40.5. Items of the Works for which a price of "0" (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

41. Payment Certificates

41.1. The Contractor shall submit to the Procuring Entity's Representative monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

41.2. The Procuring Entity's Representative shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

41.3. The value of Work executed shall:

(a) be determined by the Procuring Entity's Representative;

(b) comprise the value of the quantities of the items in the Bill of Quantities completed; and

(c) include the valuations of approved variations.

41.4. The Procuring Entity's Representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

42. Retention

42.1. The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Sub-Clause 42.2.

42.2. Progress payments are subject to retention of ten percent (10%), referred to as the "retention money." Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.

42.3. The total "retention money" shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.

42.4. On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee in a form acceptable to the Procuring Entity.

43. Variation Orders

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

43.2. A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.

43.3. An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.

43.4. Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however,* That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).

43.5. In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:

(a) If the Procuring Entity's representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the HoPE for approval.

(b) The HoPE or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.

(c) The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.

(d) The HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.

(e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Procuring Entity concerned shall not exceed thirty (30) calendar days.

44. Contract Completion

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

45. Suspension of Work

45.1. The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.

45.2. The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:

(a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.

(b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.

(c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.

(d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.

(e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.

45.3. In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the elapsed time between the effectivity of the order suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

46. Payment on Termination

46.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

46.2. If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

46.3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.

46.4. If the Contractor has terminated the Contract under **GCC** Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

47. Extension of Contract Time

47.1. Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of

full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.

47.2. No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.

47.3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.

47.4. No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.

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

48. Price Adjustment

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

49. Completion

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

50. Taking Over

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

51. Operating and Maintenance Manuals

51.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **SCC**.

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

SECTION V

SPECIAL CONDITIONS OF CONTRACT

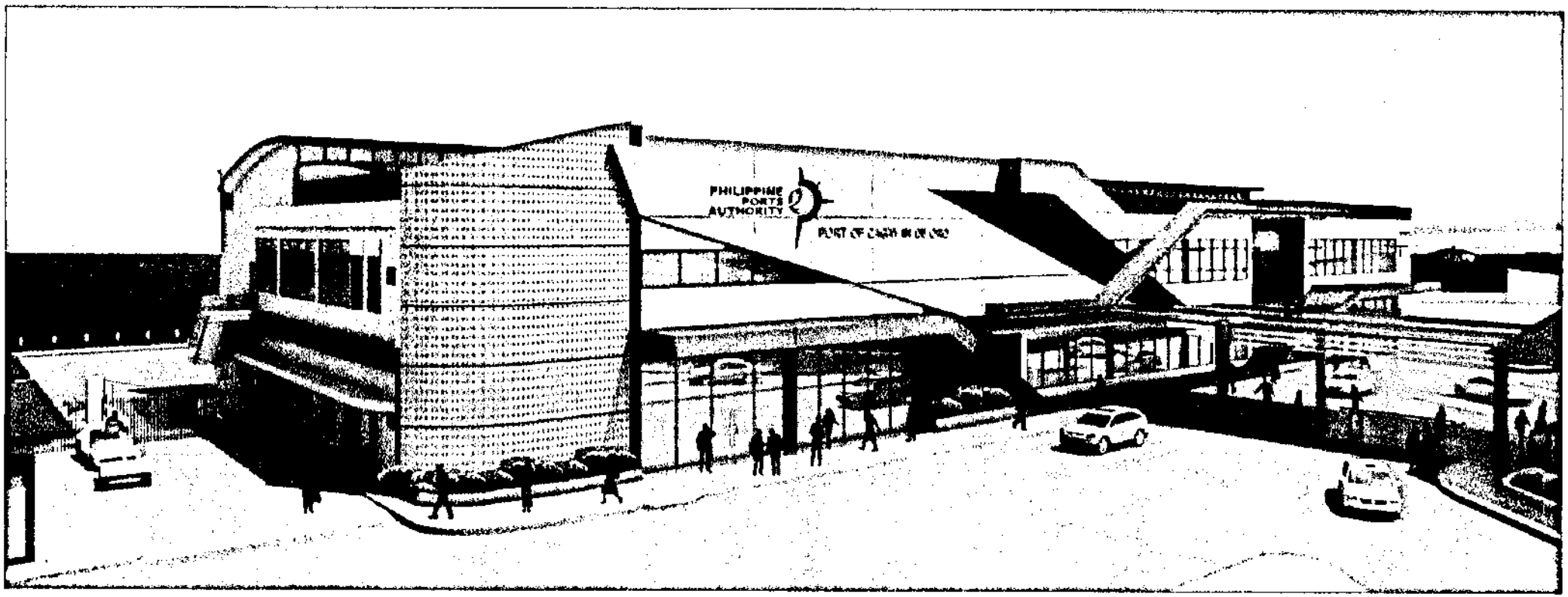
Special Conditions of Contract

GCC Clause	
1.17	The **Intended Completion Date** is **120 calendar days** from commencement of work, inclusive of the estimated **zero (0) calendar days** considered unfavorable to the prosecution of the works at site. ***NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.***
1.22	The **Procuring Entity** is **PHILIPPINE PORTS AUTHORITY,** PPA Building A. Bonifacio Drive, South Harbor, Port Area, Manila
1.23	The **Procuring Entity's Representative** is: **MARK JON S. PALOMAR** Chairperson Head Office Bids and Awards Committee for Engineering Project 3rd Floor PPA Building Bonifacio Drive, South Harbor, Port Area, Manila
1.24	The **Site** is located at **Cagayan De Oro City, Misamis Oriental** and is defined in drawing Nos.
1.28	The **Start Date** is the time of receipt by the successful bidder of all notices called for the term of the contract.
1.31	The **Works** consists of: **A. HVAC-VRF SYSTEM AND GENERATOR SETS** 1. Design, Supply and install VRF-HVAC System 2. Design, Supply and install Generator Units
2.2	None.
5.1	The **Procuring Entity** shall give possession of all parts of the Site to the Contractor upon commencement of the project.
6.5	The Contractor shall employ the following **Key Personnel**: a. Designer (PME) b. Project Manager c. Project Engineer (PME) d. Construction Safety and Health Officer e. Foreman f. Others
7.4 (c)	No further instructions.

