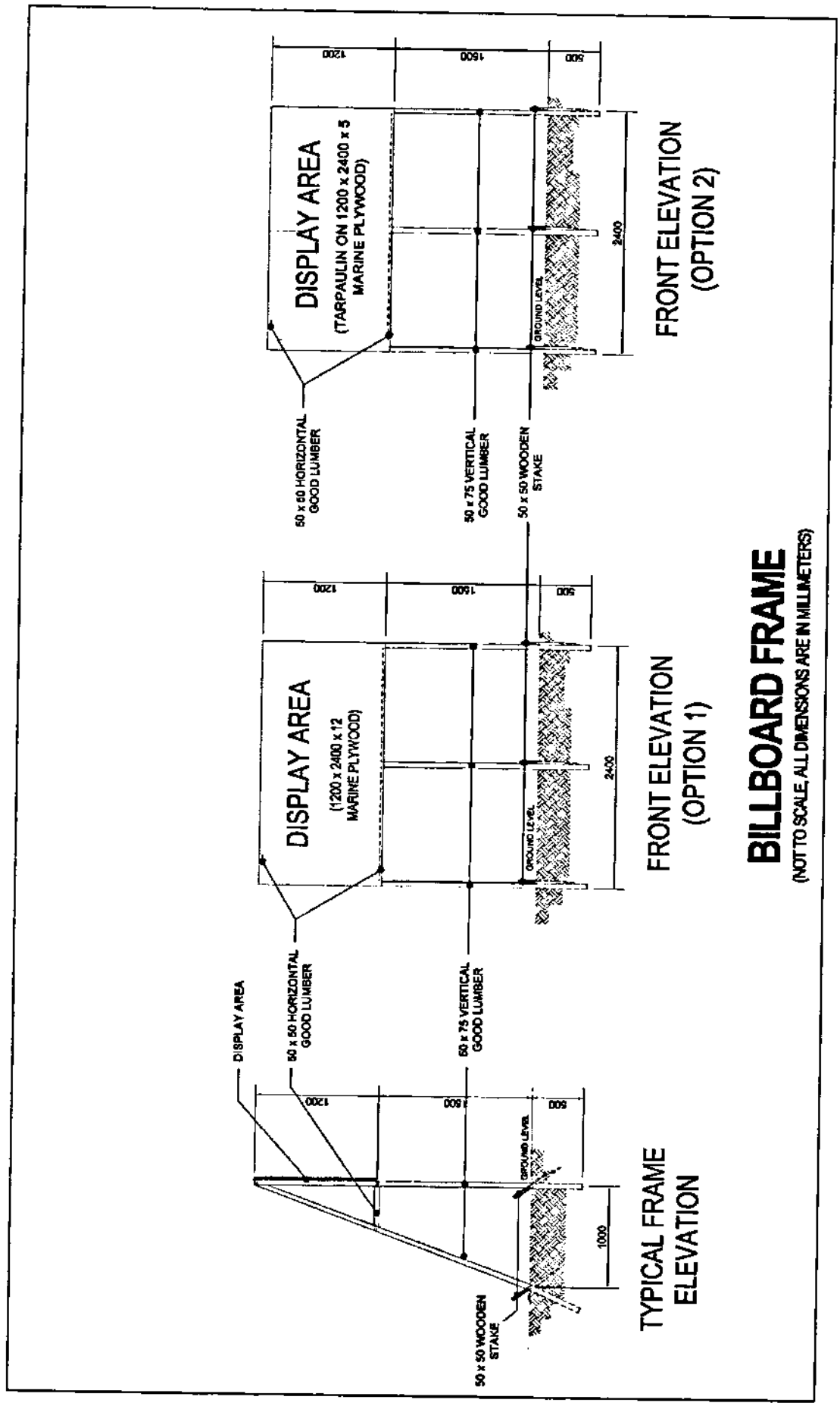
The Project Billboard shall be installed at location(s) designated by the Engineer.

The size and specifications of materials for the standard billboard shall be 4ft. x 8ft. (1,200mm x 2,400mm) using ½ inch (12mm) marine plywood or tarpaulin poster on 3/16 inch (5mm) marine plywood.

Project billboards shall not contain Name(s) and/or picture(s) of any personages.

See attached drawings for further details of the standard billboard.


STANDARD PROJECT BILLBOARD
PHILIPPINE PORTS AUTHORITY
(Name of Project and Location)
CONTRACTOR
EFFECTIVITY OF CONTRACT
CONTRACT COMPLETION DATE
CONTRACT COST
IMPLEMENTING OFFICE
SOURCE OF FUND
37mm YELLOW BORDER LINE
WHITE BACKGROUND
ARIAL BLACK TEXT
ARIAL DARK BLUE TEXT
2438 (8 ft.)
1219 (4 ft.)


BILLBOARD FRAME
(NOT TO SCALE, ALL DIMENSIONS ARE IN MILLIMETERS)
FRONT ELEVATION
(OPTION 2)
DISPLAY AREA
(TARPAULIN ON 1200 x 2400 x 5
MARINE PLYWOOD)
50 x 50 HORIZONTAL
GOOD LUMBER
50 x 75 VERTICAL
GOOD LUMBER
50 x 50 WOODEN
STAKE
GROUND LEVEL
2400
1200
1600
500
FRONT ELEVATION
(OPTION 1)
DISPLAY AREA
(1200 x 2400 x 12
MARINE PLYWOOD)
TYPICAL FRAME
ELEVATION
DISPLAY AREA
1000

ITEM 04 : SAFETY SIGNAGES AND BARRICADES

DESCRIPTION

This work includes the furnishing and installing of safety signages and barricades in accordance with the specifications and to the details shown below in the drawings, or as directed by the Engineer.

