



**DOTr-LFP-PLW-01-2020 – ROXAS PORT
DEVELOPMENT PROJECT,
PORT OF ROXAS, PALAWAN**

BID DOCUMENTS

PPA-PMO-PALAWAN-BAC

PORT MANAGEMENT OFFICE – PALAWAN

PPA Administrative Building, Port Area

Port Area, Brgy. Bagong Pag-asa, Puerto Princesa City, Palawan

Telefax. Nos. (048) 434-4881, Email address: pmopalawanbac@gmail.com

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SECTION I

INVITATION TO BID



INVITATION TO BID

FOR THE DOTr-LFP-PLW-01-2020 ROXAS PORT DEVELOPMENT PROJECT, PORT OF ROXAS, PALAWAN

The Philippine Ports Authority PMO-Palawan, through the Corporate Budget of the Authority for CY 2020, intends to apply the sum of **₱ 14,282,875.06** being the Approved Budget for the Contract (ABC) to payments under the contract for the **DOTr-LFP-PLW-01-2020 – ROXAS PORT DEVELOPMENT PROJECT, PORT OF ROXAS, PALAWAN**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Philippine Ports Authority – PMO Palawan now invites bids for **a) General Expenses, b) Back-up Area with Stair landing, c) Construction of Cargo Shed**. Completion of the Works is required in **Two Hundred Ten (210) calendar days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instruction to Bidders.

Bidding will be conducted through open competitive bidding procedures using nondiscretionary “**pass/fail**” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184), otherwise known as the “Government Procurement Reform Act.”

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least seventy five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.

Interested bidders may obtain further information from the Philippine Ports Authority PMO-Palawan Bids and Awards Committee (BAC) 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 starting on **November 5, 2020** from the address 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 (₱ 25,000.00)**.

It may also be downloaded free of charge from the website of the Philippine Government Electronics Procurement System (PhilGEPS) and at the website of the Philippine Ports Authority, provided the bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

The Philippine Ports Authority PMO-Palawan’s Bids and Awards Committee (BAC) will hold a Pre-Bid Conference on **November 13, 2020, 10:00 A.M.** at Conference Room, 2nd Floor, PPA Administrative Building, Port Area, Puerto Princesa City, which shall be open to all prospective bidders.

Bids must be duly received by the BAC Members thru BAC Secretariat at the address below on or before **9:00 A.M. of November 25, 2020**. All bids must be

accompanied by a bid security in any of the acceptable forms and in the amount stated in the bidding documents.

Bid Opening shall be on **November 25, 2020, 9:30 A.M.** at Conference Room, 2nd Floor, PPA PMO–Palawan Administrative Building, Port Area, Puerto Princesa City. Bids will be opened in the presence of the bidder’s representatives who choose to attend. Late bids shall not be accepted.

*Required PCAB Registration: **SMALL B – Port, Harbor and Off-shore Engineering**

The Philippine Ports Authority PMO-Palawan 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 Section 41 of RA 9184 and its 2016 IRR without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

MARIZA O. NALLANA
Head Secretariat
BAC PMO-Palawan
Port Area, Puerto Princesa City
Telephone No.: (048) 433-0356 or (048) 716-6864
Email Address: pmopalawanbac@gmail.com

(sgd.)
JEMUEL B. APELLIDO
Chairperson
PPA PMO-Palawan Bids and Awards Committee

SECTION II

INSTRUCTION TO BIDDERS

A. General

1. Scope of Bid

- 1.1 The Procuring Entity named in the **BDS**, invites bids for the construction of Works, as described in Section VI. Technical Specifications.
- 1.2 The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 27.
- 1.3 The successful Bidder will be expected to complete the Works by the intended completion date specified in **SCC** Clause 1.17.

2. Source of Funds

The Procuring Entity has a budget or received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the Contract for the Works.

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

- 3.1 Unless otherwise specified in the **BDS**, the Procuring Entity, as well as bidders and contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Funding Source:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Procuring Entity, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019;
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and

- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract funded by the Funding Source.

3.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

3.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 34.

4. **Conflict of Interest**

4.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2 In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (h) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (i) If the Bidder is a partnership, to all its officers and members;
- (j) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (k) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (l) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c) or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

- 5.1 Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this Bidding:
- (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines.
 - (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino ownership or interest is less than 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 a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.
- 5.2 The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**.
- 5.3 Government owned or controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4 (a) 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 Philippine Statistics Authority (PSA) consumer price index. However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.
- (b) 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 **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**.

- 5.5 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated 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 for this Project.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

6. Bidder's Responsibilities

- 6.1 The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX. Bidding Forms as required in **ITB** Clause 12(b)(iii).

- 6.2 The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 10.4.
- (e) Ensuring that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that 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;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory 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, accompanied by the duly

notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.
 - (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and
 - (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it 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;

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3 The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 6.4 It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or 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.

- 6.5 The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 6.6 Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.
- 6.7 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8 The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods and Services

There is no restriction on the origin of Goods, or Contracting of Works or Services other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

8. Subcontracts

- 8.1 Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Works to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2 Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Works shall be disallowed.
- 8.3 The Bidder may identify the subcontractor to whom a portion of the Works will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
 - (b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids, but not earlier than seven (7) calendar days from the posting of the Invitation to Bid/Bidding Documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.1 Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1 Prospective bidders may request for clarification(s) on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2 The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3 Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4 Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1 Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class "A" Documents

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR;
- (ii) Statement 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

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) nature of work;
- (ii.6) contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;

- (ii.7) total contract value at award;
- (ii.8) date of completion or estimated completion time;
- (ii.9) total contract value at completion, if applicable;
- (ii.10) percentages of planned and actual accomplishments, if applicable; and
- (ii.11) value of outstanding works, if applicable.

The statement of the Bidder's SLCC shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted;

- (iii) Unless otherwise provided in the **BDS**, a valid special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project; and
- (iv) NFCC computation in accordance with ITB Clause 5.5.

Class "B" Documents

- (v.) If applicable, Joint Venture Agreement (JVA) in accordance with RA 4566.

(b) Technical Documents –

- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instruments.
- (ii) Project Requirements, which shall include the following:
 - (ii.1) Organizational chart for the contract to be bid;
 - (ii.2) List of contractor's 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. These personnel must meet the required minimum years of experience set in the **BDS**; and
 - (ii.3) 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, which must meet the minimum requirements for the contract set in the **BDS**; and

- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms

13. Documents Comprising the Bid: Financial Component

13.1 Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with **ITB** Clauses 15.1 and 15.3; and
- (b) Any other document related to the financial component of the bid as stated in the **BDS**.

13.2 (a) Unless otherwise stated in the **BDS**, all Bids that exceed the ABC shall not be accepted.

- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
- (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of infrastructure projects) and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.
- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for

purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

- 14.2 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.
- 14.3 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1 The contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 15.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be provided for.
- 15.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- 15.4 All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in GCC Clause 48. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Furthermore, 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.

16. Bid Currencies

- 16.1 All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the Bid Opening.

- 16.2 If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 16.3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1 Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

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

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. <i>For biddings conducted by LGUs, the Bank Draft/ Guarantee, or irrevocable letter of credit may be issued by other banks certified by the</i>	

<i>BSP as authorized to issue such financial instrument.</i>	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 32.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2 The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3 No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB** Clause 18.2.
- 18.4 Upon signing and execution of the contract, pursuant to **ITB** Clause 31, and the posting of the performance security, pursuant to **ITB** Clause 32, the successful Bidder's Bid Security will be discharged, but in no case later than the Bid Security validity period as indicated in **ITB** Clause 18.2.
- 18.5 The bid security may be forfeited:
- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 27(d);
 - (iii) has a finding against the veracity of the required documents submitted in accordance with ITB Clause 28.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids

in order to influence the outcome of eligibility screening or any other stage of the public bidding;

- (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 31;
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 32.

19. Format and Signing of Bids

- 19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IX. Bidding Forms on or before the deadline specified in the **ITB** Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2 Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4 Each and every page of the Bid Form, including the Bill of Quantities, under Section IX hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

20.1 Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT,” and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT,” sealing them all in an outer envelope marked “ORIGINAL BID.”

20.2 Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and “COPY NO. ____ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____,” respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

20.3 The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

20.4 All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 20.1;
- (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
- (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.

20.5 Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes

of Bid Submission and Opening, the Bidder's name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

- 23.1 The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3 Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1 The BAC shall open the Bids in public, immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2 Unless otherwise specified in the BDS, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in ITB Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".

- 24.3 Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible Bidder whose first bid envelope was rated “passed.” The second envelope of each complying Bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as “failed.” Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.
- 24.4 Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5 All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6 In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR.:
- a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - b) Mayor’s/Business permit issued by the local government where the principal place of business of the Bidder is located; and
 - c) Audited Financial Statements showing, among others, the prospective Bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7 Each partner of a joint venture agreement shall likewise submit the document required in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12(a)(ii) to 12.1(a)(iv) by any of the joint venture partners constitutes compliance.
- 24.8 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.9 The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the Bid Opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.

24.10 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

25.1 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.

25.2 Any effort by a Bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered

27. Detailed Evaluation and Comparison of Bids

27.1 The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.

27.2 The Lowest Calculated Bid shall be determined in two steps:

- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
- (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

27.3 The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary "pass/fail" criterion. The BAC shall consider the following in the evaluation of bids:

- (c) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

- (d) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 27.4 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 27.5 The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.
- 27.6 Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 27.7 If so indicated pursuant to **ITB** Clause 1.2. Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids 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 prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 27.3.

28. Post Qualification

- 28.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 28.2 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**.
- Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
- 28.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems

necessary and appropriate, using a non-discretionary “pass/fail” criterion, which shall be completed within a period of twelve (12) calendar days.

- 28.4 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.
- 28.5 A negative determination shall result in rejection of the Bidder’s bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid, with a fresh period to make a similar determination of that Bidder’s capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation of contract award.
- 28.6 Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.7 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the Bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

29. Reservation Clause

- 29.1 Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder’s capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
 - (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

29.3 In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (d) No bids are received;
- (e) All prospective Bidders are declared ineligible;
- (f) All bids fail to comply with all the bid requirements, fail post-qualification; or
- (g) The Bidder with the LCRB refuses, without justifiable cause, to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

30. Contract Award

- 30.1 Subject to **ITB** Clause 28, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 30.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder; or
 - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or

International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a pre-condition to the Award;

- (b) Posting of the performance security in accordance with **ITB** Clause 32;
- (c) Signing of the contract as provided in **ITB** Clause 31; and
- (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31. Signing of the Contract

- 31.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 31.3 The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4 The following documents shall form part of the contract:
 - (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning Bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
 - (d) Performance Security;
 - (e) Notice of Award of Contract; and
 - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

32. Performance Security

- 32.1 To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 32.2 The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the

percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	<p>Ten percent (10%)</p>
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

32.3 Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

33. Notice to Proceed

Within seven (7) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract

to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

34. Protest Mechanism

Decision of the procuring entity at any stage of the procurement process may be questioned in accordance with Sections 55 of the IRR of RA 9184.

SECTION III

BID DATA SHEET

Bid Data Sheet

ITB Clause																									
1.1	<p>The Procuring Entity is Philippine Ports Authority PMO Palawan.</p> <p>The name of the Contract is ROXAS PORT DEVELOPMENT PROJECT, PORT OF ROXAS, PALAWAN.</p> <p>The identification number of the Contract is DOTr-LFP-PLW-01-2020.</p>																								
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through Corporate Budget of the Authority for CY 2020 in the amount of ₱ 14,282,875.06.</p> <p>The name of the Project is ROXAS PORT DEVELOPMENT PROJECT, PORT OF ROXAS, PALAWAN.</p>																								
3.1	No further instructions.																								
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5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.																								
5.4(a)	No further instructions.																								
5.4(b)	<p>For this purpose, similar contracts shall refer to contracts which have the same major categories of work.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Major Categories of Work</u> (Experience Required)</th> <th style="text-align: center;"><u>Percentage Weight</u></th> <th style="text-align: center;"><u>Required Quantity</u> (50% of BOQ)</th> </tr> </thead> <tbody> <tr> <td colspan="3">a. Rockworks</td> </tr> <tr> <td style="padding-left: 20px;">1. 500 kg./pc. Armour rocks</td> <td style="text-align: center;">22.98 %</td> <td style="text-align: center;">258.00 cu.m.</td> </tr> <tr> <td style="padding-left: 20px;">2. 50-100 kg./pc. Core rocks</td> <td style="text-align: center;">10.81 %</td> <td style="text-align: center;">127.00 cu.m.</td> </tr> <tr> <td colspan="3">b. Fill Materials</td> </tr> <tr> <td style="padding-left: 20px;">c. Reinforced Concrete Works</td> <td style="text-align: center;">11.40 %</td> <td style="text-align: center;">59.00 cu.m.</td> </tr> <tr> <td colspan="3">d. Paving Works (PCCP) including Base course</td> </tr> <tr> <td style="padding-left: 20px;">e. Cargo shed</td> <td style="text-align: center;">21.91 %</td> <td style="text-align: center;">83.00 sq.m.</td> </tr> </tbody> </table>	<u>Major Categories of Work</u> (Experience Required)	<u>Percentage Weight</u>	<u>Required Quantity</u> (50% of BOQ)	a. Rockworks			1. 500 kg./pc. Armour rocks	22.98 %	258.00 cu.m.	2. 50-100 kg./pc. Core rocks	10.81 %	127.00 cu.m.	b. Fill Materials			c. Reinforced Concrete Works	11.40 %	59.00 cu.m.	d. Paving Works (PCCP) including Base course			e. Cargo shed	21.91 %	83.00 sq.m.
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8.1	Subcontracting is not allowed.																								
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9.1	<p>The Procuring Entity will hold a pre-bid conference for this Project on</p> <p style="text-align: center;">November 13, 2020 10:00 A.M.</p> <p style="text-align: center;">Conference Room, 2nd Floor, PPA-PMO Palawan, Admin. Building, Port Area, Puerto Princesa City, Palawan</p>																								
10.1	The Procuring Entity's address is:																								