7.7	No further instructions.
8.1	No further instructions.
10	None
12.3	No further instructions.
12.5	All design and build projects shall have a minimum Defects Liability Period of one (1) year after contract completion or as provided for in the contract documents. This is without prejudice, however to the liabilities imposed upon the engineer/architect who drew up the plans and specifications for a building sanctioned under Article 1723 the New Civil Code the Philippines.
13	If Contractor is a Joint Venture, "All partners to the joint ventures shall be jointly and severally liable to the Procuring Entity".
18.3(h)(i)	No further instructions.
21.2	The Arbiter is: (To be appointed)
29.1	No dayworks are applicable to the contract.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within _____ days of delivery of the Notice of Award.
31.3	The period between Program of Work updates is _____ days. The amount to be withheld for late submission of an updated Program of Work is _____ .
34.3	The Funding Source is the Corporate Budget of the Authority for CY 2018.
39.1	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.
39.5	Refer to 39.1
40.1	No further instructions.
51.1	No further instructions.
51.2	The date by which operating and maintenance manuals are required is _____ . The date by which "as built" drawings are required is _____ .

SECTION VI

PROJECT DRAWINGS

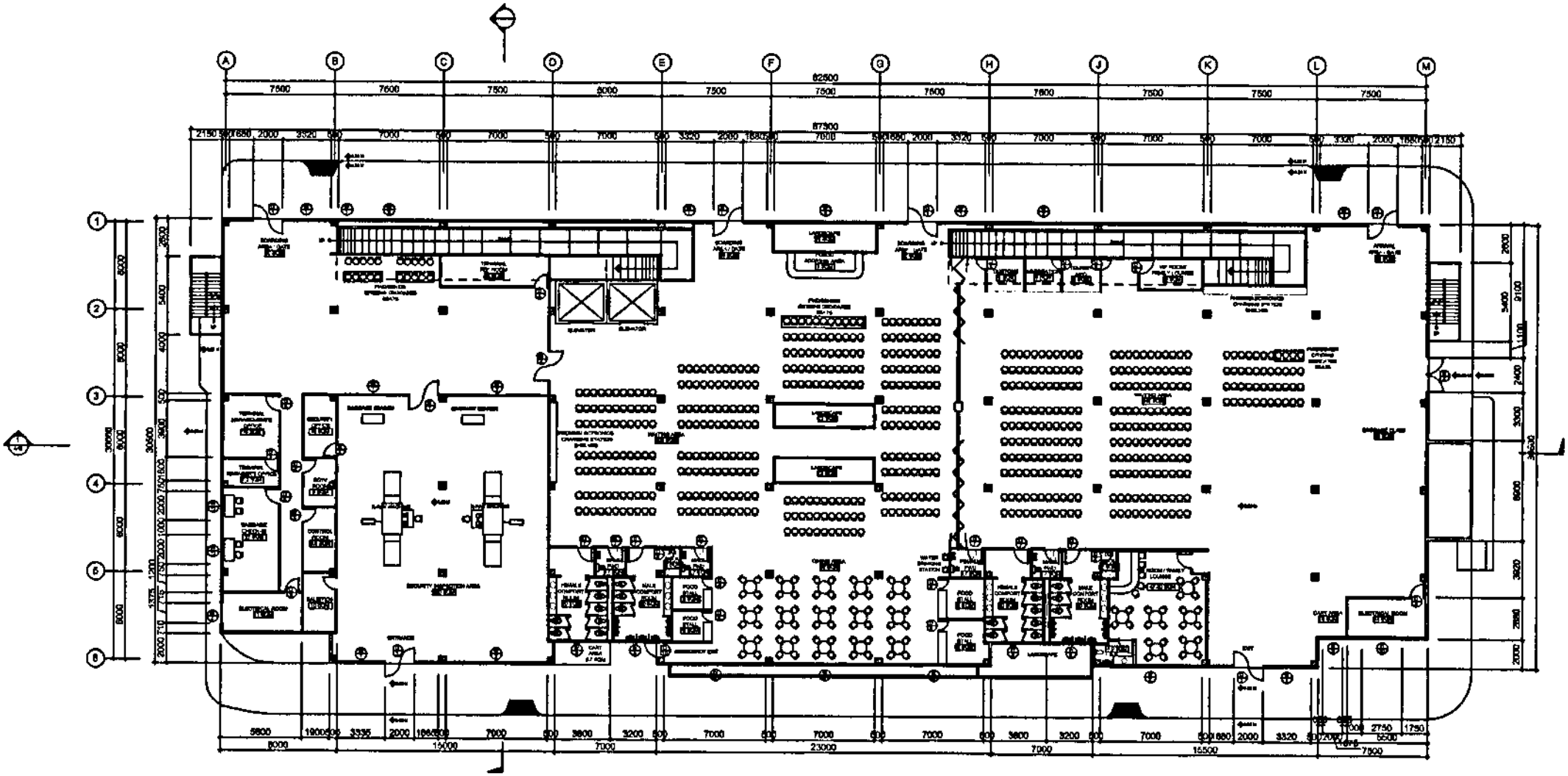


1 A-05 PERSPECTIVE
NTS

DESIGN, SUPPLY AND INSTALLATION OF VRF - HVAC SYSTEM and GENERATOR UNITS FOR THE PASSENGER TERMINAL BUILDING

PORT OF CAGAYAN DE ORO

CAGAYAN DE ORO CITY, MISAMIS ORIENTAL



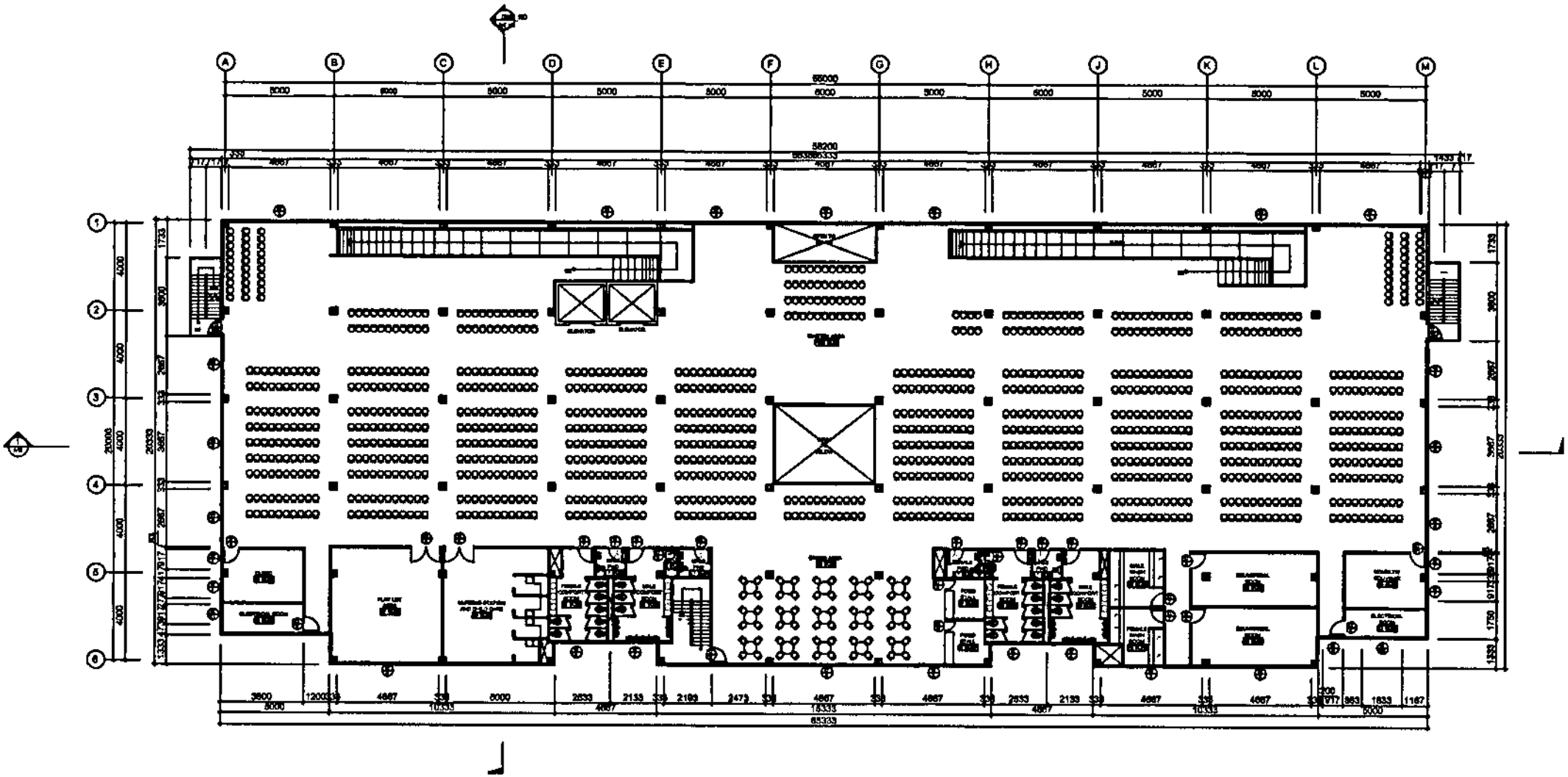
1 / A-02 GROUND FLOOR PLAN

SCALE 1:150 MTS

DESIGN, SUPPLY AND INSTALLATION OF VRF - HVAC SYSTEM
and GENERATOR UNITS FOR THE PASSENGER TERMINAL BUILDING

PORT OF CAGAYAN DE ORO

CAGAYAN DE ORO CITY, MISAMIS ORIENTAL



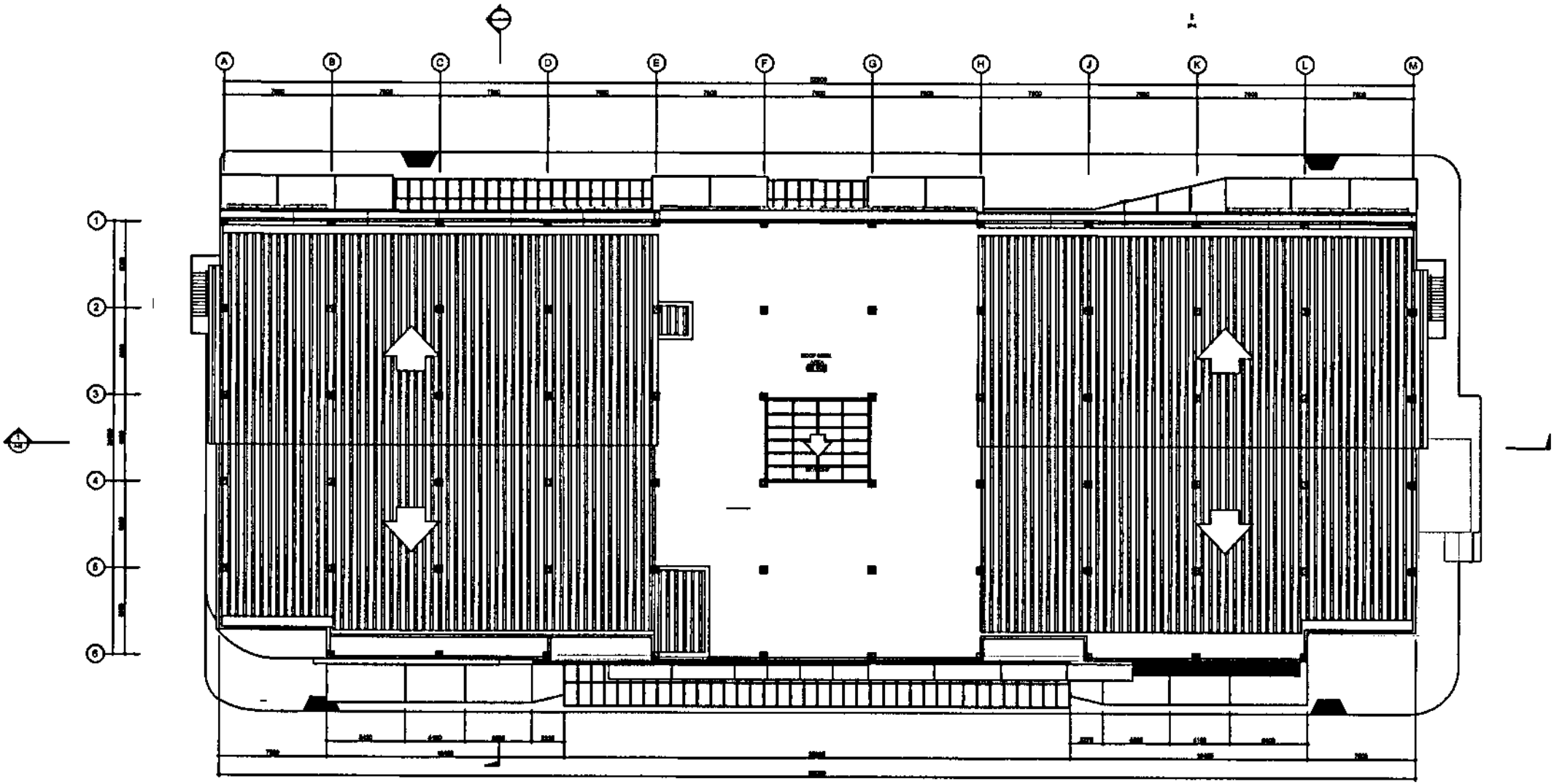
1 A-02 **SECOND FLOOR PLAN**

SCALE 1:100 MTR

DESIGN, SUPPLY AND INSTALLATION OF VRF - HVAC SYSTEM and GENERATOR UNITS FOR THE PASSENGER TERMINAL BUILDING

PORT OF CAGAYAN DE ORO

CAGAYAN DE ORO CITY, MISAMIS ORIENTAL



1 / A-05 ROOF PLAN

SCALE 1:150 MTS

DESIGN, SUPPLY AND INSTALLATION OF VRF - HVAC SYSTEM and GENERATOR UNITS FOR THE PASSENGER TERMINAL BUILDING

PORT OF CAGAYAN DE ORO

CAGAYAN DE ORO CITY, MISAMIS ORIENTAL

SECTION VII

BILL OF QUANTITIES
and
ATTACHMENTS

BILL OF QUANTITIES

DESIGN, SUPPLY AND INSTALLATION OF VRF-HVAC SYSTEM AND GENERATOR UNITS FOR THE PASSENGER TERMINAL BUILDING