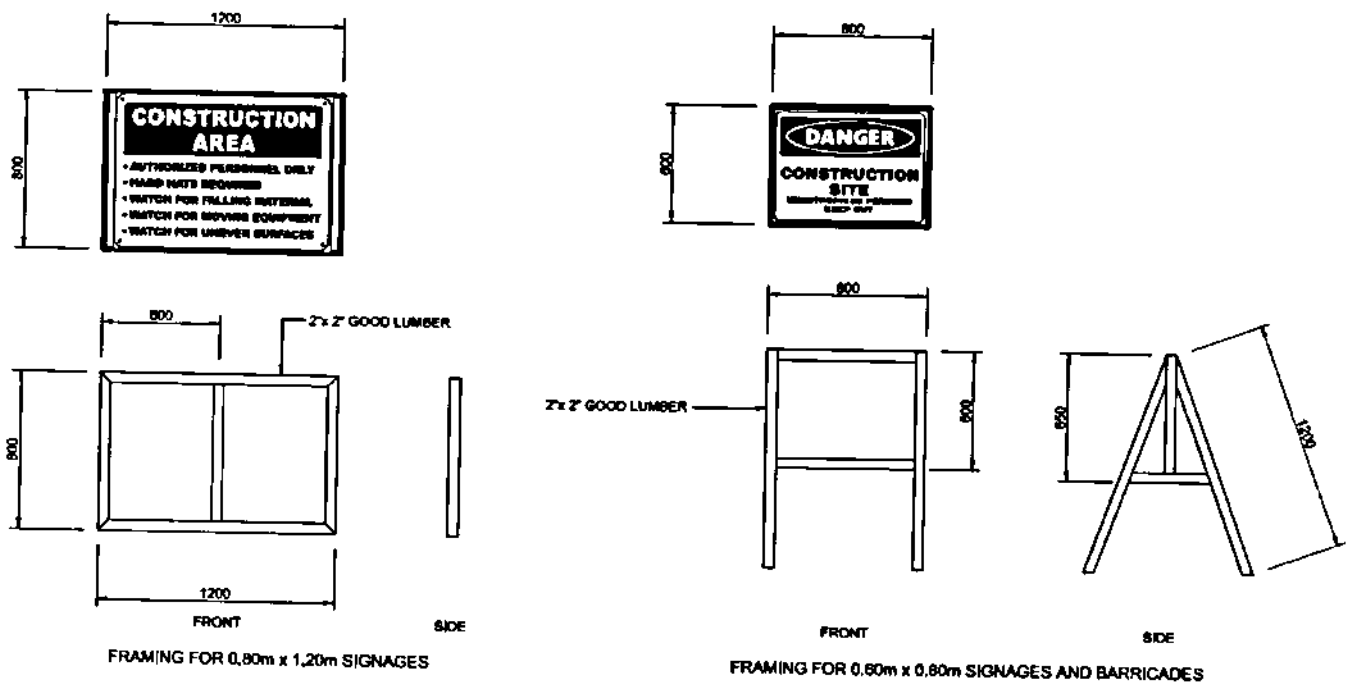
SPECIFICATION

The Signage's and Barricades shall be installed at location(s) designated by the Engineer.

The sizes of the standard signages shall be 2-2/3ft x 4ft (800mm X 1,200mm) for fixed type and 2ft x 2–2/3ft (600mm x 800mm) for mobile type. For barricade standard 2ft x 2–2/3ft (600mm x 800mm) shall be provided.

The materials to be used for signages and barricades are ½ inch (12mm) marine plywood or tarpaulin poster on 2" x 2" (50mm x 50mm) good lumber frame (see drawing below).

The printing or painting shall be the discretion of the Engineer.



STANDARD PLAN FOR SIGNAGES AND BARRICADES

SECTION VII

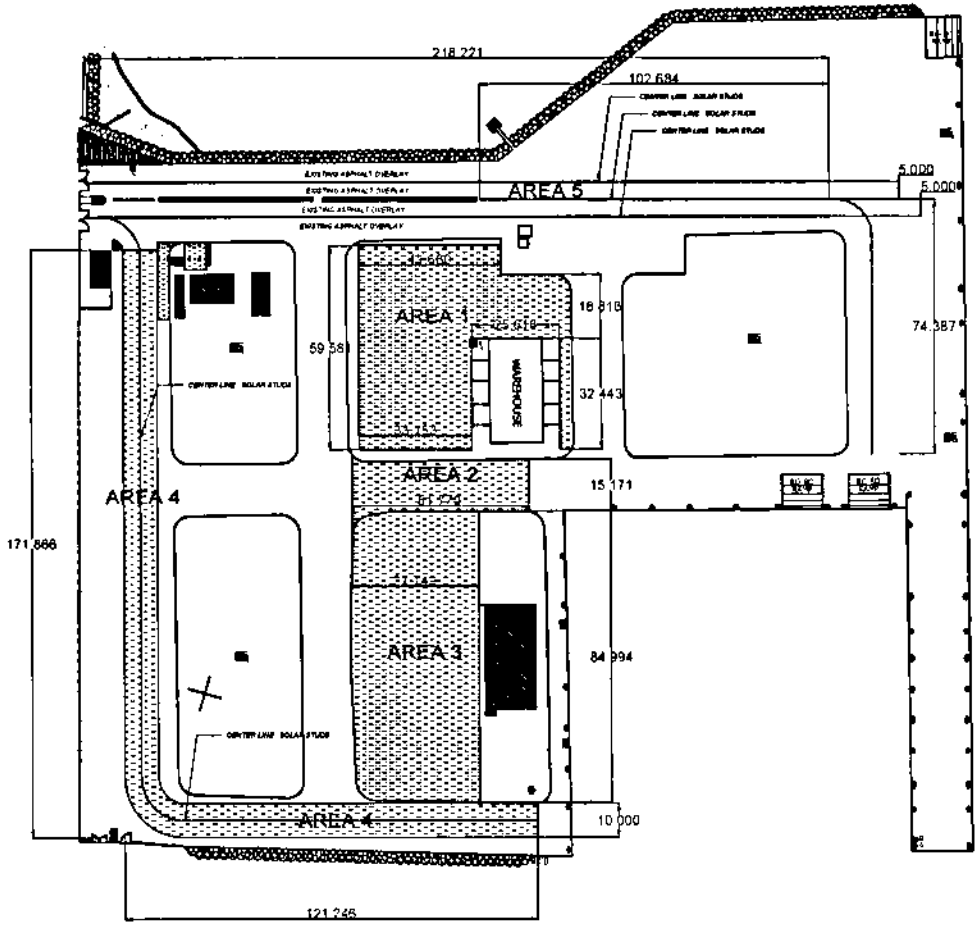
DRAWINGS
(APPROVED PLANS)

SECTION VII

DRAWINGS AND APPROVED PLANS
(SEE ISSUED APPROVED PLANS)

LIST OF DRAWINGS:

Sheet 1 of 2	-	San Carlos Port Detail
Sheet 2 of 2	-	Solar Studs, Road Marking Area, Typical Pavement Sections



LEGEND :

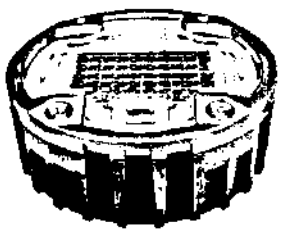
THICKNESS - 75mm.

THICKNESS - 50mm.