	PMO-PALAWAN-BAC Philippine Ports Authority, PMO-Palawan, Admin. Building, Port Area, Puerto Princesa City, Palawan Tel.No.(048) 433-0356 or 434-5321 E-mail: pmopalawanbac@gmail.com																																																																					
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13.1(b)	<p>This shall include all of the following documents:</p> <ol style="list-style-type: none"> 1) Bid prices in the Bill of Quantities; 2) 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 3) Cash flow by quarter or payment schedule.
13.2	The ABC is P 14,282,875.06 . Any bid with a financial component exceeding this amount shall not be accepted.
14.2	No further instructions.
15.4	No further instruction.
16.1	The bid prices shall be quoted in Philippine Pesos.
16.3	No further instructions.
17.1	Bids will be valid until (not exceeding One Hundred Twenty (120) days from the date of the opening of bids).
18.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: 1. The amount of not less than P 1,428,287.51 , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of not less than P 4,284,862.52 if bid security is in Surety Bond
18.2	The bid security shall be valid until Two Hundred Ten (210) days from the date set for Bid Opening
20.3	Each Bidder shall submit One (1) original and Four (4) copies of their Technical and Financial Bid, properly book-bound with hard/soft cover. Screw-bound, ring-bound and combo-bound documents are not acceptable. Failure to comply with these requirements shall be a ground for disqualification.
21	The address for submission of bids is: PMO Palawan BAC Office, 2nd Floor, PPA-Admin. Building, Port Area, Puerto Princesa City, Palawan The deadline for submission of bids is: 25 NOVEMBER 2020 9:00 A.M.
24.1	The place of bid opening is: PPA Conference Room, 2nd Floor, Admin. Building, Port Area, Puerto Princesa City, Palawan The date and time of bid opening is : 25 NOVEMBER 2020 9:30 A.M.

24.2	No further instructions.
24.3	No further instructions.
27.3	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
27.4	No further instructions.
28.2	None.
31(f)	Other contract documents are as follows: Construction Schedule and S-Curve Manpower Schedule, Construction Methods, Equipment Utilization Schedule, Construction Safety and Health Program received by the Department of Labor and Employment and PERT/CPM or other acceptable tools of project scheduling.

SECTION IV

GENERAL CONDITIONS OF CONTRACT

1. Definitions

For purposes of this Clause, boldface type is used to identify defined terms.

- 1.1. The **Arbiter** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in **GCC** Clause 21.
- 1.2. **Bill of Quantities** refers to a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.
- 1.3. The **Completion Date** is the date of completion of the Works as certified by the Procuring Entity's Representative, in accordance with **GCC** Clause 49.
- 1.4. The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works.
- 1.5. The **Contract Effectivity Date** is the date of signing of the Contract. However, the contractor shall commence execution of the Works on the Start Date as defined in GCC Clause 1.28.
- 1.6. The **Contract Price** is the price stated in the Notice of Award and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract
- 1.7. **Contract Time Extension** is the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.
- 1.8. The **Contractor** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.
- 1.9. The **Contractor's Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.10. **Days** are calendar days; months are calendar months.
- 1.11. **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- 1.12. A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.13. The **Defects Liability Certificate** is the certificate issued by Procuring Entity's Representative upon correction of defects by the Contractor.
- 1.14. The **Defects Liability Period** is the one year period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense.
- 1.15. **Drawings** are graphical presentations of the Works. They include all supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.

- 1.16 **Equipment** refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Work provided by the Contractor and which shall not form or are not intended to form part of the Permanent Works.
- 1.17 The **Intended Completion Date** refers to the date specified in the SCC when the Contractor is expected to have completed the Works. The Intended Completion Date may be revised only by the Procuring Entity's Representative by issuing an extension of time or an acceleration order.
- 1.18 **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.19 The **Notice to Proceed** is a written notice issued by the Procuring Entity or the Procuring Entity's Representative to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.
- 1.20 **Permanent Works** are all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity and which shall remain at the Site after the removal of all Temporary Works.
- 1.21 **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.22 The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the SCC.
- 1.23 The **Procuring Entity's Representative** refers to the Head of the Procuring Entity or his duly authorized representative, identified in the SCC, who shall be responsible for supervising the execution of the Works and administering this Contract.
- 1.24 The **Site** is the place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the SCC, or notified to the Contractor by the Procuring Entity's Representative as forming part of the Site.
- 1.25 **Site Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.26 **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.
- 1.27 **Specifications** means the description of Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.
- 1.28 The **Start Date**, as specified in the SCC, is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

- 1.29 A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.
- 1.30 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.
- 1.31 **Work(s)** refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity's Representative; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the SCC.

2. Interpretation

- 2.1. In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this Contract unless specifically defined. The Procuring Entity's Representative will provide instructions clarifying queries about the Conditions of Contract.
- 2.2. If sectional completion is specified in the SCC, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3. The documents forming this Contract shall be interpreted in the following order of priority:
- a) Contract Agreement;
 - b) Bid Data Sheet;
 - c) Instructions to Bidders;
 - d) Addenda to the Bidding Documents;
 - e) Special Conditions of Contract;
 - f) General Conditions of Contract;
 - g) Specifications;
 - h) Bill of Quantities; and
 - i) Drawings.

3. Governing Language and Law

- 3.1. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents

pertaining to this Contract which are exchanged by the parties shall be written in English.

- 3.2. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4. Communications

Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is received by the concerned party.

5. Possession of Site

- 5.1. On the date specified in the SCC, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with 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.
- 5.2. If possession of a portion is not given by the date stated in the SCC Clause 5.1, 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 shall be in accordance with **GCC** Clause 47.
- 5.3. The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.
- 5.4. The Contractor shall allow the Procuring Entity's Representative and any person authorized by the Procuring Entity's Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.

6. The Contractor's Obligations

- 6.1. The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.
- 6.2. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- 6.3. The Contractor shall be responsible for the safety of all activities on the Site.
- 6.4. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.

- 6.5. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, 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.
- 6.6. If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract.
- 6.7. During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.
- 6.8. The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- 6.9. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.
- 6.10. Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.

7. Performance Security

- 7.1. 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 Contractor shall furnish the performance security in any of the forms prescribed in **ITB** Clause 32.2.
- 7.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
- 7.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 7.4. The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
 - (b) The Contractor has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.

- 7.5. The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause 0 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.
- 7.6. In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.
- 7.7. Unless otherwise indicated in the SCC, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 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.

8. Subcontracting

- 8.1. Unless otherwise indicated in the SCC, the Contractor cannot subcontract Works more than the percentage specified in **BDS** Clause 8.1.
- 8.2. Subcontracting of any portion of the Works does not relieve the Contractor of any liability or obligation under this Contract. The Contractor 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.
- 8.3. If subcontracting is allowed. The contractor may identify its subcontractor during contract implementation stage. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by any Procuring Entity to be eligible, the subcontracting of such portion of the Works shall be disallowed.

9. Liquidated Damages

- 9.1. The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity may rescind or terminate this

Contract, without prejudice to other courses of action and remedies available under the circumstances.

- 9.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

10. 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.

11. The Procuring Entity, Licenses and Permits

The Procuring Entity shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals, which are required for the Works.

12. Contractor's Risk and Warranty Security

- 12.1. The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.
- 12.2. The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
- 12.3. Unless otherwise indicated in the SCC, in case the Contractor fails to comply with the preceding paragraph, 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.
- 12.4. After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for "Structural Defects," *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or "Structural Failures," *i.e.*, where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:

- (a) Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
- (b) Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
- (c) Procuring Entity’s Representatives/Project Manager/Construction Managers and Supervisors – The project owner’s representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;
- (d) Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.
- (e) Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.

12.5. The warranty against Structural Defects/Failures, except those occasioned on force majeure, shall cover the period specified in the SCC reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.

12.6. The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

Form of Warranty	Amount of Warranty Security Not less than the Percentage (%) of Total Contract Price
(a) Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Five Percent (5%)
(b) Bank guarantee confirmed by Universal or Commercial bank: provided, however, that the letter of	Ten Percent (10%)

credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	
(c) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission	Thirty Percent (30%)

12.7. The warranty security shall be stated in Philippine Pesos and shall remain effective for one year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.

12.8. In case of structural defects/failure occurring during the applicable warranty period provided in **GCC** Clause 12.5, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

13. 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.

14. Procuring Entity's Risk

14.1. From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
 - (i) any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

15. Insurance

15.1. The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:

- (a) Contractor's All Risk Insurance;

- (b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
 - (c) Personal injury or death of Contractor's employees; and
 - (d) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.
- 15.2. The Contractor shall provide evidence to the Procuring Entity's Representative that the insurances required under this Contract have been effected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity's Representative. Such evidence and such policies shall be provided to the Procuring Entity's through the Procuring Entity's Representative.
- 15.3. The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity's Representative the insurance policies in force including the receipts for payment of the current premiums.

The above insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity's Representative.

- 15.4. If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 15.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under **GCC** Clause 40 until the Contractor complies with this Clause.
- 15.6. The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:
- (a) The issuer of the insurance policy to be replaced has:
 - (i) become bankrupt;
 - (ii) been placed under receivership or under a management committee;
 - (iii) been sued for suspension of payment; or

- (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
- (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

16. Termination for Default of Contractor

16.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:

- (i) Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;
- (ii) Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or
- (iii) The Contractor:
 - (i) abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
 - (ii) does not actually have on the project Site the minimum essential equipment listed on the bid necessary to prosecute the Works in accordance with the approved Program of Work and equipment deployment schedule as required for the project;
 - (iii) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
 - (iv) neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or
 - (v) sub-lets any part of this Contract without approval by the Procuring Entity.

16.2. All materials on the Site, Plant, Works, including Equipment purchased and funded under the Contract shall be deemed to be the property of the Procuring Entity if this Contract is rescinded because of the Contractor's default.

17. Termination for Default of Procuring Entity

The Contractor may terminate this Contract with the Procuring Entity if the works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of its own, due to any of the following reasons:

- (a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of this Contract; or
- (b) The prosecution of the Work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

18. Termination for Other Causes

- 18.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate this Contract for the convenience of the Procuring Entity if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.
- 18.2. The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.
- 18.3. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
 - (a) The Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;
 - (b) The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight (28) days;
 - (c) The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;
 - (d) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity's Representative's certificate;
 - (e) The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative;
 - (f) The Contractor does not maintain a Security, which is required;
 - (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **GCC** Clause 9; and

- (h) 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, the following:
 - (i) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1(a), unless otherwise specified in the SCC;
 - (ii) drawing up or using forged documents;
 - (iii) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (iv) any other act analogous to the foregoing.

18.4. The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.

18.5. When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under **GCC** Clause 18.3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.

18.6. If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

19. Procedures for Termination of Contracts

19.1. The following provisions shall govern the procedures for the termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Contractor to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract;
- (d) The Procuring Entity may, at any time before receipt of the Contractor's verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

19.2. Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

- (a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP");
- (b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
 - (i) Employment of competent technical personnel, competent engineers and/or work supervisors;
 - (ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;

- (iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - (iv) Deployment of committed equipment, facilities, support staff and manpower; and
 - (v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
- (c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
 - (d) Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System ("CPES") rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance:
 - (i) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
 - (ii) Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.
 - (e) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

In addition to the penalty of suspension, the performance security posted by the contractor shall also be forfeited.

20. Force Majeure, Release From Performance

- 20.1. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.
- 20.2. If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity's Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.

- 20.3. If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.
- 20.4. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:
 - (a) any sum to which the Contractor is entitled under **GCC** Clause 28;
 - (b) the cost of his suspension and demobilization;
 - (c) any sum to which the Procuring Entity is entitled.
- 20.5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

21. Resolution of Disputes

- 21.1. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 21.2. If the Contractor believes that a decision taken by the Procuring Entity's Representative was either outside the authority given to the Procuring Entity's Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the SCC within fourteen (14) days of the notification of the Procuring Entity's Representative's decision.
- 21.3. Any and all disputes arising from the implementation of this Contract covered by the R.A. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": *Provided, however*, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of the Act and its IRR: *Provided, further*, That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

22. Suspension of Loan, Credit, Grant, or Appropriation

In the event that the Funding Source suspends the Loan, Credit, Grant, or Appropriation to the Procuring Entity, from which part of the payments to the Contractor are being made:

- (a) The Procuring Entity is obligated to notify the Contractor of such suspension within seven (7) days of having received the suspension notice.
- (b) If the Contractor has not received sums due it for work already done within forty five (45) days from the time the Contractor's claim for payment has been certified by the Procuring Entity's Representative, the Contractor may immediately issue a suspension of work notice in accordance with **GCC** Clause 45.2.