Port of Cagayan De Oro, Misamis Oriental

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO.	1 GENERAL EXPENSES	lot	1		
BILL NO.	2 VRF-HVAC SYSTEM AND GENERATOR UNITS				
	2.1 Design, supply and install VRF-HVAC System	lot	1		
	2.2 Design, supply and install Generator Units	lot	1		
BILL NO.	3 REIMBURSABLE ITEMS	lot	1		
	TOTAL				-

FACILITIES TO BE PROVIDED FOR THE ENGINEER & HIS STAFF

TEMPORARY FACILITIES OF THE CONTRACTOR

The Contractor shall provide and maintain such temporary offices, stores, workshops, latrines, housing and messing accommodations as are necessary. The location, dimension and layout of such buildings and places shall be subject to the approval in writing of the Engineer. By the end of the contract, the Contractor shall remove all buildings and the area shall be cleared and graded as required by the Engineer.

SITE OFFICE AND RESIDENCE FOR THE ENGINEER & STAFF

The Contractor shall provide (**Rental**) and maintain a temporary site office and residence with an area of at least 48 square meters for use of the Engineer and staff, including all the necessary electricity, water, communication services and consumables.

MINIMUM EQUIPMENT REQUIREMENTS

1	unit	Boom Truck (2T capacity, minimum), owned/leased
1	unit	Forklift (1.36T, minimum), owned/leased
2	units	Welding Machine (400 amp., minimum), owned
2	units	Oxy/Acetylene cutting outfit, owned
1	unit	Air Compressor (250 cfm, minimum), owned

CONSTRUCTION SAFETY AND HEALTH REQUIREMENTS

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 / Health Officer

EQUIPMENT / MATERIALS

Personnel Protective Equipment

20	pcs.	Hard Hats
20	pcs.	Gloves
10	pcs.	Goggles
5	pcs.	Aprons
1	pc.	Safety Belts
20	pairs	Safety Shoes
1	pc.	Life Lines

Safety Devices

1	lot	Barricades
1	lot	Warning signs
2	units	Fire extinguisher

Medical and First Aid System - For four (4) mos.

NOTE:

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

SECTION VIII

BIDDING FORMS

Bid Form

Date:_____

ITB No: _____

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

We, the undersigned, declare that:

(a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract **Design, Supply and Installation of VRF-HVAC System and Generator Units for the Passenger Terminal Building, Port of Cagayan De Oro, Misamis Oriental**;

(b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is:

BILL NO	DESCRIPTION	TOTAL AMOUNT
1	General Expenses	₱
2	VRF-HVAC System and Generator Units	₱
3	Reimbursable Items	₱