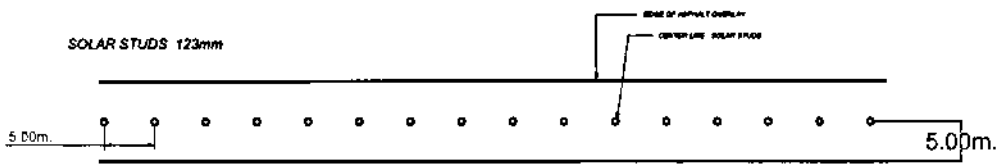
NOTE : DRAINAGE AREA ARE NOT INCLUDED IN ASPHALT OVERLAY

SAN CARLOS PORT DETAIL

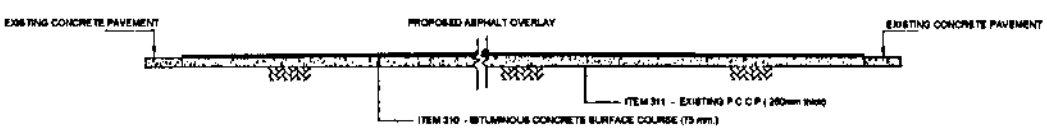
PHILIPPINE PORTS AUTHORITY PMO-NBB	PROJECT TITLE: *ASPHALT OVERLAY ON BACK-UP AREA*	ACAD BY: NIMROD KRISTIP. BAUTISTA	PREPARED BY: JAIROME ROSARIO, Senior Engineer A	SUBMITTED BY: RACHEL R. ARCEO, Acting EED Manager A	APPROVED BY: ENGR. RODEL G. LAGMAY, Acting Port Manager	SHEET CONTENTS: As Indicated On Plan	SHEET NUMBER: 1
	LOCATION: PORT OF SAN CARLOS, SAN CARLOS CITY NEG. OCC.	DATE:				DATE APPROVED:	PAGE NUMBER: 1 2





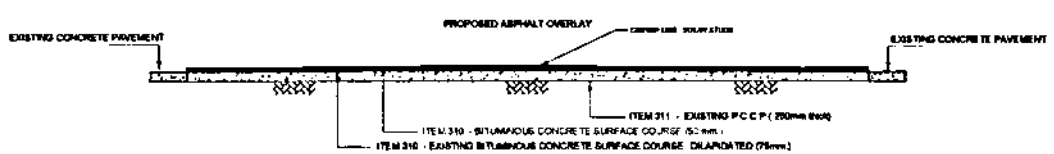


ROAD MARKING DETAIL AREA 4&4



TYPICAL PAVEMENT SECTION (AREA 1-3)

SCALE NTS



TYPICAL ROADWAY SECTION (AREA 4)

SCALE NTS

PHILIPPINE PORTS AUTHORITY PMO-NBB	PROJECT TITLE: *ASPHALT OVERLAY ON BACK-UP AREA*	ACAD BY:	PREPARED BY:	SUBMITTED BY:	APPROVED BY	SHEET CONTENTS:	SHEET NUMBER:
	LOCATION: PORT OF SAN CARLOS, SAN CARLOS CITY NEG. OCC.	NIMROD KHOTI P. BAUTISTA Computer Operator A	JAIME D. ROSARIO Senior Engineer A	RICHEL R. ARGEO Acting EBD Manager	ENGR. ROMEL G. LAGMAY Acting PMO Manager	as shown on plan	2
		DATE:				DATE APPROVED:	PAGE NUMBER: 2 2

SECTION VIII

BILL OF QUANTITIES and ATTACHMENTS

BID SUMMARY

ASPHALT OVERLAY ON BACK-UP AREAS

PORT OF SAN CARLOS, SAN CARLOS CITY, NEGROS OCCIDENTAL

NO.	DESCRIPTION OF WORK	AMOUNT (Pesos)
BILL NO. 1	GENERAL EXPENSES	
BILL NO. 2	ASPHALT OVERLAY	
	BID PRICE	-

Name of Firm	Name of Bidder/Authorized Representative (Signatory's Legal Capacity)	Date

Philippine Ports Authority
PPA Building, Bonifacio Drive,
South Harbor, Port Area, Manila

BILL OF QUANTITIES

ASPHALT OVERLAY ON BACK-UP AREAS
SAN CARLOS PORT, SAN CARLOS CITY, NEGROS OCCIDENTAL

NO. (1)	DESCRIPTION OF WORKS (2)	UNIT (3)	QUANTITY (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4 X 5)
Bill No. I	GENERAL EXPENSES				
1.01.	Mobilization/Demobilization and Clearing	lot	1.00		
1.02.	Provide Safety and Health Program	mo.	2.00		
1.03.	Provide Temporary Facilities for the Engineer and Staff (Rental)	mo.	2.00		
	TOTAL AMOUNT FOR BILL NO. I				P

Name/Signature of Authorized Signing Official

Philippine Ports Authority
PPA Building, Bonifacio Drive,
South Harbor, Port Area, Manila

BILL OF QUANTITIES

ASPHALT OVERLAY ON BACK-UP AREAS
SAN CARLOS PORT, SAN CARLOS CITY, NEGROS OCCIDENTAL

NO. (1)	DESCRIPTION OF WORKS (2)	UNIT (3)	QUANTITY (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4 X 5)
Bill No. II	ASPHALT OVERLAY				
2.01.	Supply and Place Bituminous Tack Coat	m. ton	3.25		
2.02.	Supply and Place Bituminous Pavement Surface Course on Concrete Pavement (75mm thick) and Existing Asphalt (50mm)	sq.m.	8,047.60		
2.03.	Supply and Install Solar Road Studs	set.	135.00		
	TOTAL AMOUNT FOR BILL NO. II.				P

_____
Name/Signature of Authorized Signing Official

BASIS OF PAYMENT FOR WORK ITEMS INCLUDED IN THE PROPOSAL

The work items included in the proposal and the basis of payments are as follows:

BILL NO. 1

GENERAL EXPENSES

Item 1.01 Mobilization/Demobilization and Clearing

The quantity to be paid for shall be the minimum equipment requirement enumerated in the bid documents mobilized, demobilized and cleaning of the site and accepted by the Engineer. The contract lump sum price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to mobilize and demobilize all the minimum equipment requirement enumerated in the bid documents including cleaning of the site. Fifty percent (50%) of the total amount shall be payable after the mobilization activity while the remaining (50%) payable after demobilization and cleaning.

Item 1.02 Provide Safety and Health Program

The quantity to be paid for shall be the actual implementation of construction safety and health program and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the implementation of the Construction Safety and Health Program, as required and approved by the Department of Labor and Employment (DOLE).