23. Procuring Entity's Representative's Decisions

- 23.1. Except where otherwise specifically stated, the Procuring Entity's Representative will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.
- 23.2. The Procuring Entity's Representative may delegate any of his duties and responsibilities to other people, except to the Arbiter, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

24. Approval of Drawings and Temporary Works by the Procuring Entity's Representative

- 24.1. All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity's Representative before its use.
- 24.2. The Contractor shall be responsible for design of Temporary Works.
- 24.3. The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 24.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

25. Acceleration and Delays Ordered by the Procuring Entity's Representative

- 25.1. When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity's Representative will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- 25.2. If the Contractor's Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

26. Extension of the Intended Completion Date

- 26.1. The Procuring Entity's Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.
- 26.2. The Procuring Entity's Representative shall decide whether and by how much to extend the Intended Completion Date within twenty one (21) days of the Contractor asking the Procuring Entity's Representative for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Right to Vary

27.1. The Procuring Entity's Representative with the prior approval of the Procuring Entity may instruct Variations, up to a maximum cumulative amount of ten percent (10%) of the original contract cost.

27.2. Variations shall be valued as follows:

- (a) At a lump sum price agreed between the parties;
- (b) where appropriate, at rates in this Contract;
- (c) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
- (d) at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the HoPE.

28. Contractor's Right to Claim

If the Contractor incurs cost as a result of any of the events under **GCC** Clause 13, the Contractor shall be entitled to the amount of such cost. If as a result of any of the said events, it is necessary to change the Works, this shall be dealt with as a Variation.

29. Dayworks

29.1. Subject to **GCC** Clause 43 on Variation Order, 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.

29.2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity's Representative. Each completed form shall be verified and signed by the Procuring Entity's Representative within two days of the work being done.

29.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. Early Warning

30.1. The Contractor shall warn the Procuring Entity's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity's Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

30.2. The Contractor shall cooperate with the Procuring Entity's Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity's Representative.

31. Program of Work

- 31.1. Within the time stated in the SCC, the Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 31.2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 31.3. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.
- 31.4. The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.
- 31.5. When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 31.6. All Variations shall be included in updated Program of Work produced by the Contractor.

32. Management Conferences

- 32.1. Either the Procuring Entity's Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.
- 32.2. The Procuring Entity's Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Procuring Entity's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

33. Bill of Quantities

- 33.1. The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.
- 33.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

- 33.3. If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.
- 33.4. If requested by the Procuring Entity's Representative, the Contractor shall provide the Procuring Entity's Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

34. Instructions, Inspections and Audits

- 34.1. The Procuring Entity's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.
- 34.2. If the Procuring Entity's Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.
- 34.3. The Contractor shall permit the Funding Source named in the SCC to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

35. Identifying Defects

The Procuring Entity's Representative shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Entity's Representative may instruct the Contractor to search uncover defects and test any work that the Procuring Entity's Representative considers below standards and defective.

36. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

37. Correction of Defects

- 37.1. The Procuring Entity's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is One (1) year from project completion up to final acceptance by the Procuring Entity's Representative.
- 37.2. Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity's Representative's notice.
- 37.3. The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.

37.4. The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

38. Uncorrected Defects

38.1. The Procuring Entity shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.

38.2. The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

39. Advance Payment

39.1. No Advance payments or mobilization fees shall, as a rule, be extended or paid to the winning bidder per DOTr memorandum dated July 10, 2018.

40. Progress Payments

40.1. The Contractor may submit a request for payment for Work accomplished. Such request 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.

40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:

- (a) Cumulative value of the work previously certified and paid for.
- (b) Retention money in accordance with the condition of contract.
- (c) Amount to cover third party liabilities.
- (d) Amount to cover uncorrected discovered defects in the works.

40.3. Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.

40.4. The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.

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 210 Calendar Days (C.D.) 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, PMO-Palawan, Admin. Building, Port Area, Puerto Princesa City, Palawan
1.23	The Procuring Entity's Representative is: JEMUEL B. APELLIDO PMO-PALAWAN-BAC Chairperson, PPA Admin. Building, Port Area, Puerto Princesa City, Palawan
1.24	The Site is located at Port of Roxas, Roxas, Palawan and is defined in the plans/drawings (Vicinity Map)
1.28	The Start Date shall commence within seven (7) calendar days from the date of Notice to Proceed.
1.31	The Works consist of : a) GENERAL EXPENSES b) BACK-UP AREA WITH STAIR LANDING c) CONSTRUCTION OF CARGO SHED
2.2	Not applicable.
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. Project Manager b. Project Engineer c. Materials Engineer d. Safety and Health Officer e. Foreman NOTE : The Key Personnel shall be supported with Bio-data, Photo copy of valid PRC License for the Project Engineer (preferred Civil Engineer), Photocopy of valid Materials Engineer's DPWH Accreditation and Photocopy of the Certificate of Training of the Construction Safety and Health Officer issued by the DOLE Accredited Training.
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	In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years
13	If the Contractor is a joint venture, "All partners to the joint venture 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	Dayworks are applicable at the rate shown in the Contractor's original Bid.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ___ <i>days of delivery of the Notice of Award.</i>
31.3	The period between Program of Work updates is ___ <i>days.</i> The amount to be withheld for late submission of an updated Program of Work is <i>One-tenth of one percent (1/10 of 1%) of the amount of his succeeding billing claim.</i>
34.3	The Funding Source is the PPA Corporate Budget of the Authority for CY 2020.
39.1	No advance payments or mobilization fees shall, as a rule, be extended or paid to the winning bidder per DOTr memorandum dated July 10, 2018.
40.1	No further instructions.
42.3	Substitution of cash retention money with irrevocable standby letter of credit from commercial bank guarantee or surety bond callable on demand shall no longer be allowed and is discontinued per PPA unnumbered Memorandum dated July 15, 2020.
51.1	The date by which "as built" drawings are required is <i>Fifteen (15) days after project completion..</i>
51.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>One-tenth of one percent (1/10 of 1%) of the amount of the final billing.</i>

SECTION VI

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

I. SITE WORKS

1.0 MOBILIZATION & DEMOBILIZATION

1.1.1 GENERAL

Work under this Contract shall be in accordance with the terms and conditions stipulated in the Conditions of Contract and Section 1 "General Requirements" of these Specifications and shall apply to this Section whether herein referred to or not.

1.1.2 SCOPE OF WORK

This Section includes mobilization, demobilization, assembly and disassembly of equipment/plants including incidentals necessary to complete the work.

1.1.3 MOBILIZATION

- a) The Contractor shall mobilize and put into operation all equipment and plants required to undertake the Contract.
- b) Mobilization shall include the transferring to the job-sites of all equipment, plants, supplies and materials, personnel, and all items necessary for the execution and completion of the work, and shall also include the setting up of all equipment, instruments and all other plants until rendered operable, subject to the confirmation of the Engineer.
- c) Sufficient supply of spares for the equipment and plants shall be carried on-site. Equipment/plants encountering breakdowns must be repaired on site by the most expeditious method possible at no cost to the Procuring Entity. In the event that the equipment/plants call for major repair works that cannot be undertaken at the site, the Contractor shall replace such equipment/plants with equal or better performance capacity at no additional mobilization costs to the Procuring Entity and the Contractor shall not be entitled to any time extension.

1.1.4 DEMOBILIZATION

Demobilization upon request of the Contractor and approved by the Engineer, shall include the dismantling, preparation and loading for removal and shipment of all Contractor's plant, equipment and personnel at each site after completion of the works.

2.0 BILLBOARDS / BARRICADES / SIGNAGES AND OTHER SAFETY DEVICES

- a. The Contractor shall provide two (2) sets of project billboard (format to be supplied by PPA) and shall be posted at the project site during the whole duration of the project. Sufficient and appropriate barricades / warning signages shall be provided to ensure safety of workers as well as the public. The contractor shall also strictly follow the health protocols as required by the health authorities as well as the PPA Engineering Circular No 01-2020 dated 15, May, 2020, *Safety Guidelines for the Implementation of all PPA (CAPEX & RM) and DOTr, Tourism and Social Reform Projects During the COVID-19 Public Health Crisis.*

3.0 CONSTRUCTION PHOTOGRAPHS

- b. Provide record progress photographs taken at a fixed point and angle as, 1/12 when and where directed by the Engineer at intervals of not more than ten (10) days. The photographs shall be sufficient in number and location to record the exact progress of works. The Contractor shall provide the Engineer all the photographs stored in CDs- properly labeled. Billing photographs shall be in 4R size with corresponding billboard indicating the name of the project and location, bill number, item number, name of the person taking the photograph, date taken and the on-going activity.

4.0 MONTHLY PROGRESS REPORT

- a) The Contractor shall maintain a daily log describing the important events pertaining to the Works, the working hours, the number of laborers employed, effective operation time of equipment, overtime hours, delays due to meteorological and maritime conditions, lack of labor, materials or equipment, progress made including those for dredging and reclamation works, and instructions, notifications and recommendations made by the Engineer.

5.0 AS-BUILT DRAWINGS AND FINAL CONSTRUCTION REPORT

Within fifteen (15) calendar days after the issuance of the Taking Over Certificate, the Contractor shall prepare an as-built drawings and a final construction report as draft. And within fifteen (15) calendar days after the issuance of the Taking Over Certificate, the Contractor shall submit the Final Construction Report and Final As-Built drawings.

II. BACK-UP AREA WITH STAIRLANDING

1.0 CONCRETE WORKS

1.1. GENERAL

All works falling under this category shall include reinforced concrete for all kinds and parts of any reinforced concrete structure.

1.2. MATERIALS

a. Cement

Cement used shall be Type I Portland conforming to the requirements of the latest revision of ASTM C 150 "Standard Specifications for Portland Cement".

b. Coarse Aggregates

Coarse Aggregates shall be washed, well graded, hard pieces of gravel, crushed gravel or rock conforming to the requirements of ASTM C 33 "Standard Specification for Concrete Aggregates".

c. Fine Aggregates

Fine Aggregates shall be washed sand, stone screenings or other inert materials of same characteristics, or any combination thereof composed clean, hard, strong, uncoated grains and free from injurious

amount of dust, lumps of clay, shale, alkali, and organic matter. It shall conform to the requirements of ASTM C33 "Standard Specifications for Concrete Aggregates". Beach sand shall not be used unless approved by the Engineer.

d. **Admixtures**

Unless otherwise required by field conditions admixtures may be used subject to the expressed approval of the Engineer. The cost thereof shall be considered as already included in the unit cost bid of the Contractor for the concrete.

1.3. **STORAGE OF MATERIALS**

- a. Cement shall, be stockpiled as closely as possible, in weatherproof storage sheds, stacks suitably elevated above ground to prevent cement absorption of moisture.
- b. Aggregates shall be placed in stockpile in a manner preventing segregation thereof and contamination with foreign materials.
- c. Reinforcing steel bars shall be stored properly, covered and protected from humidity to prevent rusting and contamination with oil, dirt or other objectionable matters

1.4. **DESIGNED STRENGTH OF CONCRETE**

Concrete for Stair Landing, Mooring block and R.C. Curb and PCCP shall develop a minimum 28-day compressive cylinder strength of 3,500 psi. unless otherwise indicated in the drawings.

1.5. **TRIAL BATCH FOR CONCRETE**

Thirty (30) calendar days before the start of concreting works, the Contractor shall submit design mixes and the corresponding test result made on sample thereof. Sampling and testing shall be in accordance with the ASTM Standard procedures for sampling and testing, for the particular design strength(s) required.

The particulars of the mix such as the slump and the proportionate weights of cement, saturated surface dry aggregates and water used shall be stated. Test results shall show 28-day strength(s) fifteen (15%) percent higher than the ultimate strength(s) required.

The design mix for concrete to be used shall be submitted together with at least three (3) standard cylinder samples for approval at least one (1) month prior to the start of each concreting schedule. Such samples shall be prepared in the presence of the Engineer.

Standard laboratory strength test for the 7, 14 and 28 days periods shall be taken to all concrete samples in addition to routine field tests, at cost to the Contractor. Only design mixes represented by test proving the required strength for 7, 14 and 28 days tests shall be allowed.

The cost of sampling, handling and transporting samples from jobsite to the laboratory and the cost of subsequent tests made until the desired mix is attained shall be for the account of the Contractor.

1.6. CONCRETE PROPORTION AND CONSISTENCY

Concrete proportion should produce mix consistencies that will work readily into angles and corners of the forms and around reinforcements irrespective of the method of placing employed, without permitting the materials to segregate or excess water to collect on the surface of the concrete and with separated individual particles of aggregates showing coating of mortar with proportionate amount of sand. The total aggregate in the proportion used shall be such that when sieved, the weight passing the No. 4 standard sieve shall be thirty percent (30%) of the total.

The methods used for measuring materials going into the concrete mix shall permit easy checking and control of proportions at any time during the work.

Slump: Tests shall be made in conformance with ASTM C 143, and unless otherwise specified by the Engineer, slump shall be within the following limits:

Structural Element	Slump for Vibrated Concrete	
	Minimum	Maximum
Pavement Concrete	25 mm	50 mm
Pre-cast Concrete	50 mm	70 mm
Lean Concrete	100 mm	200 mm
All other Concrete	50 mm	90 mm

1.7. MIXING OF CONCRETE

All concrete used shall be machine-mixed at the site. Each batch shall be mixed at the mixer's design speed, for at least 1-112 minutes after all concrete materials are simultaneously placed in the mixer. The ideal rotation speed of the mixer shall be between 14 and 20 rpm.

All mix contents of the mixer shall be thoroughly removed before any succeeding batch is placed.

The materials for the first batch shall contain sufficiently excess cement, sand and water to coat the inside walls of the mixer without reducing the required mortar content of the mix.

The mixer shall be provided with devices for accurately measuring and controlling the amount of water used in each batch and for automatically recording the number of revolutions of the mixer.