	TOTAL AMOUNT OF BID (including VAT)	₱

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

(c) Our Bid shall be valid for a period of 120 days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;

(e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;

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

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;

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

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

(j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the **Design, Supply and Installation of VRF-HVAC System and Generator Units for the Passenger Terminal Building, Port of Cagayan De Oro, Misamis Oriental** of the **Philippine Ports Authority**.

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

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED, WHETHER SIMILAR OR NOT SIMILAR IN NATURE

Name of the Contract or Title Of the Project 1]	Owner's Name and Address	Nature/ Scope of Work 2]	Contractor's Role (in percentage) 3]	Total Contract Value At			Date of Award 5]	Value of Outstanding Works	Estimated Time of Completion	% of Accomplishment		Contract Duration 5]	
				Award	Project Completion Date	Escalated Value to Present Prices 4]				Planned	Actual	Start	Completed
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 or defined in the contract entered/executed by the parties
2] With special reference to the Scope of Works as described/enumerated in the advertised Invitation To Bid.
3] Indicate 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. Specify the "Escalation Factor" used to escalate the Contract Value from completion date to the advertisement date of the Invitation to Bid per section 23.11.2 (3) of R.A. 9184.
5] State Month and Year.

This Statement shall be supported by:

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

Name of Firm/Applicant

Authorized Signing Official

Date

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

Name of the Contract or Title Of the Project	Owner's Name and Address	Nature/Scope of Work	Contractor's Role and Percentage Of Participation	Total Contract Value At			Date of Award	Value of Outstanding Works	Contract Duration	
				Award	Completion	Escalated Value to Present Prices			Start	Completed

NOTE :

1. The prospective bidder must have completed an SLCC that is similar to the contract to be bid, and whose value, adjusted to current prices using the PSA consumer price indices, must be at least fifty percent (50%) of the ABC to be bid.