Item 1.03 Provide Temporary Facilities for the Engineer and Staff (Rental)

The payment construction of temporary facilities shall consist and include the installation/construction of communication facilities, electricity and water supply lines and fixtures, sanitary, temporary roads (if necessary) and security facilities for safety and health measures. The payment for this item also include the installation/construction of bodega wherein materials and tools shall be stored and temporary buildings for the project office space requirements necessary for the efficient execution of the works

BILL NO. 2

ASPHALT OVERLAY

Item 2.01 Supply and Place Bituminous Tack Coat

Payment shall be made at the contract unit price per metric ton for emulsified asphalt tack coat. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and applying the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item 2.02 Supply and Place Bituminous Pavement Surface Course on concrete Pavement(75mm thick) and Existing Asphalt (50mm)

Payment shall be made at the contract unit price per square meter of emulsified asphalt tack. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and applying the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item 2.03 Supply and Install Solar Road Studs

Payment shall be made at the contract unit price per set for the supply and installation of Solar Road Studs. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and applying the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

FACILITIES TO BE PROVIDED FOR THE ENGINEER & HIS STAFF

RENTAL OF SITE OFFICE AND RESIDENCE FOR THE ENGINEER & STAFF

The Contractor shall provide a temporary site office and residence (rental) with an area of at least 48 square meters for use of the Engineer and his staff for the whole duration of the project.

MINIMUM EQUIPMENT REQUIREMENTS

1	unit/s	Asphalt Distribution, 10ft. Wide (5 ton), owned/leased
1	unit/s	Power Broom, owned/leased
1	unit/s	Asphalt Paver (80Hp.) NF220BII VDM, owned/leased
1	unit/s	Pneumatic Roller (10 m.T), owned/leased
1	unit/s	Tandem Steel Roller (10.1 m.T.) CC421, owned/leased
1	unit/s	Water Truck/Pump(16000L), owned/leased
1	unit/s	Dumptruck (fuel and oil) ,owned/leased
1	unit/s	Coring Machine, owned/leased

CONSTRUCTION SAFETY AND HEALTH REQUIREMENT

The Contractor shall implement the construction safety and health program in accordance with the applicable provisions of the Occupational Safety and Health Standards (OSHS) of the Department of Labor and Employment (DOLE).

The Contractor, subject to the approval of the Engineer shall provide and maintain throughout the duration of the contract a medical room with at least 15 square meters together with all necessary supplies to be sited in the Contractor's main area.

The Contractor shall provide the following minimum requirements:

L A B O R

1	no.	Safety Engineer / Officer
1	no.	Nurse / First Aider

EQUIPMENT / MATERIALS

Personnel Protective Equipment

10	pcs.	Safety Gears (Helmets, shoes, belts, gloves, etc.)
1	lot	Face shield, Mask, Safety Glasses

Safety Devices

1	lot	Safety Devices (barricades, warning signs & other appropriate tools)

Medical and First Aid System - Two (2) mos.

NOTE:

The Contractor shall provide the above-cited minimum construction safety and health requirements or as required by the Engineer.

PPA MEMORANDUM CIRCULAR
No 02
Series of 2016
Attachment

REVISED SCHEDULE OF MINIMUM TEST REQUIREMENTS OF CONSTRUCTION MATERIALS FOR PPA INFRASTRUCTURE PROJECTS

Materials/Items of Work	*Required Tests*	*Minimum Incremental Frequency of Tests*
I. Construction of Pier/Wharf, Platform and Ramp		
Structural Concrete (SC)		
A Portland Cement	Quality Test	For every 2,000 bags (40kg) or fraction thereof
B Fine Aggregate	Quality Test for Grading, Elutriation (wash), Bulk Specific Gravity, Absorption, Mortar Strength, Soundness, Organic Impurities, Unit Weight, % Clay Lumps and Shale	For every 1,500 cubic meter or fraction thereof
C Coarse Aggregate	Quality Test for Grading, Bulk Specific Gravity, Absorption and Abrasion	For every 1,500 cubic meter or fraction thereof
D Water	Certificate from the Engineer or Quality Test for Density and Chloride Content	One per source
E Steel Bars	Mill Certificate and Quality Test for Chemical Composition and Mechanical Properties	For every 10,000 kg or fraction thereof
F Concrete	Compressive Strength on cylinder samples	1 set consisting of 3 concrete cylinder samples shall be taken from each day's pouring and to represent not more than 75 cu m of concrete or fraction thereof
	Slump Test	For every mix
G Admixture and Concrete Curing Materials	Quality Test	One per shipment
Piling (P)		
A Concrete Piles	Fabrication Report	One per fabrication
1 Concrete	Same test as for SC (F)	Same frequency as SC (F)
2 Steel Bars	Same test as for SC (E)	Same frequency as SC (E)
3 High Tension Strand	Test for Chemical Composition and Mechanical Properties	For every 20000kg or fraction thereof

Materials/Items of Work	Required Tests	Minimum Incremental Frequency of Tests
4 Coarse Aggregates	Same Test as for SC (C)	Same frequency as SC (C)
5 Fine Aggregates	Same Test as for SC (B)	Same frequency as SC (B)
B Steel Pipe Piles	Fabrication Report, Mill Certificate and Quality Test for Chemical and Mechanical properties	One per fabrication
1 Steel	Chemical Composition (refer below)	
	- Under 14" (355 60mm) Outside Diameter	2 from 200 pipe of fraction thereof
	- 14" to 36" (355 6 to 914mm) Outside Dia	2 from 100 pipe or fraction thereof
	- Over 36" (914mm) Outside Diameter	2 from 3000ft (914m) or fraction thereof
	Mechanical/Tensile	One (1) tension test shall be made on one length or fraction thereof of each size, or one piece of skelp representing each lot of 200 lengths or fraction thereof of each size
2 Polyurethane Coating	Mill Certificate and Quality Test	One per fabrication
3 Concrete	Same test as for SC (F)	Same frequency as SC (F)
4 Fine Aggregate	Same test as for SC (B)	Same frequency as SC (B)
5 Coarse Aggregate	Same test as for SC (C)	Same frequency as SC (C)
6 Steel Bars	Same Test as SC (E)	Same frequency as SC (E)
7 Water	Same Test as SC (D)	Same frequency as SC (D)
Rubber Dock Fenders (RDF)	Physical Test	All units
	Performance Test for Energy Absorption and Reaction Force	All units
Accessories		
Washer and Fixing Bolt, Anchor Bolt	Physical Test	All units
	Quality Test for Chemical Composition and Mechanical Properties	One per fabrication

Materials/Items of Work	*Required Tests*	*Minimum Incremental Frequency of Tests*
Mooring Bollard (MB) and Accessories (Hexagon Nuts, Plain Washer, Anchor Ring and Anchor Bolt)	Physical Test Quality Test for Chemical Composition and Mechanical Properties	All Units One per fabrication
II. Construction of Back-Up Area, Causeway and Pavement		
Sheet Piling (SP)		
A Concrete Sheet Piles		
1 Concrete	Same test as for SC (F)	Same frequency as SC (F)
2 Steel Bars	Same test as for SC (E)	Same frequency as SC (E)
3 High Tension Strands	Same test as for P (A 3)	Same frequency as P (A 3)
4 Fine Aggregates	Same test as for SC (B)	Same frequency as SC (B)
5 Coase Aggregates	Same Test as for SC (C)	Same frequency as SC (C)
B Steel Pipe Piles		
1 Steel	Same test as for P (B1)	Same frequency as P (B1)
2 Concrete	Same test as for SC (F)	Same frequency as SC (F)
3 Fine Aggregate	Same test as for SC (B)	Same frequency as SC (B)
4 Steel Bars	Same test as for SC (E)	Same frequency as SC (E)