Hand mixing of concrete will only be allowed in case of mixer breakdown, in which case it shall be stopped as soon as pouring for the particular section is completed, or at a construction joint as directed by the Engineer.

Re-tempering or remixing of partially hardened concrete with the addition of water will not be permitted.

1.8 PLACING OF CONCRETE

1) Concrete shall be placed in the presence of the Engineer only after the

forms, reinforcing bars and other spaces to receive the concrete have been inspected and approved by him.

- 2) Concrete shall be placed only when wind and weather conditions will allow proper placement and curing of the concrete. Notice of any concreting operations shall be served to the Engineer at least three (3) days ahead of each schedule.
- 3) Mixed concrete shall be deposited in its final position within a practicable time. Each succeeding fresh deposit for particular structural member shall be placed at a practicable rate to prevent cold joints. Each successive fresh deposit of concrete shall be vibrated vertically at uniformly spaced points and levels, of such duration and intensity to compact the concrete thoroughly but shall be discontinued the moment segregation of materials is noticed.
- 4) Where concreting operations involve a fall more than 1.50 meters (4.92 feet), the fresh concrete shall be poured through approved sheet metal conduit or pipes. The pipes shall be kept full of concrete and its lower end kept below the surface of concrete throughout the pouring operations.
- 5) Deposition of concrete shall be in such a way as to prevent segregation of the materials and the displacement of the reinforcement. Placing shall be done preferably with the use of buggies, buckets or wheel-borrows. Troughs, conveyors and pipes and the manner of use of each one shall be with the expressed permission of the Engineer.
- 6) Each layer of concrete shall be placed approximately normal as possible in uniform layers not exceeding 0.30 meter, unless otherwise ordered. The rate of placing concrete in the forms shall preferably be 0.025 meter (0.082 feet) vertical rise per minute.
- 7) Concrete spacer of 3" thickness shall be provided to maintain the concrete covering of steel reinforcements.
- 8) Concrete epoxy shall be provided to have a complete bond between the old concrete and the new one.

1.9 FORMS AND FALSEWORK

All forms and false work to be used in the work must be designed, and constructed by the Contractor for rigidity and adequacy for carrying the loads of the fresh concrete and/or additional superimposed construction loads. The Authority may from time to time verify the adequacy and safety of such temporary works and may require the Contractor to submit detailed designed drawings of forms and falseworks proposed to be used. Approval of such drawings or design of forms, however, shall not relieve the Contractor of his liability on resulting imperfections or damages to the finished concrete, or other damages which may directly result therefrom.

Forms may be re-used but shall be scrapped by a wire brush of all clinging mortar. Bulges should be planed and realigned prior to its use.

Prior to placing concrete form surfaces should be oiled for easy form removal. However, the oil coating should not be so thick as to stain and soften the concrete surface. Oil coatings should be applied before rebars are placed.

1.10. CURING AND WATER PROOFING

All concrete shall be cured for at least 14 days after the date of placing in accordance with the approved and accepted methods.

1.11. FINISHING OF CONCRETE SURFACES

Concrete surfaces shall conform accurately to the form, alignment, grades and sections shown in the drawings or as prescribed by the Engineer. It shall be free from bulges, ridges, honeycombing or roughness of any kind and shall be of a reasonably smooth wood float finish.

1.12. ARCHITECTURAL FINISH

All exposed concrete exterior surfaces shall be given an architectural finish as directed by the Engineer.

1.13. PLACING OF REINFORCEMENT

Metal reinforcement shall be placed as accurately detailed on drawings and properly secured by approved means.

All reinforcing steel shall be cleaned of all rust or scale and deleterious materials which tend to destroy the bond between the concrete and the steel. Concrete covering must be strictly observed.

For minimum concrete cover, refer to General Notes of the Plan.

1.14. REINFORCING BAR SPLICES

Generally, splice/s of reinforcement at points of maximum stress especially in slabs, beams and girders shall be avoided. Such splice/s may however be approved by the Engineer in writing provided the lap if bonded or butt welded is sufficient to transfer tensile stress between bars by at least 125 % of the specified yield strength of the reinforcing bar. For adjacent bars splices shall staggered.

1.15. TEST ON CONCRETE

Test on concrete shall be in accordance with the following:

Concrete samples for tests shall be secured and molded in accordance With ASTM C172 – " Method of sampling Concrete", and ASTM C31 – "Method of making Curing, Concrete Compression and Flexure Test specimens in the fields".

Strength tests on samples shall be made in accordance with ASTM C39 "Standard Method of Test for Compressive Strength of Molded Concrete Cylinder".

Not less than four (4) cylindrical specimens shall be made for each test for which at least two (2) shall be reserved for 28 –day test. Not less than one (1) test shall be made for every fifty (50) cubic meters of concrete but in no case less than on (1) test for each day's concreting.

Samples shall be taken by the Contractor under the supervision of the Engineer; and shall be delivered as soon as practicable for testing, at his expense, to the designated laboratories.

The average strength of test samples representing any definite class of concrete used as well as the average of any five (5) consecutive strength test representing the class of concrete shall be equal to or greater than the specified strength and not more than one (1) strength test in ten (10) shall have an average value less than 90% of the remaining work, or in the procedure of curing the concrete.

10.16. FIELD TESTS

Field Tests as may deem necessary to check on the quantity of the materials and mixtures and the manner of construction employed shall be conducted by the Project Engineer assigned to the project. And when such tests result to values less than that tolerated by standards set in applicable provisions of the ASTM Specifications referred herein, or contrary to accepted good Engineering practice, the Contractor shall comply to any instructions given by the Project Engineer to upgrade the materials used and method of construction employed.

2.0. MOORING SYSTEMS

2.1. SCOPE OF WORK

1. The work includes furnishing of all labor, materials and equipment to complete the installation of mooring cleats.
2. Work shall include the supply, transport, handling, storage and installation of mooring cleats in the newly constructed back-up area.
3. The Contractor shall furnish and install the necessary fittings for a complete job as shown on the drawings and/ or as specified. Supplementary parts necessary to complete and install each item of works shall be included whether or not shown or specified. The Contractor shall furnish to relevant trades all anchors, fastenings, Inserts, fittings, fixtures or the like to be installed on or required for securing the works. The Contractor shall submit shop drawings of all fitting works prior to placing orders and commencement of any fabrication.

2.2. MOORING SYSTEM

1. Designated load capacity of mooring bollards shall be as shown on the drawings, and shall refer to the safe working load. For this project, 5T Mooring Cleat shall be installed. The cleats shall be capable of withstanding a proof test load of 1.5 times the safe working load.

2.3. MATERIAL REQUIREMENTS

1. Mooring bollards shall be of the dimensions, weight, capacities and design in accordance with shop drawing approved by the Engineer and shall be fabricated by approved manufacturers with cast steel conforming to the following requirements or approved equivalent.

The size of the bolts, nuts and washers shall be in accordance with the specifications of the manufacturer. However, the length of the bolts shall be as indicated on the drawings. The anchor

plate shall be connected the holding down bolt with 12.5 mm weld, as show on the drawings. All bolts, nuts, washers, etc. that are exposed shall be galvanized to the satisfaction of the Engineer. Provide lead cover for exposed threads of galvanized anchor bolts. Samples of the bolts, nuts, washers and anchor plates shall be submitted to the Engineer for approval before being used in the works.

a.) The upper parts of cleats not embedded in concrete shall be painted. The surface shall be cleaned thoroughly by wire brush or other means prior to painting to remove rust or any other contamination which may interfere with bond of paint to metal. The exposed surface shall be which may interfere with bond of paint to metal. The exposed surface shall be coated with rust proof paint and finishing paint, which shall be coal-tar epoxy of 120 micron thickness in accordance with JIS K5623 or the approved standard.

b.) Alternative

The Contractor can submit to the Engineer's approval bollards different from these specifications but with the capacities indicated in the drawings.

c.) Concrete foundations/base of bollards shall conform to the requirements of Section 6, "Concrete Works."

d.) Visual Inspection

All cleats delivered to site shall be inspected by the Engineer for any signs of flaws or defects inimical to usage.

e.) Mill Test Certificates

Two (2) copies of mill test reports shall be submitted certifying that materials meet the specified standards.

f.) Tests and Inspection

Inspection of all materials and methods of fabrication shall be carried out by the Contractor. However, the Engineer reserves the right to inspect all facilities at any time during the manufacture to ensure that the materials and workmanship are in accordance with the specifications and the best workmanship.

3.0 REVETMENT/SLOPE PROTECTION

3.1. SCOPE OF WORK

This Specification covers the construction of all revetments for the Project. The works to be carried out shall be, but not limited to the following:

1. Supply and laying of erosion protection mat (filter fabric) as shown in the drawings. Refer to Section 3.8 "Reclamation" of these Specifications.
2. Supply and laying of core rocks as shown in the drawings.
3. Supply and laying of secondary rocks as shown in the drawings.
4. Supply and laying of armour rock as shown in the drawings.
5. Casting of reinforced concrete curbs as shown in the drawings.

3.2. SURVEY AND SETTING OUT

1. Topographic/Hydrographic Surveys: Prior to commencement of the Work the Contractor shall conduct a topographic/hydrographic survey in conjunction with the Engineer instructions. This survey shall form the basis for future quantity measurements.
2. The Contractor shall set out Works and shall be solely responsible for accuracy of such setting out. Prior to placement of any materials, the Contractor shall establish visible construction markers to clearly define horizontal limits of Works.

3.3. MATERIAL REQUIREMENTS

1. Type of Revetment (as shown in the drawings).
2. Concrete curb shall be fabricated in accordance with Section 3.2 Concrete Works. Use $f_c' = [24] \text{ MPa}$ or 3,500 psi
3. The weight of individual pieces may exceed the maximum specified in the drawings by up to 25 percent.
4. Rock works shall be in accordance with Section 3.4, "Causeway."

3.4. EXECUTION

1. Revetments may be constructed by any method acceptable to the Engineer. Prior to start of work, the Contractor shall submit his method and sequence of construction for approval to the Engineer. The Engineer's approval of the method and sequence of construction shall not release the Contractor from the responsibility to achieve the satisfactory implementation of the Work.
2. Core rocks shall be placed as uniformly as possible by controlled dumping or by other means acceptable to the Engineer.
3. Armour rocks and secondary rocks where required or as indicated in the Drawings shall be placed individually by a crane equipped with a suitable bucket or by other means acceptable to the Engineer.

4. Permissible Tolerance

a. Core Rock:

Alignment : plus or minus 0.30 m

Elevation : plus 0.20 m

b. Armour Rock:

Alignment : plus or minus 0.30 m

Elevation : plus 0.20 m c.

Reinforced Concrete Curb

Alignment : plus or minus 0.05 m

Elevation : plus 0.05 m

3.5. QUARRY SITE AND ROCK QUANTITY

1. It is the Contractor's responsibility to make necessary surveys / investigations on quarry sites applicable to the Works, taking into consideration the nature of the rock works required under the Contract such as required quality, total quantity and daily required quantity, transportation method and route etc.,
2. The Contractor shall submit data on characteristics of proposed quarry sites together with the location of sites, test results of their products and samples for the approval of the Engineer.
3. When the Contractor intends to operate a quarry for the Works, the Contractor shall take all the responsibilities in connection with its operation including, but not limited to, obtaining all necessary permits and approvals, payment of safety measures or like (if any), provisions and maintenance of safety measures and temporary access roads, all of private and public roads and temporary jetties to be used to transport quarried materials and the compliance with all regulations etc. required by the authorities having jurisdiction over any part of the operation.

Should any explosive be used in the quarry operations, the Contractor shall be responsible to meet laws and regulations, wherever applicable, established by the Local Government and Central Government Department concerned.

4. Despite the Engineer's previous approval of the natural rock and borrow pits, the Engineer reserves the right to suspend any operation in connection with the rock, if, in its opinion, such rock is not suitable for the work. In such case, the Contractor shall comply with the Engineer's instructions.

3.6. MEASUREMENT AND PAYMENT

1. Quantities of core rock, rubble, secondary rock, armour rock and rock fragments to be paid for shall each be measured in cubic meters. The volumes to be paid for shall be measured by taking cross-sections of the sea bed on the site of work at 10 meter intervals or closer, if necessary, immediately before placing the rock. The volumes of the different classes of rock shall then be computed based on the neat lines and elevations shown on the drawings and on the foregoing data, with probable settlement as shown in the drawings.
2. Unless otherwise directed by the Engineer, measurement for settlement shall be done by providing a 28mm diameter x 6.0m round bar calibrated rod attached or welded to the center of a one (1) x one (1) m steel plate at 6mm thick. Measuring device shall be installed at 20.0m interval prior to laying of 1st stage rock.
3. Concrete works for reinforced concrete curb shall be measured and paid for by the length in linear meters of each type of curb along its front face at the finished grade elevation. Reinforcing steel bars for R.C. curb shall be measured in accordance with Section 3.2, "Concrete Works".

4.0 RECLAMATION AND FILL

4.1 SCOPE OF WORK

The area to be reclaimed shall be as indicated on the Drawings.

The work includes furnishing of all labor, materials and equipment required to complete/finish the reclamation and filling the area in accordance with the Drawings and the Specifications.

The following major items of work are included:

1. Supply and fill of suitable materials to places required to form the land reclamation areas as shown in the drawings.
 - a. Compaction of fill materials.
 - b. Supply and placing of filter fabric.
2. The work may also include the construction of temporary dike or structure to enclose the reclamation material before the completion of a permanent waterfront bulkhead.

The Contractor shall include in his unit prices allowances to cover all risks for any contingencies, except noted otherwise, that may arise during the execution of the works.