2. This Statement shall be supported by:

   a. Notice of Award and / or Notice to Proceed.
   b. Project Owner's Certificate of Final acceptance issued by the owner other than the Contractor or Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory.

Name of Firm/Applicant

Authorized Signing Official

Date

EXPERIENCE RECORD ON SIMILARLY COMPLETED PROJECTS

Similar Major Operations of Work 1]	Unit of Measure	Quantity	Title of the Project	Title of the Project	Title of the Project	Title of the Project	Unit of Measure	Quantity
1. Design, Supply and installation of HVAC System - Area of building	sq. m.	2,475						
2. Supply and installation of Generator Sets - Quantity of Generator set	sets	2						

NOTE: 1] Submit the Certificate of Completion/Certificate of Acceptance by the project owner, Final Recapitulation/Bill of Quantities and/or Constructor Performance Evaluation System (CPES) ratings, 1st, 2nd & Final visit (if applicable). Projects with no Certificate of Completion/Acceptance and Recapitulation/Bill of Quantities shall not be considered.

2] The Owner's Certificate of Final Acceptance; or the Constructors Performance Evaluation Summary (CPES) Final Rating and/or the Certificate of Completion, must be satisfactory.

Name of Firm/Applicant

Authorized Signing Official

Date

(Revised Form : September 2012)

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.

LIST OF CONTRACTOR'S PERSONNEL

I hereby declare that the following key personnel enumerated below, with attached resume/bio-data, including valid PRC License, for the various positions / functions, are available for the project applied for:

Position of Key Personnel	Name	No. of Key Personnel	Similar Experience in the Position (Years) 1]	Total Experience in the Position (Years)	Attachment(s)	Annex(es)
Designer (PME)					PRC License Complete Qualification and Experience Data Certificate of Commitment	Annex "_"
Project Manager					PRC License Complete Qualification and Experience Data Certificate of Commitment	Annex "_"
Project Engineer (PME)					PRC License 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. Minimum qualification requirements: (work experience is similar in nature and complexity to the project to be bid with regard to Registration Particulars of the Contractor's License)

Designer - Five (5) years
Project Manager - Five (5) years
Project Engineer - Three (3) years
Foreman - Five (5) years

Name of Firm/Applicant

Authorized Signing Official

Date

REVISED FORM (September 2012)

LIST OF CONTRACTOR'S EQUIPMENT UNITS

I hereby declare that the following equipment listed below which are owned, leased or under purchase agreement are in good operating condition and are available for the duration of the project:

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

1] Indicate if owned or leased as listed in the Checklist/Bidding Documents. For owned equipment, as required, submit proof of ownership (i.e. deed of sale, sales invoice, official receipt). For 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. For newly purchased barge/tugboat, submit Deed of Sale together with an application for Marina Certificate of Ownership duly received/authenticated by Marina with corresponding valid Cargo Ship Safety Certificate. For leased equipment, submit duly notarized copy of lease contract together with a copy of the Marina Owner's (Lessor's) Certificate and valid Cargo Ship Safety Certificate.

2] The unit of each equipment shall be as indicated in the Checklist/Bidding Documents, 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).

Name of Firm/Applicant

Authorized Signing Official

Date

REVISED FORM (January 2011)

OMNIBUS SWORN STATEMENT FOR SOLE PROPRIETORSHIP

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

AFFIDAVIT

I (Name), of legal age, (Civil Status), (Nationality), and residing at (Address), 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 (Name of Bidder) with office address at _____;

2. As the owner and sole proprietor or authorized representative of (Name of Bidder), I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for (Name of Project) of the Philippine Ports Authority, (as shown in the attached duly notarized "Special Power of Attorney" for the authorized representative);

3. (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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

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

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

7. (Name of Bidder) complies with existing labor laws and standards; and

8. (Name of Bidder) is aware of and has undertaken the following responsibilities as a Bidder:

   a) Carefully examine all of the Bidding Document:
   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the contact;
   c) Made an estimate of the facilities available and needed for the contact to be bid, if any; and
   d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the *Design, Supply and Installation of VRF-HVAC System and Generator Units for the Passenger Terminal Building, Port of Cagayan De Oro, Misamis Oriental.*

9. (Name of Bidder) did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

_____
Bidder's Representative / Authorized Signatory

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

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

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued], [place issued]*
IBP No. _____ *[date issued], [place issued]*

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

OMNIBUS SWORN STATEMENT FOR PARTNERSHIP OR COOPERATIVE

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

AFFIDAVIT

I (Name), of legal age, (Civil Status), (Nationality), and residing at (Address), 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 (Name of Bidder) with office address at (Address);

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 (Name of Project) of the Philippine Ports Authority, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution or Secretary's Certificate (whichever is applicable);

3. (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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

5. (Name of Bidder) is authorizing the PPA General Manager 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 PPA General Manager, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management office or the end- user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. (Name of Bidder) complies with existing labor laws and standards; and

8. (Name of Bidder) is aware of and has undertaken the following responsibilities as a Bidder:

   a) Carefully examine all of the Bidding Document:
   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the contact;
   c) Made an estimate of the facilities available and needed for the contact to be bid, if any; and
   d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the *Design, Supply and Installation of VRF-HVAC System and Generator Units for the Passenger Terminal Building, Port of Cagayan De Oro, Misamis Oriental.*

9. (Name of Bidder) did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

_____
Bidder's Representative / Authorized Signatory

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

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

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued], [place issued]*
IBP No. _____ *[date issued], [place issued]*

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

OMNIBUS SWORN STATEMENT FOR CORPORATION OR JOINT VENTURE

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

AFFIDAVIT

I (Name), of legal age, (Civil Status), (Nationality), and residing at (Address), 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 (Name of Bidder) 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 (Name of Project) of the Philippine Ports Authority, accompanied by the duly notarized Special Power of Attorney, Board Resolution or Secretary's Certificate;

3. (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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

5. (Name of Bidder) is authorizing the PPA General Manager 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 PPA General Manager, 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 or end- user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. (Name of Bidder) complies with existing labor laws and standards; and

8. (Name of Bidder) is aware of and has undertaken the following responsibilities as a Bidder:

   a) Carefully examine all of the Bidding Document:
   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the contact;
   c) Made an estimate of the facilities available and needed for the contact to be bid, if any; and
   d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the *Design, Supply and Installation of VRF-HVAC System and Generator Units for the Passenger Terminal Building, Port of Cagayan De Oro, Misamis Oriental.*

9. (Name of Bidder) did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

_____
Bidder's Representative / Authorized Signatory

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

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

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued], [place issued]*
IBP No. _____ *[date issued], [place issued]*

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

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

BID-SECURING DECLARATION
Invitation to Bid No. _____

To : Philippine Ports Authority
Bonifacio Drive, South Harbor,
Port Area, manila

I, the undersigned, declare that:

1. I understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake:

3. I 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 declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I failed to timely file a request for reconsideration or (ii) I filed a waiver to avail of said right;

   (c) I am declared as the bidder with the Lowest Calculated Responsive Bid, and I have furnished the performance security and signed the Contract.