Materials/Items of Work	***Required Tests***	***Minimum Incremental Frequency of Tests***
Rocks	Test for Apparent Specific Gravity and Abrasion	For every 1,500 cubic meter or fraction thereof
Geotextile Filter	Physical and Mechanical Test Mill Certificate	One per batch One per batch
Sand and Gravel Fill	Quality Test for Organic Impurities and Grading	For every 1,500 cubic meter or fraction thereof
Selected Fill	Quality Test for Grading, Plasticity and Laboratory Compaction Test Laboratory California Bearing Ratio (CBR) Field Density Test	For every 1,500 cubic meter or fraction thereof For every 2,500 cubic meter or fraction thereof For every layer of 150mm of compacted depth at least one group of three In-situ density test for every 500 sq m or fraction thereof
Aggregate Base Course	Quality Test for Grading and Plasticity Quality Test for Grading, Plasticity, Abrasion and Laboratory Compaction Test Laboratory California Bearing Ratio (CBR) Field Density Test	For every 300 cubic meter or fraction thereof For every 1,500 cubic meter or fraction thereof Same frequency as Selected Fill Same frequency as Selected Fill
Portland Cement Concrete Pavement (PCCP) A Portland Cement B Fine Aggregate C Coarse Aggregate D Water E Steel Bars (Dowels) F Joint Filler	 Same test as for SC (A) Same test as for SC (B) Same test as for SC (C) Same test as for SC (D) Same test as for SC (E) Quality Test	 Same frequency as SC (A) Same frequency as SC (B) Same frequency as SC (C) Same frequency as SC (D) Same frequency as SC (E) One (1) per shipment

Materials/Items of Work	***Required Tests***	***Minimum Incremental Frequency of Tests***
G Admixture and Concrete Curing Material	Same test as for SC (G)	Same frequency as SC (G)
H Concrete	Same test as for SC (F)	Same frequency as SC (F)
	Flexural Test	3 beam samples for every 330 sq m or fraction thereof
I Completed Pavement	Core Test	1 set (3 specamen) for every 2,500 sq m and fraction thereof
Interlocking Concrete Blocks		
A Cement	Same test as for SC (A)	Same frequency as SC (A)
B Fine Aggregate	Same test as for SC (B)	Same frequency as SC (B)
C Coarse Aggregate	Same test as for SC (C)	Same frequency as SC (C)
D Water	Same test as for SC (D)	Same frequency as SC (D)
E Admixture & Concrete Curing Materials	Same test as for SC (G)	Same frequency as SC (G)
F Completed Blocks	Physical Test and Compressive Strength	6 blocks per day of fabrication
Cement Treated Base Course (CTB)		
A Portland Cement	Same test as for SC (A)	Same frequency as SC (A)
B Fine & Coarse Aggregates	Quality Test for Grading, Abrasion and Soundness	For every 1,500 cubic meter or fraction thereof
C Water	Same test as for SC (D)	Same frequency as SC (D)
D Completed CTB	Field Density Test	For every layer of 150mm of compacted depth at least one group of three In-situ density test every 500 sq m or fraction thereof
Retaining Wall/Coping Wall/RC Curb/RC Ditch/Shear Key/Concrete Blocks\Lean Concrete		
A Portland Cement	Same test as for SC (A)	Same frequency as SC (A)
B Fine Aggregate	Same test as for SC (B)	Same frequency as SC (B)

Materials/Items of Work	***Required Tests***	***Minimum Incremental Frequency of Tests***
C Coarse Aggregates	Same test as for SC (C)	Same frequency as SC (C)
D Water	Same test as for SC (D)	Same frequency as SC (D)
E Steel Bars	Same test as for SC (E)	Same frequency as SC (E)
F Admixture and Concrete Curing	Same test as for SC (G)	Same frequency as SC (G)
G Concrete	Same test as for SC (F)	Same frequency as SC (F)
Tie Rod		
A Steel	Same test as for SC (E)	One per batch
B Assembly	Performance Test (Tension)	One per batch
Tie Bars and Dowels	Same test as for SC (E)	For every 10,000 kg or fraction thereof per Tie bars and Dowels
Pipe Culverts and Storm Drains		
A Pipes	Test for Strength, Absorption and Physical	For every 50 pieces
B Mortar or Joint	Same Test as for SC (A,B and D) Alternative Test Same test as for SC (F) and Inspection Report	For every 25 pieces
Concrete Hollow Blocks		
A Portland Cement	Same test as for SC (A)	Same frequency as SC (A)
B Fine Aggregates	Same test as for SC (B)	Same frequency as SC (B)
C Water	Same test as for SC (D)	Same frequency as SC (C)
D Concrete	Same test as for SC (F)	Same frequency as SC (F)
E Completed CHB	Quality Test	One for every 500 pieces or fraction thereof
Construction Joints (CJ)		
A Angle Bars	Test for Physical and Mechanical Properties	One per batch
B Steel Bars	Same test as for SC (E)	One per batch
C Zinc (Hot Dip Galvanizing) Coatings	Physical Test for Appearance, Stripping, Weighing, Adherence and Adhesion	All units
	Coating Thickness Magnetic Thickness Measurement	1 set (3 specimen) for every 100,000 sq mm or fraction thereof

Materials/Items of Work	Required Tests	Minimum Incremental Frequency of Tests
Sacked Concrete		
A Cement	Same test as for SC (A)	Same frequency as SC (A)
B Fine Aggregates	Same test as for SC (B)	Same frequency as SC (B)
C Coarse Aggregates	Same test as for SC (C)	Same frequency as SC (C)
D Water	Same test as for SC (D)	Same frequency as SC (D)
E Concrete	Same test as for SC (F)	Same frequency as SC (F)
F Sack (jute)	Physical Test	One for every 50 pieces
Rubble Concrete		
A Cement	Same test as for SC (A)	Same frequency as SC (A)
B Fine Aggregates	Same test as for SC (B)	Same frequency as SC (B)
C Coarse Aggregates	Same test as for SC (C)	Same frequency as SC (C)
D Water	Same test as for SC (D)	Same frequency as SC (D)
E Concrete	Same test as for SC (F)	Same frequency as SC (F)
F Rocks	Same test as for ROCKS	Same frequency as ROCKS
Earthworks		
A Sub-grade preparation	Grading Test Plasticity Test (LL,PL,PI) Laboratory Compaction Test	For every 1,500 cubic meter or fracbon thereof
	Density Test	For every layer of 150mm of compacted depth at least one group of three In-situ density test every 500 sq m or fraction thereof
B Structure Excavation	If excavated materials shall be used as Backfill Grading Test Plasticity Test (LL,PL,PI) Laboratory Compaction Test	For every 1,500 cubic meter or fraction thereof
	Density Test	For every layer of 150mm of compacted depth at least one group of three In-situ density test every 500 sq m or fraction thereof