4.2. GENERAL REQUIREMENTS

The Contractor shall not commence filling any area until that area has been surveyed by the Contractor and the survey results are accepted by the Engineer.

The Contractor shall set out Works and shall be solely responsible for accuracy of such setting out. Prior to placement of such setting out the Contractor shall establish visible construction markers to clearly define horizontal limits of Works.

The Contractor shall keep all pavements and areas adjacent to and leading to/from the Site, clean and free from mud, dirt and debris.

The Contractor shall not interfere with shipping and navigation or other traffic during execution of the Works.

4.3. MATERIAL REQUIREMENTS

1. Filling Materials

a. General

All sources of filling materials shall be approved by the Engineer.

Appropriate quantities of sample of all materials to be used in the Works shall be submitted for acceptance and approval by the Engineer thirty (30) days before the commencement of work.

General filling shall consist of approved material from approved sources of suitable grading obtained from excavation, quarries or borrow pits, without excess fines, clay or silt, free from vegetation and organic matter.

Sample of approved materials shall be kept/stored in the field for ready reference/comparison of the delivered materials.

The Contractor shall insure that adequate quantities of required materials that comply with the specifications and quality approved by the engineer are available at all times.

b. Fill Materials other than Dredged Materials

Fill materials for reclamation purposes other than dredged materials shall be pit sand, quarry run, gravel or mine tailings. The fill material shall be of the same quality or better, as approved by the Engineer and called for in dredged material specification.

d. Types of Filling Materials

1) Selected Fill Materials

The material shall not have high organic content and shall meet the following requirements:

- (i) Not more than 10 percent by weight shall pass the No. 200 sieve (75 microns).
- (ii) Maximum particles size shall not exceed 75 mm.
- (iii) The fill materials shall be capable of being compacted in the manner and to the density of not less than 95%.
- (iv) The material shall have a plasticity index of not more than 6 as determined by AASHTO T 90.

2) Sand and Gravel Fill:

The materials shall be composed of 50% sand and 50% gravel and shall be free from rocks, wood, scrap, vegetables, and refuse. The materials shall not have organic content and the maximum particle size shall not exceed 100mm. Source of materials shall be river or mountain quarry.

4.4. EXECUTION

1. Reclamation and Fill

a. General: The Contractor shall be responsible for all ancillary earthworks that are necessary for the reception of the fill material and including, all spout handling, temporary dike or shoring construction where necessary, temporary protection to dikes in the sea and drainage of excess water.

The arrangements of these ancillary earthworks shall be laid out in consultation with the Engineer and to the Engineer's satisfaction and care shall be taken to minimize the loss of fill.

b. Replacement, backfilling and reclamation may be done by any method acceptable to the Engineer. Prior to start of Work, the Contractor shall submit his method and sequence of performing the works to the Engineer for approval. However, the Engineer's approval of the method and sequence of construction shall not release the Contractor from the responsibility for the adequacy of labor and equipment.

c. The Engineer shall approve the type of material to be used as fill prior to its placement. If the material is rejected, such material shall be deposited into areas designated or as directed by the Engineer.

d. When suction dredges are used, discharge pipework shall be arranged in conjunction with the Engineer's instructions and shall be such that by means of operating valves, material can be deposited to several places without altering the pipework or interrupting dredging. Where necessary vehicle overpasses shall be constructed by the Contractor.

e. Reclamation of fill material shall be placed in horizontal layers not exceeding **200mm (8 inches)**, loose measurement, and shall

be compacted as specified before the next layer is placed. Effective spreading equipment shall be used on each lift to obtain uniform thickness prior to compacting. As the compaction of each layer progresses, continuous leveling and manipulating will be required to assure uniform density. Water shall be added or removed, if necessary, in order to obtain the required density. Removal of water shall be accomplished through aeration by plowing, blading, dicing, or other methods satisfactory to the Engineer.

Even though the thickness of layers is limited as provided above, the placing of individual rocks and boulders greater than 600 mm in diameter will be permitted provided that when placed, they do not exceed 1200mm (48 inches) in height and provided they are carefully distributed, with the interstices filled with finer material to form a dense and compact mass.

Each layer shall be leveled and smoothed with suitable leveling equipment and by distribution of spalls and finer fragments of earth. Lifts of material containing more than 25 mass percent of rock larger than 150mm in greatest dimension shall not be constructed above an elevation 300mm (12 inches) below the finished subgrade. The balance of the reclamation work shall be exceeding 200mm (8 inches) in loose thickness and compacted as specified for embankments.

Dumping and rolling areas shall be kept separate, and no lift shall be covered by another until the necessary compaction is compacted.

Hauling and leveling equipment shall be so routed and distributed over each layer of the fill in such a manner as to make use of compaction effort afforded thereby and to minimize rutting and uneven compaction.

f. Field Density tests to determine the percent of compaction of the material shall be conducted at elevation + 1.60 from MLLW. Compaction of each layer thereafter shall continue until a field density of at least 98 percent of the maximum dry density in accordance with AASHTO T/180. Method D has been achieved. In place density determination shall be made in accordance with AASHTO T191.

g. Permissible Tolerance

Elevation: plus 5 cm

III. CONSTRUCTION OF CARGO SHED

1.0 SURVEY AND LAYOUT WORK

1.2. General Requirements

- a) Survey work under this Section shall be under direct control and continuous supervision of a registered Civil/Geodetic Engineer or Licensed Surveyor, qualified and experienced in type of work herein required; retained and paid by Contractor as part of work under this Contract.
- b) Survey calculations and drawings shall be developed as necessary for work required.

Following herein are items which the Contractor shall provide prior to commencement of and during construction operations at premises for work under this Contract.

- a) Establishment in the field of a building column/grid reference system; and boundary or primary perimeter lines of buildings and various other structures included under this Contract.
- b) Utility entrance points at perimeters of buildings or other structures or areas as applicable.
- c) Establishment and control of floor and other structures; and finish grades or areas, as applicable.

2.0 EXCAVATION AND BACKFILLING FOR BUILDINGS

2.1. General Provisions

- a) Excavated materials required and approved for backfill shall be stockpiled in areas approved by the Engineer.
- b) Remove all unsuitable or excess materials from the site.
- c) Each phase of excavation and backfilling work shall be approved by the Engineer as completed prior to removing earthwork equipment from the site or prior to proceeding with subsequent operations which cover or disturb completed phases of works

3.0. EXCAVATION

- a) General: The excavation shall conform to the dimensions and elevations indicated for each building and structure, except as specified hereinafter, and shall extend a sufficient distance from walls and footings to allow for placing and removal of forms, installation of services and for inspection, except where the concrete for walls and footings is authorized to be deposited directly against excavated surfaces. Excavations below indicated depths will not be permitted except to remove unsatisfactory material. Unsatisfactory materials encountered below the grades shown shall be removed as directed and replaced with satisfactory materials; satisfactory materials below the

depths indicated without specific direction of the Engineer shall be replaced at no additional cost to PPA to the indicated excavations grade with satisfactory materials, except that concrete footings shall be increased in thickness to the bottom of the overdepth excavations. Satisfactory/backfill shall be placed and compacted as specified in paragraph: "Backfilling." Determination of elevations and measurements of approved overdepth excavation of unsatisfactory material below grades indicated shall be done as directed by the Engineer.

- b) Drainage: Excavation shall be performed such that the areas of the site including its immediate surroundings and other areas affected by the operation, will be continually and effectively drained. Waters shall not be permitted to accumulate in the excavation. The excavation shall be drained by pumping or other satisfactory methods to prevent softening of the foundation bottom, undercutting of footings, or other actions detrimental to proper construction procedure and stability of the structures.

4.0. BACKFILLING

- a) Satisfactory materials shall be used in bringing fills to the lines and grades indicated and for replacing unsatisfactory material. Satisfactory material shall be free from roots and other organic matter, trash, debris, and stones larger than 75mm in any dimension.
- b) Backfilling shall not begin until construction below finish grade has been approved, underground utilities systems have been inspected, tested and approved; forms removed and the excavation cleaned of trash and debris. Backfill shall be brought to indicated finish grades and shall not be placed in wet, muddy or spongy areas. Backfill shall be of satisfactory materials placed and compacted as specified.
- c) Placing: Satisfactory material shall be placed in horizontal layers not exceeding 20cm in loose depth and then compacted. No material shall be placed on surfaces that are wet, muddy or spongy.
- d) Compaction shall be accomplished by sheep-foot rollers, or other approved equipment well suited to the soil being compacted. Material shall be moistened or aerated as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction with the equipment used.
- e) Tests shall be performed on backfill as required by the Engineer.
Compaction shall be up to 95 percent maximum dry density per ASTM.

4.0. PROTECTION

Settlement or washing that occurs in graded or backfilled areas prior to acceptance of the work shall be repaired and graded re-established to the required elevations and sloped at no additional cost to PPA.

6.0 GRAVEL BEDDING

Gravel bedding shall be in accordance with Sub-section 5.9.2 of these specifications.

7.0 SOIL POISONING AND TERMITE CONTROL

7.1. GENERAL

7.1.1. SCOPE

- A. This section covers the furnishing of soil treatment chemicals applied to the compacted soil under all floor slabs and sidewalks adjacent to buildings for treatment of subterranean termites.
- B. Provide soil treatment for termite control as herein specified.
- C. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work, including preparation of substrate and application.
- D. Engage a licensed professional pest control operator for application of soil treatment solution.

7.1.2 RESTRICTIONS

- A. Do not apply soil treatment solution until excavating, filling and grading operations are completed, except as otherwise required in construction operations.
- B. To insure penetration, do not apply soil treatment to excessively wet soils or during inclement weather. Comply with handling and application instructions of termiticide manufacturer.

7.2. WARRANTY

- A. Furnish written warranty certifying that applied soil poisoning treatment will prevent infestation of subterranean termites and, that if subterranean termite activity is discovered during warranty period, the Contractor will re-treat soil and repair or replace damage caused by termite infestation.
- B. Provide warranty for a period of at least (2) years from date of treatment, signed by Applicator and Contractor.

7.3. SOIL TREATMENT SOLUTION:

- A. Contractor to use chemicals approved by the Fertilizer and Pesticide Authority, for soil foundation
 - 1. Verify currently available commercial insecticide. Submit for approval.

7.3. EXECUTION

7.3.1. SURFACE PREPARATION

- A. Remove foreign matter that could decrease effectiveness of treatment on areas to be treated. Loosen, rake, and level soil to be treated, except previously compacted areas under slabs and foundations.

7.3.2 APPLICATION RATES

- A. Apply soil treatment solution at rates specified by termiticide manufacturer.
- B. Allow not less than 12 hours for drying after application, before beginning concrete placement or other construction activities.
- C. Post signs in areas of application warning workers that soil treatment has been applied. Remove signs when areas are covered by other construction.

- D. Reapply soil treatment solution to areas disturbed by subsequent excavation, modifications, or other construction activities following application.

8.0. CONCRETE WORKS FOR BUILDINGS

8.1. MATERIAL REQUIREMENTS

- a) Concrete shall consist of Portland cement, fine and coarse aggregates and water and shall conform with the requirements of Section 3.2, "Concrete Works".
- b) Deformed bars to be used shall conform with the reinforcement requirements in Section 3.2, "Concrete Works." The size shall be as shown on the drawings.

8.2. FORMWORKS

8.2.1 General Requirements

Materials and construction of formwork shall be in accordance with formwork requirements in Section 3.2, "Concrete Works."

8.2.2 Removal of Formwork

The minimum stripping and striking time for formwork shall be as follows unless otherwise approved by the Engineer.

Conditions	Minimum Period
Vertical sides of beams, wall, piles, pile caps and columns, lift not exceeding 1.2m	24 hours
Vertical sides of beams and walls, lift exceeding 1.2m	48 hours
Soffits of main slabs and beams (props left under)	5 days
Removal of props from beams and main slabs and other works	10 days

8.3. CONCRETE

8.3.1. Classes of Concrete and Usage a) Strength Requirement

Concrete for footings, tie beams, columns, beams, roof slab, parapets and slab on grade shall develop a minimum 28-day compressive cylinder strength of 4,000 psi. unless otherwise indicated in the drawings.

8.3.2. Concrete Cover for Reinforcement

For Minimum concrete cover, refer to General Notes of the plan.

9.0 MASONRY

- 9.1. Concrete Hollow Blocks (CHB): Shall be of standard manufacture, machine vibrated with fine and even texture and well-defined edges and conforming with the requirements of ASTM C 129. It shall have a minimum compressive strength of *4.5MPa (650psi)*. CHB shall be uniform and essentially smooth as normally achieves by standard molding methods and shall be free from any cracks, flaws or other defects.
- 9.2. Bedding Mortar: Mortar shall be composed of 1 part of Portland cement, 3 parts of sand and 1/2 part of lime. It shall have a compressive strength of *[14 MPa (2,000 psi)]* at 28 days.
- 9.3. Plaster: Plaster shall comply with the same specification as those for bedding mortar and will include the use of synthetic fibrous reinforcement of type and dosage recommended by the manufacturer.
- 9.4. Reinforcing Steel Bars and Rods: ASTM Specification A 615 with minimum yield strength of *[230 MPa (33,400 psi)]* for 10 mm diameter and *[276 MPa (40,000 psi)]* for 12 mm diameter.