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

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

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

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

NAME OF NOTARY PUBLIC

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

CONSTRUCTION METHODOLOGY

Name of Project : _____

Proposed Project Description : _____

Location : _____

MINIMUM SCOPE OF CONSTRUCTION METHODOLOGY

A. VRF-HVAC System and Generator Units

1. Design of VRF-HVAC System and Generator Units
2. Supply and install Air Cooled Conditioning Units (ACCUs) including accessories
3. Supply and install Fan Coil Units (FCUs) including accessories
4. Supply and install Air Ducting System
5. Supply and install Refrigerant Piping System
6. Supply and install Condensate Drain System
7. Supply and install Ventilating Equipment including accessories
8. Supply and install Energy Recovery Ventilators (ERVs) including accessories
9. Supply, deliver and install Generator Units (500 KVA @ 400Kw, Three Phase, 220V/440V, Soundproof) with fuel tank, automatic transfer switches and synchronizing panel including accessories and other incidental expenses.

NOTES:

The narrative construction method will guide and familiarize the contractor and the PPA on how the project shall be carried out 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.

_____
Signature
(Authorized Signing Official)

MANPOWER SCHEDULE

Name of Project : _____

Proposed Project Description : _____

Location : _____

MANPOWER (Minimum)	CONTRACT DURATION (_____ Calendar Days)			
	MONTHLY			
	1	2	3	4
Designer (PME)				
Project Manager				
Project Engineer (PME)				
Construction Safety and Health Officer				
Foreman				
Specify other applicable positions, ie.:				
- Electrician				
- Welder				
- Others				

_____
Signature
(Authorized Signing Official)

EQUIPMENT UTILIZATION SCHEDULE

Name of Project : _____

Proposed Project Description : _____

Location : _____

EQUIPMENT (Minimum)	No. of Units	CONTRACT DURATION (_____ Calendar Days)			
		M O N T H L Y			
		1	2	3	4

_____
Signature
(Authorized Signing Official)

CASHFLOW BY QUARTER AND PAYMENT SCHEDULE

Name of Project: : ______________________

Proposed 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-curb.
- Payment schedule shall not be more than once a month.

____
Signature
(Authorized Signing Official)

SECTION IX

CONTRACT FORM

Republic of the Philippines
PHILIPPINE PORTS AUTHORITY
PPA Building, Bonifacio Drive, South Harbor,
Port Area, Manila, Philippines

CONTRACT
DESIGN, SUPPLY AND INSTALLATION OF VRF-HVAC SYSTEM AND GENERATOR UNITS FOR THE PASSENGER TERMINAL BUILDING AND AIR CONDITIONING (HVAC) SYSTEM FOR PTB PORT OF CAGAYAN DE ORO, MISAMIS ORIENTAL

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into this _____ day of _____20__, in Manila, Philippines, by and between:

PHILIPPINE PORTS AUTHORITY, a government instrumentality created under Presidential Decree No. 857, as amended, with principal office at PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila, represented herein by its duly authorized General Manager, **JAY DANIEL R. SANTIAGO**, and hereinafter referred to as **"PPA"**;

- and -

_____, a corporation duly organized and existing in accordance with Philippine laws, with office and business address _____, represented in this act by _____, duly authorized for this purpose, as evidenced by Secretary's Certificate _____, a copy of which is hereto attached and made an integral part hereof as Annex "A", and hereinafter referred to as **"CONTRACTOR"**

WITNESSETH:

WHEREAS, in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations, PPA advertised and published in a newspaper of general circulation and posted on the PPA website and G-EPS as well as in its bulletin board, an Invitation to Bid for the *Design, Supply and Installation of VRF-HVAC System and Generator Units for the Passenger Terminal Building, Port of Cagayan De Oro, Misamis Oriental;*

WHEREAS, the CONTRACTOR and other prospective bidders submitted their respective bids for the foregoing project;

WHEREAS, after the opening of bids on _____, and the conduct of bid evaluation and required post-qualification, the bid submitted by the CONTRACTOR at its unit and lump sum prices set forth in its proposal was found to be the Lowest Calculated Responsive Bid in the amount of_____ (₱_____), Philippine Currency;

WHEREAS, pursuant to Head Office BAC Resolution No. _____ Series of_____, award of the contract was made to the **CONTRACTOR** in a Notice of Award dated _____, in the amount of _____(₱_____), after submission of the required documents within the prescribed period and compliance to the conditions stipulated in the IRR;

WHEREAS, the **CONTRACTOR** duly accepted the award by signing its Conforme on the said Notice of Award;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual

covenants, stipulations and agreements herein contained, the PPA and the CONTRACTOR have agreed, as they do hereby agree, and contract as follows:

ARTICLE I

CONTRACT DOCUMENTS

1.01 The following documents shall constitute integral parts of this Contract, as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of this Contract, or by mutual agreement in writing of both parties, to wit

a. Contract Agreement
b. Bidding Documents
c. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals and all other documents / statements submitted
d. Performance Security
e. Notice of Award of Contract; and
f. Other contract documents that may be required by existing laws and the PPA such as:

(1) Construction Schedule and S-Curve
(2) Manpower Schedule
(3) Construction Methods
(4) Equipment Utilization Schedule
(5) Construction Safety and Health Program approved by the DOLE
(6) Pert / CPM
(7) Duly Approved Program of Work and Cost Estimates
(8) Certificate of Availability of Funds
(9) Abstract of Bids
(10) Resolution of Award

1.02 All Contract documents are and shall remain as the property of the PPA.

1.03 The words and expressions in this Contract shall have the same meanings respectively assigned to them in the Contract Documents referred to above.