Materials/Items of Work	*Required Tests*	*Minimum Incremental Frequency of Tests*
III Port Operations Building/Passenger Terminal Building/Transit Shed/Warehouse		
STRUCTURAL WORKS		
Refer to Structural Concrete (SC) and Piling Works (P)		
ARCHITECTURAL WORKS		
Ceramic – Filled Liquid Membrane / Water Proofing, Hydrophobic Poreblocking Ingredients with Superplasticizer	Physical Property, Mechanical and Chemical Property, Leak Test / Flood Test	One per shipment
Paint	Quality Test	One 4-L can for every 100 cans or fraction thereof
Ceramic Tile	Inspection and Evaluation Report from the Engineer	One per shipment
Stainless Steel	Inspection and Evaluation Report from the Engineer	One per shipment
Roofing Materials	Inspection and Evaluation Report from the Engineer	One per shipment
Ceiling Materials	Inspection and Evaluation Report from the Engineer	One per shipment
ELECTRICAL AND MECHANICAL WORKS		
Wires / Cables	Inspection and Evaluation Report from the Engineer Testing and Commissioning	One per shipment
Electrical Devices	Inspection and Evaluation Report from the Engineer Testing and Commissioning	One per shipment
Fire Alarm System	Inspection and Evaluation Report from the Engineer Testing and Commissioning	One per item
Wiring Devices	Inspection and Evaluation Report from the Engineer Testing and Commissioning	One per shipment

Materials/Items of Work	Required Tests	Minimum Incremental Frequency of Tests
Protective Devices	Inspection and Evaluation Report from the Engineer Testing and Commissioning	One per shipment
Telephone System	Inspection and Evaluation Report from the Engineer Testing and Commissioning	One per item
CCTV System	Inspection and Evaluation Report from the Engineer Testing and Commissioning	One per item
CATV System	Inspection and Evaluation Report from the Engineer Testing and Commissioning	One per item
Background Music and Paging System	Inspection and Evaluation Report from the Engineer, Testing and Commissioning	One per item
Air Conditioning Units & Ventilation	Inspection and Evaluation Report from the Engineer Testing and Commissioning	One per item
Conduit Pipes	Inspection and Evaluation Report from the Engineer Testing and Commissioning	One per item
Lighting Fixtures	Inspection and Evaluation Report from the Engineer Testing and Commissioning	One per item
PLUMBING WORKS		
Pipes	Inspection and Evaluation Report from the Engineer Testing and Commissioning	One per item

PPA MEMORANDUM CIRCULAR
No 02
Series of 2016
Attachment

Materials/Items of Work	Required Tests	Minimum Incremental Frequency of Tests
Fixtures	Inspection and Evaluation Report from the Engineer Testing and Commissioning	One per item
Pipe Culverts	Compression Strength Inspection and Evaluation Report from the Engineer	For every size not more than 25 pipes cast in the field
IV Miscellaneous Materials Fencing A Barbed Wire, Cyclone Wire Mesh, Chain Link B Concrete Post	Physical Test (Dimensions and Coatings) Refer to Superstructure (SC)	One per Batch Refer to Superstructure (SC)
Lamp Post A Structural Steel B Zinc (Hot Dip Galvanizing) Coatings	Physical Test (Dimensions) Same test as for SC (E) Same test as for CJ (C)	All units One per batch
Drainage Steel Grating	Same test as for SC (E) Inspection Report	One (1) batch
Metal Pipe (Cast Iron Galvanized, etc)	Physical Test (Dimensions and Coatings)	1 per delivery
Welding Works	Destructive and Non Destructive Test	One (1) per lot

NOTES
1. **Testing of RDF shall be performed only by an independent Testing Laboratory duly accredited by BRS, DOST and PPA**
2. **Testing of other materials shall be performed only by an independent Testing Laboratory duly accredited by BRS and PPA.**
3. **All other issuances which are otherwise inconsistent herewith are hereby revoked or otherwise amended.**

Approved

RAUL T. SANTOS
Officer-In-Charge,
Office of the General Manager

SECTION IX

CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

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

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

☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**

☐ (d) Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**

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

(f) Project Requirements, which shall include the following:

☐ a. Organizational chart for the contract to be bid;

☐ 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;

☐ c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**

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

Financial Documents

☐ (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

☐ (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

☐ (j) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

☐ (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**

☐ (l) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**

☐ (m) Cash Flow by Quarter.

SECTION X

BIDDING FORM

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

To: **Philippine Ports Authority**
PPA Building, Bonifacio Drive,
South Harbor, Port Area, Manila

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

a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: **Asphalt Overlay on Back-up Areas, Port of San Carlos, San Carlos City, Negros Occidental**;

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: _____;

e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,

f. Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;

g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines[1] for this purpose;

h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

[1] currently based on GPPB Resolution No. 09-2020

j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the **Asphalt Overlay on Back-up Areas, Port of San Carlos, San Carlos City, Negros Occidental** of the **Philippine Ports Authority**.

l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

STATEMENT OF THE BIDDER'S ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

I hereby declare that all ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid are listed below:

Name of outstanding Contracts 1]	Owner's Name and Address	Scope of Work 2]	Contractor's Role and Percentage of Participation 3]	Total Contract Amount or Value 4]	Date of Contract and NOA 5]	Value of Outstanding Works 6]	Accomplishment (in percentage, %) 7]		Contract Duration 8]	
							Planned	Actual	Start of Project	Estimated Completion Date
A) Government Contracts i. On-going ii. Awarded but not yet started										
B) Private Contracts i. On-going ii. Awarded but not yet started										

NOTE:

1] As appearing in the contract executed by the parties.
2] With special reference to the Scope of Works of the Project as described/enumerated in the Contract.
3] Indicate the percentage of participation and whether as Sole Contractor, Sub-Contractor or Member in a Joint Venture / Consortium.
4] Indicate the FOREX used if Contract Value is expressed in a currency other than the Philippine Peso.
5] As appearing in the Contract and Notice of Award (NOA).
6] Amount or 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.
7] Percentage of Accomplishment as of the preceding month which should not be earlier than two (2) months from the date of bid submission.
8] As appearing in the Notice to Proceed and Contract.