10.0 PAINTING AND CLEANING

Mortar daubs or splashing, before setting or hardening, shall be completely removed from masonry unit surfaces that will be exposed or painted. Before completion of the work, all defects in joints or masonry to be exposed or painted shall be raked out as necessary, filled with mortar, and tooled to match existing joints. Masonry surfaces shall not be cleaned, other than removing excess surface mortar until mortar in joints has hardened. Masonry hardened surfaces shall be left clean, free of mortar daubs, dirt, stain and discoloration, including scum from cleaning operations and with tight mortar joints throughout. Metal tools and metal brushes shall not be used for cleaning.

11.0 STEEL AND METAL WORKS

11.1. MATERIAL REQUIREMENTS

- a) Unless specified herein all steel structures and metals shall conform with the requirements of Section 3.15, "Steel and Metal Works." Connections where details are not specified or indicated herein, shall be designed in accordance with the American Institute of Steel Construction (AISC), Manual of Steel Construction, latest edition.
- b) Structural steel works consisting of channels, gusset plates and other structural steel shape shall be as indicated on the drawings and shall

- be structural carbon steel conforming to ASTM A 36. Shapes shall be as given in AISC, Manual of Steel Construction.
- c) High strength structural bolts, shall conform to ASTM A 325, Types 1 or 2. Nuts shall conform to ASTM A 560, Grade A, heavy hex style, except nuts 38 mm (1-1/2 inch) may be provided in hex style. Washers shall conform to ANSI B 18.22.1, Type B.
 - d) Electrodes for arc welding shall be E70 series conforming to American Welding Society Specifications A5.1.
 - e) Tests are required under the ASTM Standards for steel to be used in the Works and shall be carried out in the presence of the Engineer and at least four (4) days notice must be given to him of the dates proposed for such tests. Four (4) calendar days notice on which fabricated steelwork will be ready for inspection in the Contractor's yard.
 - f) Standard bolt shall conform to ASTM A 307 Carbon Steel Externally Threaded Standard Fasteners.

11.2. Painting

All steel work shall be thoroughly dried and cleaned of all loose mill scale, rust and foreign matters by means of sand blasting or other suitable methods approved by the Engineer before shop painting shall be applied. Each individual piece shall be painted prior to assembly. Portions where field welding or field contact with concrete is required, shall not be painted. One (1) coat of epoxy primer and two (2) coats of epoxy enamel shall be applied. All joints, portions of steel member damaged by welding shall be repainted by the same coatings.

12.0. CARPENTRY AND JOINERY

12.1. Wood doors, jambs and headers

Door frames shall be set plumb and level and braced until built-in.

Anchor wood frames in masonry with approved metal anchors on each side of jamb. Top and bottom anchors shall be placed 200mm from head and floor unless indicated on the drawings or directed by the Engineer.

12.2. Hardware installation

Accurately fit and finish hardware items required.

If surface-applied hardware is fitted and applied before painting, remove all such items except butts and re-install after painting.

13.0. CONCRETE WATERPROOFING

- b) The Contractor shall submit the procedure of waterproofing installation/construction for approval of the Engineer.
- c) Membrane waterproofing materials shall be installed only by an experienced installer and shall be installed in accordance with the approved manufacturer's installation procedures or methods, approved by the Engineer.

13.1. Minimum Guarantee Period

The Contractor shall guarantee the work for a minimum guarantee period of one (1) year. The Contractor shall make sub-contract agreement with approved manufacturer in which following conditions shall be included:

- a) Minimum guarantee period of one (1) year after the issuance of Taking-Over Certificate.
- b) The Contractor shall transfer all the rights to the Employer, free of charge after the issuance of Taking-Over Certificate.

13.2. MATERIAL REQUIREMENTS

13.2.1 Membrane Sheets

Membrane sheets shall be pre-formed elastic, self-sealing, cold-applied bituminous membrane sheet made of a combination of selected asphalt, high-grade plasticizers and 0.075 mm thick polyethylene sheet with the following thickness:

- a) 3-ply, 2 mm thick, elastic self-sealing bituminous membrane reinforced with 0.075 mm (3 mils) thick polyethylene sheet which is sandwiched between layers of 1.00 mm thick each elastic self-sealing membranes.

- b) Primer

Priming substrate shall be emulsified asphalt (cutback type) applied at a minimum rate of 4 liters per 9 sq.m.

- c) Sealant

Sealant to seal membrane joint overlaps and termination edges shall constitute 2-component mixture of selected asphaltic material and special grade of mineral matter, applied at a minimum rate of 1.2 kg per sq.m. or 3 kg per membrane sheet.

13.3 EXECUTION

13.3.1 Surface Preparation

- a) Horizontal and vertical concrete and masonry substrate surfaces shall be steel troweled to smooth finish, fully cured, dry, clean and free of rubbish, loose or foreign materials.
- b) Surfaces shall be properly sloped (1.5%) to drain water freely into drain lines, gutters and downspouts.
- c) Inside corners shall be provided with cement mortar cants of 50 mm x 50 mm (min.) or rounded off at 50 mm (min.) radius.
- d) Outside corners shall be curved at approximately 50 mm radius.
- e) Reglets about 40 mm deep x 40 mm wide at 0.25 m above floor finish shall be provided along walls or concrete fascia for the termination of the waterproofing system (flashing).

13.3.2 Priming

A primer shall be applied to impregnate the surface of the base substrate by brush or roller at a coverage of not less than 9 sq.m per 4 liters from a pre-selected side of the area towards the other end of the surface area. The Contractor shall allow the primer to dry or become tacky for at least one hour.

13.3.3 Membrane Installation

- a) Membranes shall be installed by peeling off the plastic covering of the sticky side and unrolling slowly into place. The sheets shall be pressed firmly to the surface and forced out any entrapped air. Membranes shall be applied from the low point to the high point across the fall line so that the laps shed water.
- b) Subsequent sheets shall be installed with 50 mm minimum overlaps on all sheet joints. All overlaps shall be bonded using a sealant of a 2-component mixture of selected asphaltic material and special grade of mineral matter or sealant for joint overlaps and termination edges.
- c) Construction and expansion joints shall be double-covered with a strip of the same grade of membrane of about 300 mm wide centered on the axis of the corner or joint.

13.3.4 Floodtesting

Floodtest for a duration of 48 hours shall be undertaken upon completion of waterproofing installation to determine any leakage or defect on the materials and/or workmanship.

14.0 DOORS AND WINDOWS

The works shall consist of furnishing all labor, materials, tools, equipment and other incidentals necessary for the complete installation of the

above mentioned doors and windows, including glazing, as shown on the drawings and in accordance with this specifications or as directed by the Engineer.

- a) Wood doors shall be of the following types where indicated on the drawings with complete locksets, hinges and accessories.
 - 1. Flush-type marine hollow core plywood doors.
- d) Door jambs and headers shall be well-seasoned yakal or ipil.
- e) Nails shall be of the smooth shank, zinc-coated, common wire nails of the types and sizes suited for the purpose and as directed by the Engineer.
- f) Wood screws shall be brass or cadmium plated of the best available commercial quality of the types and size suited for the purpose.

14.1. Steel Doors

- a) Door frames, spacer yoke and face panel shall be fabricated from pressed steel sheet, gauge 16, ASTM A 36 with powder coated finish.
- b) Stiffeners shall be fabricated from pressed steel plate, gauge 14 ASTM A 36.
- c) Anchor bolts shall be 9 mm \varnothing flathead countersank in expansion shield (3 per jamb) ASTM A 36.

13.2. PVC Doors

Vinyl: Integral color PVC compound containing impact-resistant solid plasticizer.

Comply with ASTM D 4216.

14.0 FINISH HARDWARE

14.1. MATERIAL REQUIREMENTS

- a) All items of finish hardware of like kind and purpose shall be of the same approved manufacturer.

The Contractor shall furnish and install all finish hardware to complete the work as indicated on the drawings. Finish hardware shall be suited and adopted to its required use and shall fit its respective location. Finish hardware not specified shall be as directed by the Engineer.

- c) Unless otherwise shown on the drawings or specified, butt hinges shall be brass for interior and for exterior doors, with oil-impregnated bearings, non-rising loose steel pins with button tips and mounting screws of the same

material. Butt hinges shall have five knuckles and shall be of the type specified under hardware schedule.

- d) Locksets shall have cylindrical type case 50 mm (2") to 63 mm (2-1/2") diameter, with separate latch bolt cast, 19 mm (3/4") to 25 mm (1") diameter, with chromium plated dull finish. Cylindrical case locks and latches shall be applied to doors by inserting cylindrical type case into a hole bored through the face of the door stile, and separable latch bolt case into a hole bored in the edge of the stile. Cylindrical cases shall be secured in doors by means of flanges attached to the case; and the latch bolt case shall be secured by attachment to the edge of the door and to cylindrical case of operating mechanism. Brands shall be "YALE", "KWIKSET", "SCHLAGE" or approved equivalent.
- f) Hinge hasps for lockers shall be zinc-coated wrought steel with pin. Unless otherwise shown or specified, width shall be 48 mm (1-7/8") and length shall be 100 mm (4 inches).

Fasteners of proper type, quality, size, quantity and finish shall be supplied with the hardware. All fasteners exposed to the weather shall be non-ferrous metal and shall match the trim finish as closely as possible.

Spring hinges shall be 75 mm x 75 mm (3" x 3") plated wrought steel with steel pins and fully enclosed coil springs with adjustable tension. Cylinders shall be integral with one leaf.

- g) Padlocks shall be of pin tumbler type with solid or laminated brass case, and steel hardened shackles.
- h) Butt Hinges
- 1) Each panel of hinged doors shall be provided with two (2) butts for doors 1.5 m or less in height; three (3) butts, over 1.5 m high and not over 2.10 m; four (4) butts, above 2.10 m in height.
 - 2) Doors of a greater height than 2.10 m, unless otherwise specified, shall be provided with an additional one (1) butt for each 0.65 m or fraction thereof.

3) Size of Butt Hinges required:

Thickness of	Width of Door	Size of Butt Hinges
21 mm or 25 mm (7/8" or 1")	0.90 m (3") or less	63 mm (2-1/2")
28 mm (1-1/8")		75 mm x 75 mm (3" x 3")
35 mm (1-3/8")		89 mm x 89 mm (3-1/2" x 3-1/2")
44 mm (1-3/4")		100 mm x 100 mm (4" x 4")

4) Where the size of the butt hinges is not sufficient to allow door to clear door trim in open position, same shall be increased.

14.2. EXECUTION

- a) All hardware, shall be installed in a neatly, workman-like manner following the manufacturer's instructions and as shown on the drawings. Fasteners supplied with the hardware shall be used to secure the hardware in place. Wood screws shall be used for securing hardware to wood surfaces. Machine screws, set in expansion shields, shall be used for securing hardware to masonry or concrete surfaces.
- b) The bolts shall be used where specified or where necessary for satisfactory installation. After installation hardware shall be protected by the Contractor from paint, stains, blemishes and damages until issuance of Taking-Over Certificate of the work. All hardware shall be properly adjusted and checked-out in the presence of the Engineer to see that the hinges, locks, latches and bolts operate properly. After the hardware is checked, keys shall be tagged, identified and delivered. Any error in cutting and fittings, or any damages to adjoining work shall be replaced, as directed by the Engineer.

15.0. FINISHES

Wall, floor, ceiling and other finishing works shall include but are not limited to the following:

- a) Plain cement plaster (steel trowel) finish painted with acrylic latex paint for exterior and interior CHB (Concrete Hollow Blocks) wall;
- b) Glazed tile wainscoting for toilet;
- d) Vitrified ceramic tiles for toilet floor;
- f) Non-skid Ceramic Tiles
- h) Rubbed concrete finish, painted with acrylic latex paint for exposed R.C. Ceiling (bottom of roof slab and beams)
- i) Marine Ceiling Board

15.1. MATERIAL REQUIREMENTS

15.1.1. Wall Finishes and Countertops

a) Plain Cement Plaster Finish

- 1) Sand shall be clean and hard material. Sand shall be free from deleterious substances and conforming with the requirements of ASTM C 33.
- 2) Cement shall be Portland cement conforming with the requirements of ASTM Designation C 150.
- 3) Water shall be clean and potable.
- 4) Bonding compound shall conform to ASTM C 631.
- 5) Hydrate lime shall conform to ASTM C 206.
- 6) Synthetic fibrous reinforcement shall conform to BS 5139 or ASTM C 1116.

b) Wall Ceramic Tiles

- 1) Wall tiles shall be 100 mm x 100 mm white glazed ceramic wainscoting.
- 2) Trimmers and moulding shall be lustrous, glazed with size and color corresponding to wall tiles.
- 3) Mortar shall be one part of Portland cement to two parts sand.
- 4) Portland cement, and, bonding compound and water shall conform with the requirement of 4.12.2.1.a) above.

15.1.2. Floor Finishes

b) Vitrified Ceramic Unglazed Tiles

- 1) Vitrified ceramic unglazed floor tiles shall be 100 mm x 100 mm, white for toilets and as shown on the drawings or to be designated by the Engineer.
- 2) Portland cement, sand and water shall conform with the requirements specified in Sub-section 4.12.2.1a above.
- 3) Vitrified ceramic unglazed floor tiles shall be delivered in the manufacturer's original unbroken packages or containers that are labeled plainly with the manufacturer's name and brand. Containers shall be grade scaled. Materials shall be stored in dry weathertight enclosures, and shall be handled in a manner that will prevent the inclusion of foreign materials and damage by water or dampness.

c) Plain Cement Floor Finish

1) Portland cement, sand, bonding compound and water shall conform with the requirements specified in Sub-section 4.12.2.1a above. Mortar shall be one part of Portland cement to three parts sand.

d) Non-skid ceramic floor tiles

Non-skid ceramic tiles shall be 100mm x 200mm white ceramic tiles to be used [for kitchen] as shown on the Drawings.