ARTICLE II

CONTRACTOR'S UNDERTAKING
SCOPE OF WORK

2.01 The CONTRACTOR, in consideration of the payment to be made by the PPA to the CONTRACTOR, as stated in the Contract Documents and this Contract, the latter hereby covenants to execute and complete the *Design, Supply and Installation of VRF-HVAC System and Generator Units for the Passenger Terminal Building, Port of Cagayan De Oro, Misamis Oriental,* in conformity in all respects with the provisions of this Contract, as follows:

ITEMS	TOTAL AMOUNT
1. General Expenses	₱
2. VRF-HVAC System and Generator Units	₱
3. Reimbursable Items	₱
TOTAL AMOUNT	₱

2.02 The CONTRACTOR agrees to commence, perform and complete the work called for and

[illegible]

[illegible]

SUBSEQUENT AMENDMENTS

[illegible]

ARTICLE [illegible]

EFFECTIVITY

[illegible]

IN WITNESS WHEREOF [illegible]

PHILIPPINE PORTS AUTHORITY

By:

[illegible]
[illegible]

[illegible]

[illegible]

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
[illegible]

BEFORE ME [illegible]

NAME [illegible]

[illegible]

POSITION [illegible]

[illegible]

and [illegible] voluntarily [illegible] represent

[illegible] Consent Form [illegible] Section [illegible] Devices for the Research [illegible] Ontario [illegible] the risks and the [illegible]

IN WITNESS WHEREOF [illegible] and [illegible] the date first above written

Date [illegible]
Registration [illegible]
Registration [illegible]
Serial [illegible]

5.0 PERFORMANCE SPECIFICATIONS AND PARAMETERS

The Contractor shall provide the design and build services for the VRF-HVAC system and Generator Units of the existing PTB which shall meet the following minimum performance specifications or parameters:

a) VRF-HVAC system

- Shall maintain a 20 degrees Celsius to 22 degrees Celsius (comfort cooling) inside the PTB at all times during operations
- Shall maintain comfort cooling temperature to accommodate 2,000 pax at any given time
- The compressor shall be of the inverter type

b) Generator Units

- Shall accommodate the load requirement needed to power the existing PTB during power outage or whenever necessary;
- Shall consider optimum energy/fuel consumption in its design for the back-up power supply for the existing PTB
- The Generator shall be of the inverter type

5.1 Project Completion

This is a priority and fast track project that needs to be completed in four (4) months. The Contractor shall complete the design-build services under the contract, considering the time frame specified.

5.2 Warranty

The Contractor shall guarantee the completed project against defects and failure in accordance with the provisions set forth under Annex "G" Section 13.10 of the Revised IRR of R.A. 9184. In addition to this provision, the following shall meet the minimum warranty requirements for the project:

5.2.1 VRF-HVAC system

a) One (1) year warranty for workmanship
b) One (1) year warranty for equipment spare parts
c) Five (5) year warranty for compressor

5.2.2 Generator Units

a) One (1) year warranty for workmanship
b) One (1) year warranty for equipment spare parts

6.0 DETAILED ENGINEERING REQUIREMENTS

The Contractor shall coordinate and report to the Port Planning and Design Department (PPDD) of PPA for uniformity and cohesiveness in the preparation of related documents, consistent with the latest edition of the Design Guidelines, Criteria and Standards for VRF-HVAC system guidelines and other applicable provisions of existing laws and codes. All reports and other related documents prepared by the Contractor shall be in a format agreed and accepted by PPA. The detailed engineering study shall include but shall not be limited to the following works:

a) Review the structural, architectural and electrical layout of the existing PTB
b) The following study/investigation shall be undertaken by the Contractor:

   1) Design Analysis and Calculations
   2) Detailed Technical Specifications
   3) Detailed Quantity Calculations
   4) Value Engineering

c) The contractor shall prepare the following plans in accordance with standard PPA template:

General:

1. Cover Sheet
2. Vicinity and Key Map
3. Location Plan/Lay out
4. Legend, Abbreviation and Symbols
5. General Notes (VRF-HVAC, Generator and Electrical)

Design plans for VRF-HVAC system:

1. Air Cooled Conditioning Units (ACCUs) including accessories
2. Fan Coil Units (FCUs) including accessories
3. Air Ducting System
4. Refrigerant Piping System
5. Condensate Drain System
6. Ventilating Equipment including accessories
7. Energy Recovery Ventilators (ERVs) including accessories

Design plans for the Electrical system (PTB, VRF-HVAC and Generator Units):

1. Single Line Diagram
2. Schedule of Loads
3. Riser Diagram
4. Electrical Layout Plan

d) Design Guidelines and Codes to be followed:

- National and Local Codes of the Philippines
- Philippine Electrical Code (PEC)
- American Society of Mechanical Engineers (ASME)

- Air-Conditioning Refrigeration Institute (ARI)
- American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)
- International Uniform Building Code
- Factory Manual
- National Electrical Manufacturer Association (NEMA)
- American National Standards Institute (ANSI) Codes
- American Institute of Steel Construction (AISC)
- Institute of Electrical and Electronics Engineers (IEEE) Standards and Recommended Practices
- National Fire Protection Association (NFPA)
- American Concrete Institute (ACI)
- American Society of Testing Materials (ASTM)
- American Welding Society (AWS)
- National Electric Code (NEC)
- Occupational Safety and Health Act (OSHA)
- Standard Installation (NECA)

In order to facilitate the process of design review by PPDD of the concepts of the proposed structures/facilities the following activities shall be undertaken:

1. Presentation to and discussion with PPDD of Inception Report
2. Clearance with PPDD of Design Criteria and Specifications
3. Presentation to and discussion with PPDD of the Preliminary Designs
4. Presentation to and discussion with PPDD of the Draft Final Designs

Note: Presentation of documents shall include computer programs/software.

e) Technical reports in electronic files and hard copies for the work prepared must be submitted by the Design and Build Contractor to the PPDD of PPA for review and approval.

7.0 APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for the Contract (ABC) is **₱ 106,775,507.59**. This is the ceiling for acceptable bids. Bids higher than the ABC shall be automatically rejected.

8.0 ELIGIBILITY REQUIREMENTS

The eligibility requirements for Design and Build infrastructure projects shall comply with the applicable provisions of Sections 23 to 24 of the Revised IRR of R.A. 9184.