This Statement shall be supported by:

a) Notice of Award
b) Notice to Proceed and Contract

Name of Firm	Name of Bidder/Authorized Representative (Signatory's Legal Capacity)	Date

Revised: September 2021

STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

Name of the completed Contract 1]	Owner's Name and Address	Scope of Work 2]	Contractor's Role and Percentage of Participation 3]	Total Contract Value At 4]			Date of Award 5]	Contract Duration 6]	
				Award	Completion	Escalated Value to Present Prices		Start	Completed

NOTE :

1] As appearing in the contract executed by the parties.
2] With special reference to the Scope of Works of the Project as described/enumerated in the Contract.
3] Indicate the percentage of participation and whether as Sole Contractor, Sub-Contractor or Member in a Joint Venture / Consortium.
4] Indicate the FOREX used if Contract Value is expressed in a currency other than the Philippine Peso. Attached the computation for the escalated contract value.
5] As appearing in the Notice of Award.
6] As appearing in the Notice to proceed and Certificate of Completion.

A. The bidder must have an experience of having completed a SLCC that is similar to the contract to be bid equivalent to at least fifty percent (50%) of the ABC, adjusted if necessary, by the Bidder to current prices using the PSA consumer price indices. A contract is considered to be "similar" to the contract to be bid if it has the same Major Categories of Work as stated in the Bid Data Sheet (BDS).
B. This Statement shall be supported by:
   a. Notice of Award, Notice to Proceed and Contract.
   b. Project Owner's Certificate of Final Acceptance issued by the owner and/ or Constructors Performance Evaluation System (CPES) Final Rating, which must be at least Satisfactory. The said Certificate of Acceptance shall contain the following: 1) Name of project owner that issued the certificate, 2) Name of Contractor/ Constructor, 3) Name of Contract, and 4) Contract Duration.
   c. Recapitulation or Final Bill of Quantities.

Name of Firm	Name of Bidder/Authorized Representative (Signatory's Legal Capacity)	Date

Revised: September 2021

STATEMENT OF THE BIDDER'S EXPERIENCE ON MAJOR CATEGORIES OF WORK OF THE SLCC INCLUDING OTHER COMPLETED CONTRACTS SIMILAR TO THE CONTRACT TO BE BID

Major Categories of Work 1]	Unit of Measure 1]	Quantity 1]	SLCC similar to the contract to be bid 2]	Other completed contracts similar to the contract to be bid 2]			Unit of Measure 2]	Quantity 2]
			Name of the contract	Name of the contract	Name of the contract	Name of the contract		
1. Asphalt Overlay	**sq.m**	**4,024**						

NOTE:
1] As stated in the Bid Data Sheet.
2] As appearing in the Recapitulation and/ or Final Bill of Quantities.
This statement shall be supported by:

a. Notice of Award, Notice to Proceed and Contract.
b. Project Owner's Certificate of Final Acceptance issued by the owner and/ or Constructors Performance Evaluation System (CPES) Final Rating, of at least satisfactory. The said Certificate of Acceptance shall contain the following: 1) Name of project owner that issued the certificate, 2) Name of Contractor/Constructor, 3) Name of Contract, and 4) Contract Duration.
c. Recapitulation and/ or Final Bill of Quantities.

Name of Firm	Name of Bidder/Authorized Representative Signatory's Legal Capacity	Date

Revised: September 2021

FINANCIAL DATA

A. The prospective bidder's audited Financial Statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "RECEIVED" by the Bureau of Internal Revenue (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.

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

B. The computation of the bidders Net Financial Contracting Capacity (NFCC) must be at least equal to the ABC to be bid, as follows:

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

NFCC = _____

Attached herewith are certified true copies of the audited financial statements stamped received by the BIR or BIR authorized collecting agent for the latest/immediately preceding calendar year.

_____
Name of Firm/Applicant

_____
Authorized Signing Official

Date:_____

NOTES:

If Partnership or Joint Venture, each Partner or Member Firm of Joint venture shall submit separate financial statements.

STATEMENT OF THE BIDDER'S KEY PERSONNEL PLEDGED FOR THE CONTRACT TO BE BID

I hereby declare that the following key personnel are qualified and available for the duration of the contract to be bid:

Position of Key Personnel 1]	Name	No. of Key Personnel	Similar Experience in the Position (Years) 2]	Total Experience in the Position (Years)	Attachment(s)	Annex(es)
Project Manager					PRC License (CE Preferred) Complete Qualification and Experience Data Certificate of Commitment	Annex "_"
Project Engineer					PRC License (CE Preferred) Complete Qualification and Experience Data Certificate of Commitment	Annex "_"
Materials Engineer I					PRC License (CE Preferred) Submit Valid and Renewed DPWH Certificate of Accreditation Submit Accreditation Identification Card as Materials Engineer Complete Qualification and Experience Data Certificate of Commitment	Annex "_"
Construction Safety and Health Officer					Certificate of Safety and Health Construction Related Course issued by DOLE Accredited Trainings Complete Qualification and Experience Data Certificate of Commitment	Annex "_"
Foreman					Complete Qualification and Experience Data Certificate of Commitment	Annex "_"
Other Position(s)					Complete Qualification and Experience Data Certificate of Commitment	Annex "_"

NOTE: 1] As stated in the Bid Data Sheet
2] The number of years of experience of the key personnel shall be as indicated in the qualification and experience data or curriculum vitae.

Minimum qualification requirements: The key personnel must have a work experience that is similar in nature and complexity to the contract to be bid.

Project Manager - Five (5) years
Project Engineer - Three (3) years
Foreman - Five (5) years
Construction Safety and Health Officer – One (1) year
Materials Engineer – One (1) year
Materials Engineer I – for projects costing up to 100M
Materials Engineer II – for projects costing more than 100M

Name of Firm

Name of Bidder/Authorized Representative
(Signatory's Legal Capacity)

Date

Revised: September 2021

STATEMENT OF THE BIDDER'S EQUIPMENT PLEDGED FOR THE CONTRACT TO BE BID

I hereby declare that the following equipment are in good operating condition and available for the duration of the contract to be bid:

DESCRIPTION (Type, Model, Make)	No. of Unit(s)	Capacity/ Output 1]	Owned, Leased, and/or under purchased agreement 2]	Proof of Ownership/ Leased/ Under Purchase Agreement (Mark as Annex "A.....Z") 3]	OTHER INFORMATION (As Applicable)				
					Manufacturer	Engine Serial No.	Chassis No./ Name of Vessel	Location	Status

NOTE:

1] The unit of capacity of the pledged equipment shall be as indicated in the Proof of Ownership, i.e. GW (for crane barge), DWT (for deck barge and hopper barge), Ton (for crane, road roller and drop hammer), kg.-m/blow (for diesel hammer), cu.m. (for dump truck), hp (for tugboat, road grader, bulldozer and concrete vibrator), cfm (for compressor), gal (for water truck with pump), amp (for welding machine), bagger (for concrete mixer). If the capacity of the pledged equipment is not indicated in the Proof of Ownership/Leased Contract/Purchased Agreement, submit other proof of capacity such as specifications, brochures or other verifiable printouts indicating the model name, model number and other details of the equipment.