15.1.3. Ceiling Finishes

a) Rubbed Concrete Finish

Portland cement, sand, bonding compound and water shall conform with the requirements specified in Sub-section 4.12.2.1a above.

b) Marine Plywood Board

Marine Plywood shall be 6mm thick on metal framing for interior ceiling.

16.0 PAINTING

16.1. Schedule of Painting a) Concrete Surfaces

1) Interior and Exterior Masonry (Concrete walls, plastered hollow blocks, Concrete Ceiling).

i. For Interior Walls : semi-gloss

ii. For Exterior Walls : semi-gloss

Primer - Acrylic Concrete Primer and Sealer

Finish - 100% Acrylic Latex Paint

b) Wood Surfaces

1) Wood doors, jambs, etc.:

Wood varnished finish on wood doors and jambs.

c) Steel Surfaces – one(coat) of epoxy primer, two (2) coats of epoxy enamel paint

17.0 PLUMBING AND SANITARY WORKS

17.1. Standards

Use of materials shall further be governed by other requirement imposed on other sections of these Specifications. Materials shall be subject to tests necessary to ascertain their fitness if the Engineer so requires. All works shall comply with the pertinent provisions of the Plumbing Code of the concerned city or town, the Code on Sanitation of the Philippines, and/or the National Plumbing Code of the Philippines.

a) Soil, Waste, Drain, Vent Pipes and Fittings

Soil waste, drain and vent pipes and fittings shall be Polyvinyl Chloride (PVC) pipes, series 1000. d)

Jointing Material

The joint material for PVC pipes shall be PVC solvent cement as recommended by the approved pipe manufacturer.

b) Water Supply Pipes

Water supply pipes shall be Polypropylene (PPR) pipes suitable for water supply use. Joining shall be used by an approved means. Final connections at fixtures which shall be chrome plated brass pipe and fittings. Suitable adapters shall be used where changes of materials are made.

c) Cleanouts, Plugs and Tee

Cleanouts shall be of the same material as the pipe to be fitted. Cleanouts installed in connection with PVC hubs and spigot pipes shall consist of a long sweep quarter bend of $\frac{1}{4}$ as shown on the drawings.

d) Pipe Sleeves

Pipe sleeves shall be made of standard steel pipe of sufficient diameter to provide 3.2 mm minimum clearance around the pipe. Roof or floor sleeves shall be provided with an outside welded flange of not less than 76 mm around sleeves and shall be provided with four (4) rods welded to sleeves.

e) Downspout

All downspout shall be polyvinyl chloride (PVC) pipe class DWV conforming to ASTM D2729 or ISO 161 for sanitary pipes, Series 1000.

f) Splash Block

Provide splash blocks at the outlet of downspout emptying at grade which shall be made of pre-cast concrete, with smooth finished counter sunk dishes sloped to drain away from the building. Dimensions as shown on the Drawings.

g) Roof Strainers

The Contractor shall provide fittings and install 100 mm ϕ G.I. mesh wire strainers where shown or indicated on the drawings and/or where the Engineer directs. Each strainer shall fit the size of the corresponding downspout which is to be installed.

h) Shower, Floor and Urinal Drain

Shower and floor drains shall be made of stainless steel non-tilting grate, perforated or slotted. Urinal drains shall be cast iron dome type drain.

i) Unions

Union pipe 50 mm in diameter and smaller shall be malleable iron. Union on water piping 63mm in diameter and larger shall be flanged pattern and shall be of galvanized (zinc coated) cast iron. Gaskets for flange unions shall be of best quality fiber plastic or leather.

j) Valves

Valves shall be cast bronze of brass body. Chrome plated finish for all fixture taps and faucets and natural finish for all others, like hose bibbs, gate valves and which

are not tapped directly to a plumbing fixture. Concrete valve boxes shall be installed where required and will be of sufficient size for operating the valve.

k) Fixtures

1) Water Closets

All water closets for toilets as shown on the drawings shall be TANK TYPE, white with complete fittings and mounting accessories. Brands shall be "AMERICAN STANDARD" or approved equivalent.

2) Lavatories

(i) Lavatory (Wall Hung): Shall be vitreous china, wall hung lavatory with rear overflow holes, fitting ledge suitable for single faucet holes on centers complete with faucet, standard fittings, trap and lavatory brackets and other accessories.

(ii) Lavatory (Countertop Lavatory): Shall be vitreous china, oval shaped countertop lavatory with front overflow hole, complete with faucet, supply valve and fittings with P-trap. Fitting ledge suitable for single hole on center.

3) Urinals

(i) Urinals for all comfort buildings shall be built-in urinal trough as shown on the drawings.

(ii) Urinals: Shall be vitreous china, wall-hung washout urinal, flushing rim, integral trap, 19mm top and shall be provided with water saving flush system .

4) Service Sinks

Service sinks where indicated or shown on the Drawings shall be stainless steel, with single bowl and with complete U.S. or Japan imported fittings.

5) Slop Sinks

Slop Sink shall be precast concrete finished on all exposed surface with glazed ceramic tiles; tile splash back; waste and drain fittings. Hose bibb shall be of brass finish.

18.0 ELECTRICAL WORKS

All electrical works shall comply with the provisions of the Philippine Electrical Code and the local power utility company.

18.1. MATERIALS AND EQUIPMENT REQUIREMENTS

Materials, equipment, and devices shall, as minimum, meet requirements of UL, where UL standards are established for those items, and requirements of NFPA 70. All items shall be new.

18.1.1 Conduit and Fittings

a) Rigid Steel Conduit (RSC) : Hot dip galvanized: ANSI C80.1. b)

Flexible Metal Conduit : UL 1.

1) Liquid-Tight Flexible Metal Conduit (Steel): UL 360.

- c) Rigid Plastic Conduit : PVC schedule 40 in accordance with UL 651.
- d) Fittings for Metal Conduit, and Flexible Metal Conduit : UL 514B.
Ferrous fittings shall be hot dip galvanized in accordance with UL 514.
 - 1) Fittings for RSC: Shall be threaded-type. Split couplings are not acceptable.
- e) Fittings for Rigid Nonmetallic Conduit : NEMA TC3.

18.1.2. Outlet Boxes and Covers

UL 514, hot dip galvanized for ferrous metal.

18.1.3. Cabinets, Junction Boxes, and Pull Boxes (with volume greater than 100 cubic inches) UL 50, hot dip.

18.1.4. Wires and Cables

Wires and cables shall meet applicable requirements of PEC, NFPA 70 and UL for types of insulation, jackets, and conductors specified or indicated. Wires and cables manufactured more than 6 months prior to date of delivery to site shall not be used.

- a) Conductors: Conductor 3.5mm^2 and smaller shall be solid, 5.5mm^2 and larger shall be stranded. All conductors indicated shall be copper.

- 1) Equipment Manufacturer Requirements:

If manufacturer's equipment requires copper conductors at the terminations or requires copper conductors to be provided between components of equipment, provide copper conductors or splices, splice boxes, and other work required to satisfy manufacturer's requirements.

- 2) Minimum Conductor Sizes:

- a.) Minimum size for branch circuits shall be 3.5mm^2 .

- b) Color Coding

For 240V, 60Hz, 1Ø, 2 wire Phase
A - Black Phase
B - Red
Grounding - Green

- c) Insulation:

Unless specified for indicated otherwise or required by PEC and NFPA 70, power and lighting wires shall be 600volt, Type THHN or THW. d)

Bonding Conductors:

ASTM B1, solid bare copper wire for sizes 8.0mm^2 and smaller diameter; ASTM B8, Class B, stranded bare copper wire for sizes 14mm^2 and larger diameter.

18.1.5. Splices and Termination Components

UL 486A as applicable, for wire connectors and UL 510 for insulating tapes. Connectors for 5.5 mm² and smaller diameter wires shall be insulated, pressure-type in accordance with UL 486A or UL 486C (twist-on splicing connector).

- a) Provide solderless terminal lugs on stranded conductors.

18.1.6. Device Plates

Provide UL listed, one-piece device plates for outlets and fittings to suit the devices installed. For metal outlets and fittings, plates on unfinished walls and on fittings shall be of zinc-coated sheet steel or cast metal having round or bevelled edges. Plates on finished walls shall be urea or phenolic, minimum 2.5mm wall thickness. Plates shall be same color as receptacle or toggle switch with which they are mounted. Screws shall be machine-type with countersunk heads in color to match finish of plate. Use of sectional-type device plates will not be permitted. Plates installed in wet locations shall be gasketed and UL listed for "wet locations."

18.1.7. Switches

- a) Toggle Switches:

Totally enclosed with bodies of thermosetting plastic and mounting strap. Wiring terminal shall be screw-type, side-wired. Switches shall be rated quiet-type AC only, 250 volts, with current rating and number of poles indicated.

- b) Receptacles

UL 498 and NEMA WD 1, heavy-duty, grounding-type. Ratings and configurations shall be as indicated. Wiring terminals shall be screw-type, side-wired. Connect grounding pole to mounting strap.

18.1.8. Panelboards

- a) Panelboard Buses:

All buses shall be copper support bus bars on bases independent of circuit breakers. Main buses and back pans shall be designed so that breakers may be changed without machining, drilling, or lapping. Provide separate ground bus per UL 67 for connecting grounding conductors; bond to steel cabinet.

- b) Circuit Breakers:

Ambient-compensated thermal magnetic-type solid state-type with interrupting capacity of 10,000 amperes symmetrical minimum. Breaker terminal shall be UL listed as suitable for type of conductor provided.

18.1.9. Grounding and Bonding Equipment

UL 467. Ground rods shall be copper-clad steel, with minimum diameter of 20mm and minimum length of 3 meters.

IV. CLEARING WORKS

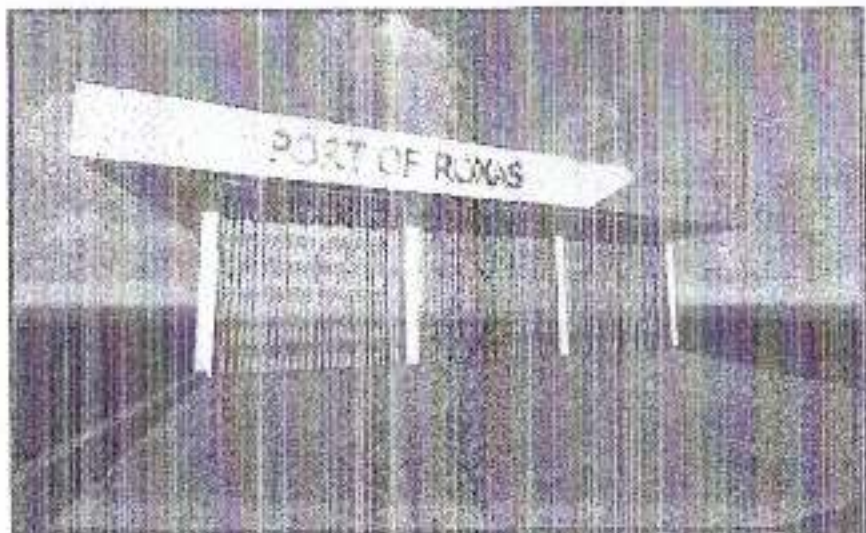
The Contractor shall remove all temporary structures erected, excess materials and construction debris within the construction/port area upon completion of the project.

SECTION VII

PROJECT DRAWINGS

(SUPPLIED IN SEPARATE ENVELOPE)

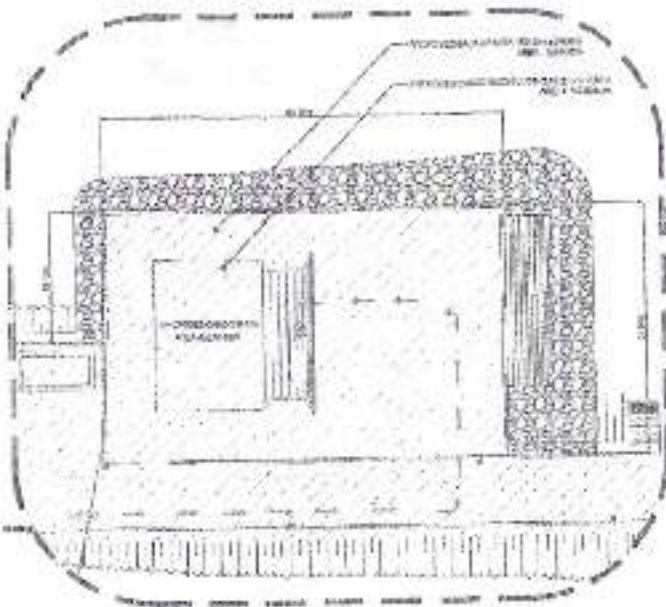
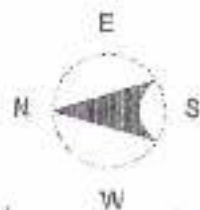
CARGO SHED