A modified set of requirements integrating eligibility documents and criteria for infrastructure projects and consulting services shall be adopted, as follows:

a) CLASS "A" Documents (Legal, Technical and Financial Documents) and CLASS "B" Documents

The prospective bidder shall submit all the required Class "A" and Class "B" documents for infrastructure projects and the following:

i) Relevant statement of all on-going, completed, awarded but not yet started design/design and build related contracts, curriculum vitae of key staff, partners or principal officers; and

ii) Valid licenses issued by the Professional Regulatory Commission (PRC) for design professionals.

Eligibility Criteria

a) The eligibility of design and build contractors shall be based on the legal, technical and financial requirements abovementioned. In the technical requirements, the design and build contractor (as solo or in joint venture/consortia) should be able to comply with the experience requirement under the IRR of RA 9184, where one of the parties (in a joint venture/consortia) should have at least one similar project, both in design and construction, with at least 50% of the cost of the ABC.
b) If the bidder has no experience in design and build projects on its own it may enter into subcontracting, partnership, or joint venture with design and engineering firms for the design portion of the contract.
c) The relevant provisions under Section 23.4.2 of the IRR of R.A. 9184 on eligibility requirements shall be observed, with the following exceptions:

   Joint ventures/consortia among Filipino contractors and consultants or among Filipino contractors and foreign consultants shall be allowed subject to pertinent laws and the relevant provisions of the IRR of R.A. 9184. The joint venture/consortia shall be jointly and severally responsible for the obligations and the civil liabilities arising from the design and build contract: Provided, however, That Filipino ownership or interest thereof shall be at least seventy five percent (75%) : Provided further, That joint ventures/consortia in which Filipino ownership or interest is less that seventy-five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by Filipinos and that Filipino ownership or interest shall not be less than twenty-five percent (25%): Provided, finally, that when the design services in which the joint venture wishes to engage involve the practice of profession regulated by law, all those who will actually perform the services shall be Filipino citizens and regulated professional authorized by the appropriate regulatory body to practice those professions and allied professions and where foreign designers are required, the foreigner designer must be authorized by the appropriate Philippines Government professional regulatory body to engage in the practice of those professions and allied professions.

9.0 CONTENTS OF THE BID

9.1 Technical Proposal (First Envelope) – The first envelope shall contain all the required documents for the Infrastructure projects under Section 25.2 (b) of the IRR of RA 9184 and the following additional documents:

a. Preliminary Design Plans – Design scheme of the proposed VRF-HVAC system and back-up power generators for the Passenger Terminal Building must comply with the prescribed performance specifications and parameters. The plans should contain the following:

1. Location Plan/Vicinity Map
2. General Notes on Design Parameters
3. Technical Specifications
4. Design plans for VRF-HVAC system
   a) Air Cooled Conditioning Units (ACCUs) including accessories
   b) Fan Coil Units (FCUs) including accessories
   c) Air Ducting System
   d) Refrigerant Piping System
   e) Condensate Drain System
   f) Ventilating Equipment including accessories
   g) Energy Recovery Ventilators (ERVs) including accessories
5. Design plans for Electrical system (PTB, VF-HVAC and Generator Units)
   a) Single Line Diagram
   b) Schedule of Loads
   c) Riser Diagram
   d) Electrical Layout Plan

b. Design and construction methods;
c. List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualification and experience data, and
d. Value engineering analysis of design and construction method.

9.2 **Financial Proposal (Second Envelope)** – The second envelope shall contain all the required documents for Infrastructure projects under Section 25.3 of the Revised IRR of R.A. 9184 and the following documents:

a. Lump sum bid price, which shall include the detailed engineering cost, in the prescribed Bid Form;
b. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid; and
c. Cash flow by quarter and payment schedule

10.0 PROCEDURE AND CRITERIA FOR BIDS EVALUATION

Bid Evaluation

For the detailed evaluation of the design and build proposal, a two-step procedure shall be adopted by the BAC which shall apply in case of any inconsistencies with the contents of the Tender Documents, to wit:

1. **First-Step Procedure:**

   A. The first step of the evaluation shall involve the review of the preliminary conceptual designs and track record submitted by the contractor as indicated in the bid documents using a non-discretionary "pass/fail" criteria that involve compliance with the following requirements:
      a. Adherence of preliminary design plans to the required performance specifications and parameters and degree of details;
      b. Concept of approach and methodology for detailed engineering, design and construction with emphasis on the clarity, feasibility, innovativeness of the plan approach, and the quality of interpretation of project problems, risk and suggested solutions;
      c. Quality of personnel to be assigned to the project which covers suitability of key staff to perform the duties of the particular assignments and general qualifications and competence including education and training of the key staff.

   B. For complex or unique undertaking, such as those involving highly specialized or advance engineering technology, eligible bidders may be required, at the option of the agency concerned, to make and oral presentation within (15) calendar days after the deadline for submission of technical proposals.

2. **Second-Step Procedure:**

   Only those bids that passed the above criteria shall be subjected to the second step of evaluation.

   The BAC shall open the financial proposal of each "passed" bidder and shall obtain and evaluate it using non-discretionary criteria – including arithmetical corrections for computational errors – as stated in the Bidding Documents, and thus determine the correct total calculated bid prices. The BAC shall automatically disqualify any calculated bid price which exceeds the ABC. The total calculated bid prices (not exceeding the ABC) shall be ranked, in ascending order, from lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculate Bid (LCB).

11.0 DATA TO BE PROVIDED BY THE PPA

The following data shall be provided by PPA:
(Note: These data are for reference only. The PPA does not guarantee to the contractor that the data provided are correct, free from error, and applicable to the project at hand. The Contractor is responsible for the accuracy or applicability of any data that he will use in his design-build proposal and services.)

11.1 Architectural Plans
11.2 Electrical Plans
11.3 Sanitary Plans
11.4 Structural Plans
11.5 Concept Design Plans

11.6 Other Relevant Data

12.0 DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR DURING CONTRACT IMPLEMENTATION

The following documents shall be provided by the Contractor during Contract Implementation:

12.1 Signed Contract
12.2 Approved "For Construction" Drawings
12.3 Approved Technical Specifications
12.4 Approved Detailed Cost Estimates with unit price analysis
12.5 Detailed Engineering Plans
12.6 Design Analysis
12.7 Survey Data
12.8 Design Report
12.9 Environmental Impact Statement
12.10 Inspection Report of the Building
12.11 Electrical report of the existing building
12.12 As-Built Plans