2] Indicate if the pledged equipment are owned, leased or under purchase agreement.

3] If the pledged equipment is owned, it should be in the name of the bidder. Submit proof of ownership, i.e. deed of sale, sales invoice, official receipt; For owned Water Truck, Dump Truck and Transit Mixer submit LTO Certificate of Registration and valid Official Receipt; For owned barge/tugboat, submit Marina Certificate of Ownership and valid Cargo Ship Safety Certificate.

If the pledged equipment is leased/under purchased agreement, submit the following:

For equipment under lease agreement:

a. certification of availability of equipment from the equipment lessor for the duration of the project
b. duly Notarized copy of lease contract
c. For Water Truck, Dump Truck, Cargo Truck and Transit Mixer submit LTO Certificate of Registration and valid Official Receipt

For equipment under purchase agreement:

a. certification of availability of equipment from the equipment vendor
b. duly Notarized copy of purchase agreement
d. For Water Truck, Dump Truck, Cargo Truck and Transit Mixer submit LTO Certificate of Registration and valid Official Receipt or copy of conduction sticker, whichever is applicable.

If the pledged barge/tugboat is leased/under purchase agreement, submit certification of availability of barge/tugboat from the equipment lessor/vendor for the duration of the project, and duly Notarized copy of leased contract/purchased agreement together with a copy of the Marina Certificate of Ownership and valid Cargo Ship Safety Certificate.

The Minimum Major Equipment Requirements are listed In Section 8, Annex 3.

Name of Firm	Name of Bidder/Authorized Representative (Signatory's Legal Capacity)	Date

Revised: September 2021

Omnibus Sworn Statement for Sole Proprietorship

[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. I am the sole proprietor or authorized representative of _____ with office address at _____;

2. As the owner and sole proprietor, or authorized representative of _____, 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 **Asphalt Overlay on Back-up Areas, Port of San Carlos, San Carlos City, Negros Occidental** of the **Philippine Ports Authority**, as shown in the attached duly notarized Special Power of Attorney;

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. The owner or sole proprietor is not related to the Head of the Procuring Entity, Procuring Agent if engaged, 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.

_____
Name of Bidder/ Authorized Representative
(Signatory's Legal Capacity)
AFFIANT

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

Omnibus Sworn Statement for Partnership or Cooperative

[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. I am the duly authorized and designated representative of _____ with office address at _____;

2. 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 **Asphalt Overlay on Back-up Areas, Port of San Carlos, San Carlos City, Negros Occidental** of the **Philippine Ports Authority**, 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. None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, Procuring Agent if engaged, 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.

_____
Name of Bidder/ Authorized Representative
(Signatory's Legal Capacity)
AFFIANT

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

Omnibus Sworn Statement for Corporation or Joint Venture

[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. I am the duly authorized and designated representative of _____ with office address at _____;

2. 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 **Asphalt Overlay on Back-up Areas, Port of San Carlos, San Carlos City, Negros Occidental** of the **Philippine Ports Authority**, 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. None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, Procuring Agent if engaged, 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]*.

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.

_____
Name of Bidder/ Authorized Representative
(Signatory's Legal Capacity)
AFFIANT

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

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION
Project Identification No.: _____

To: **Philippine Ports Authority**
PPA Building, Bonifacio Drive,
South Harbor, Port Area, Manila

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]*.

_____
Name of Bidder/ Authorized Representative
(Signatory's Legal Capacity)
AFFIANT

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

CONSTRUCTION METHODOLOGY

Name of Project : _____

Project Description : _____

Location : _____

MINIMUM SCOPE OF CONSTRUCTION METHODOLOGY

ASPHALT OVERLAY

2.01. Supply and Place Bituminous Tack Coat
2.02. Supply and Place Bituminous Pavement Surface Course on Concrete Pavement (75mm thick) and Existing Asphalt (50mm)
2.03. Supply and Install Solar Road Studs

NOTES:

The narrative construction method will guide and familiarize the contractor and the PPA on how the project shall be carried in accordance with the highest standard of workmanship.

The construction method shall be consistent with the Bar Chart / S-Curve Schedule, Equipment Schedule and Manpower Schedule.

_____
Name of Bidder/Authorized Representative
(Signatory's Legal Capacity)

Revised: September 2021

MANPOWER SCHEDULE

Name of Project : _____

Project Description : _____

Location : _____

MANPOWER (Minimum)	CONTRACT DURATION (_____ Calendar Days)																		
	MONTHLY																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Project Manager																			
Project Engineer																			
Materials Engineer I																			
Construction Safety and Health Officer																			
Foreman																			
Specify other applicable positions, ie.:																			
- Carpenter																			
- Steelman																			
- Mason																			
- Electrician																			
- Rigger																			
- Others																			

_____
Name of Bidder/Authorized Representative
(Signatory's Legal Capacity)

Revised: September 2021

EQUIPMENT UTILIZATION SCHEDULE

Name of Project : _____

Project Description : _____

Location : _____

EQUIPMENT (Minimum)	No. of Units	CONTRACT DURATION (_____ Calendar Days)																		
		M O N T H L Y																		
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19

_____
Name of Bidder/Authorized Representative
(Signatory's Legal Capacity)

Revised: September 2021

CASHFLOW BY QUARTER AND PAYMENT SCHEDULE

Name of Project: : _____

Project Description : _____

Location : _____

Project Duration (days or months)	Payment Schedule (Monthly, in Pesos)	Cash flow (Quarterly, in Pesos)
TOTAL		

NOTES

- The cash flow by quarter and payment schedule should be consistent with the Bar Chart and S-curve.
- Payment schedule shall not be more than once a month.

_____
Name of Bidder/Authorized Representative
(Signatory's Legal Capacity)

Revised: September 2021

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

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

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____ between **Philippine Ports Authority** with principal office at PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila (hereinafter called the "Entity") and **[name and address of Contractor]** (hereinafter called the "Contractor").

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:

   a. Philippine Bidding Documents (PBDs);
      i. Drawings/Plans;
      ii. Specifications;
      iii. Bill of Quantities;
      iv. General and Special Conditions of Contract;
      v. Supplemental or Bid Bulletins, if any;

   b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

   c. Performance Security;

   d. Notice of Award of Contract and the Bidder's conforme thereto; and

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

3. In consideration for the sum of **[total contract price in words and figures]** or such other sums as may be ascertained, **[Named of the bidder]** agrees to **[state the object of the contract]** in accordance with his/her/its Bid.

4. The **Philippine Ports Authority** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

JAY DANIEL R. SANTIAGO General Manager	**Name of Bidder/ Authorized Representative** (Signatory's Legal Capacity)
for:	for:
Philippine Ports Authority	**Contractor**

Acknowledgment

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