PERSPECTIVE
1/10
1/25



VICINITY MAP
1/10
1/25

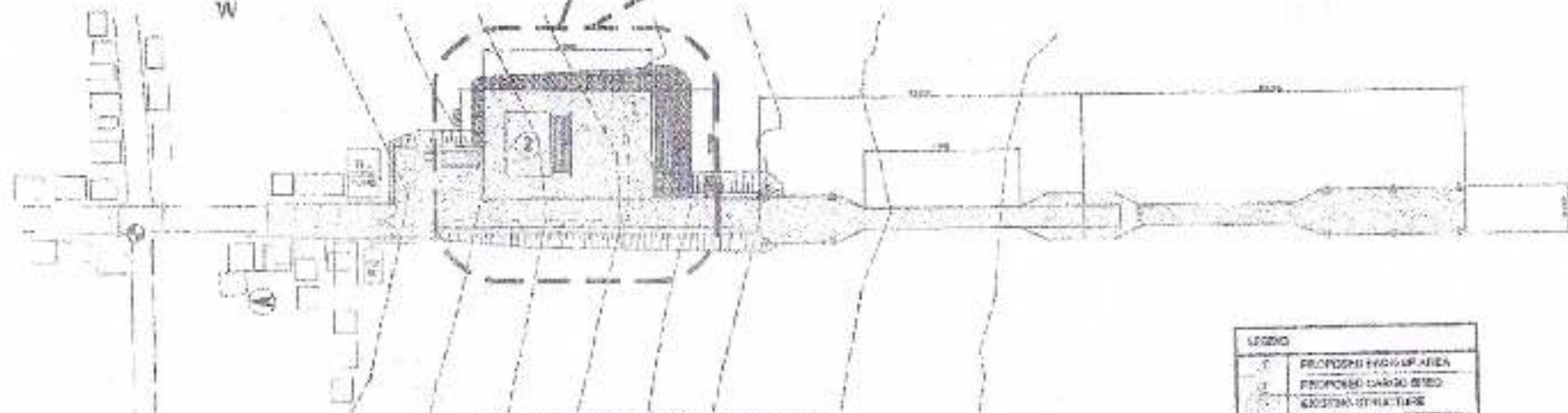


LEGEND

---	VEHICLE / CARBORNER HORDES
---	VEHICLE / CARGOES TOPPS

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PLUMBING		
P-0100	<ul style="list-style-type: none"> SECTION SECTION SECTION SECTION 	<ul style="list-style-type: none"> SECTION SECTION SECTION SECTION



LEGEND

---	PROPOSED PAVING AREA
---	PROPOSED CARGO BED
---	EXISTING STRUCTURE
---	PROPOSED DEVELOPMENT

SITE DEVELOPMENT PLAN
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1/25

ROXAS, PORT DEVELOPMENT PROJECT

PHILIPPINE PORT AUTHORITY

DESIGNER: [Signature]

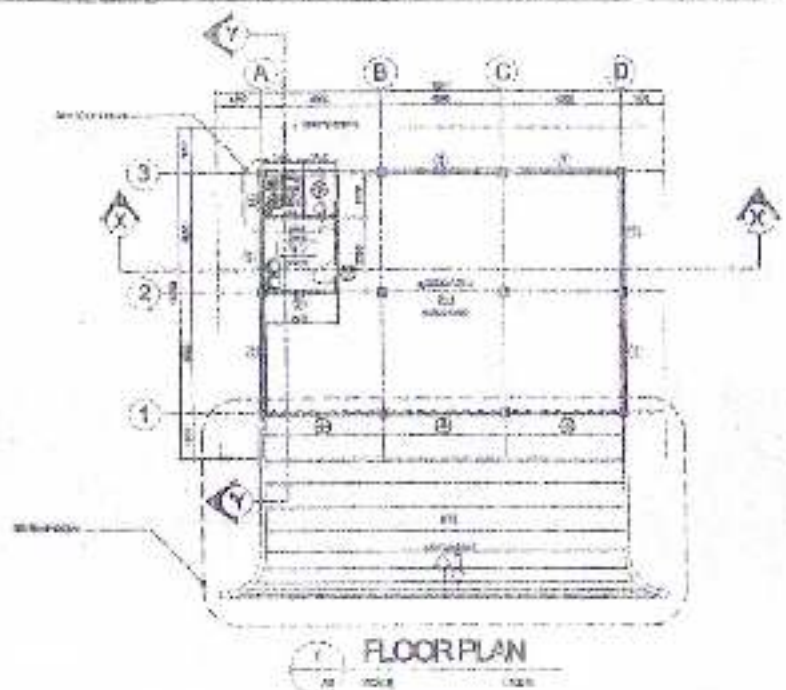
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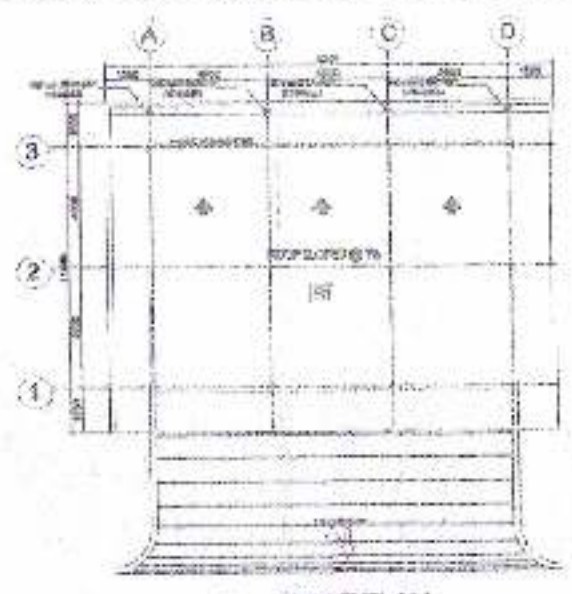
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TITLE: [Title]



FLOOR PLAN
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ROOF PLAN
SCALE: 1/8" = 1'-0"

LEGEND:

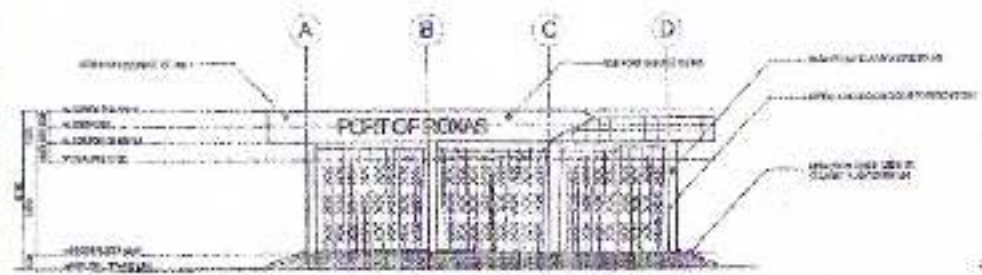
F1	WHITE 1/2" Gypsum BOARD ON JOIST T&G FINISH
F2	WHITE 1/2" Gypsum BOARD ON T&G JOIST FINISH
F3	NON-BRIS OR TOUGH CEMENT FINISH
F4	WATERPROOF FINISH

LEGEND:

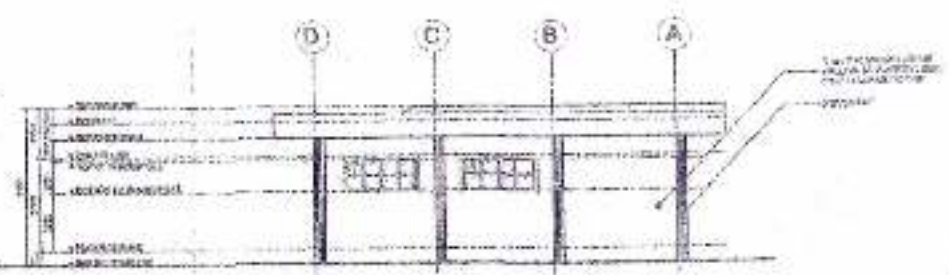
C1	ALL ALUMINUM CLIP IN FINISH WITH 2" MIN. EDGE W/FT. OF SUBW/FT. 000 MAX. SPACING 1.25m
C2	WELDED UNDERLAP OR NO. 5 BAR



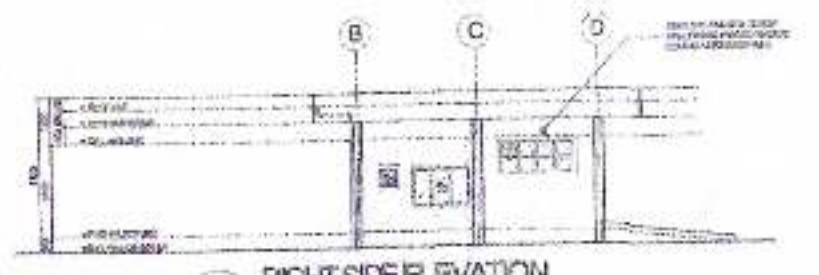
REFLECTED CEILING LIGHTING LAYOUT PLAN
SCALE: 1/8" = 1'-0"



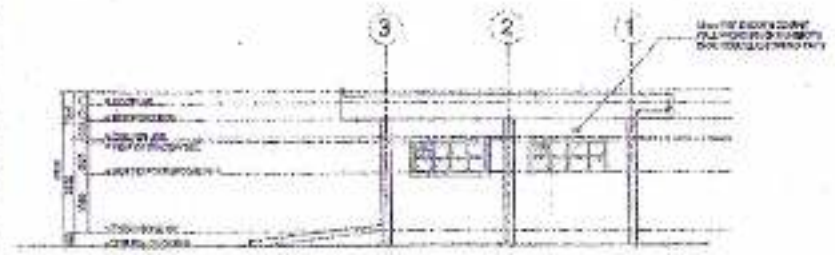
FRONT ELEVATION
SCALE: 1/8" = 1'-0"



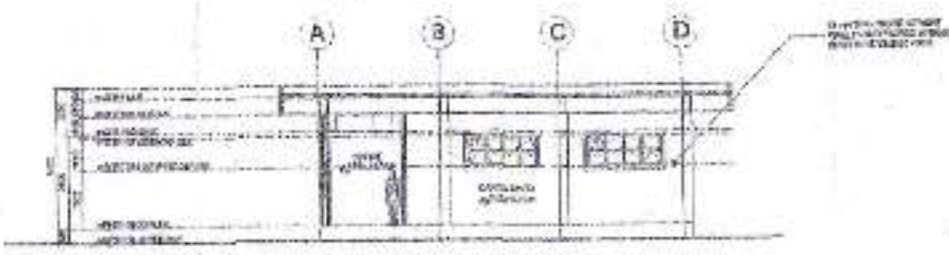
REAR ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



SECTION THRU X-X
SCALE: 1/8" = 1'-0"



SECTION THRU Y-Y
SCALE: 1/8" = 1'-0"



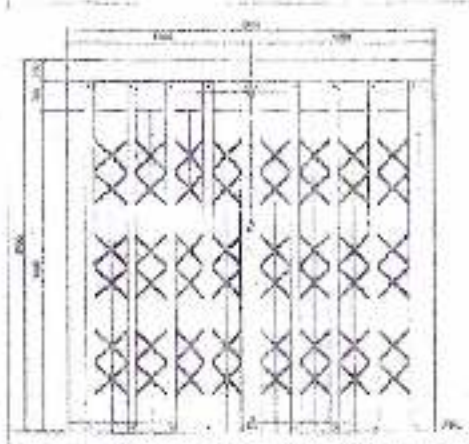
PARAPET DETAIL
SCALE: 1/4" = 1'-0"

PORT OF ROXAS

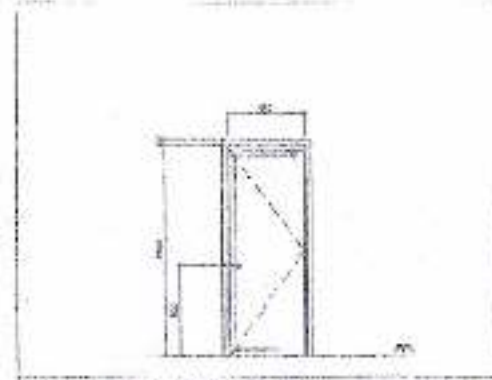
- NOTES:**
1. REFER TO SPECIFICATIONS FOR MATERIALS AND FINISHES.
 2. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN METERS.
 3. SEE DRAWING FOR PORT SIGNAGE DETAIL.

PORT SIGNAGE DETAIL
SCALE: 1/4" = 1'-0"

ROXAS PORT DEVELOPMENT PROJECT
 PROJECT NO. A-02 of 10
 DATE: 08/20/2014
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]
 PROJECT ENGINEER: [Signature]
 PROJECT MANAGER: [Signature]



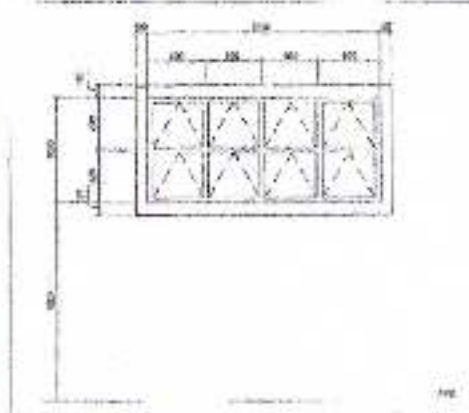
D1



D2



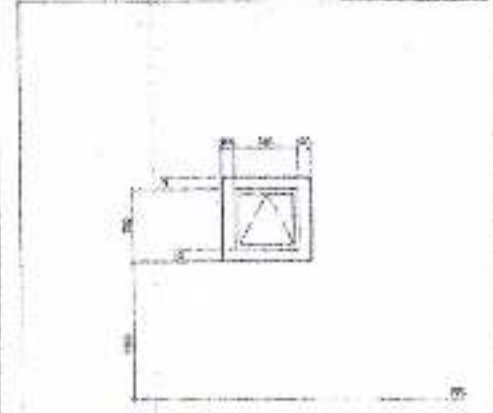
D3



W1

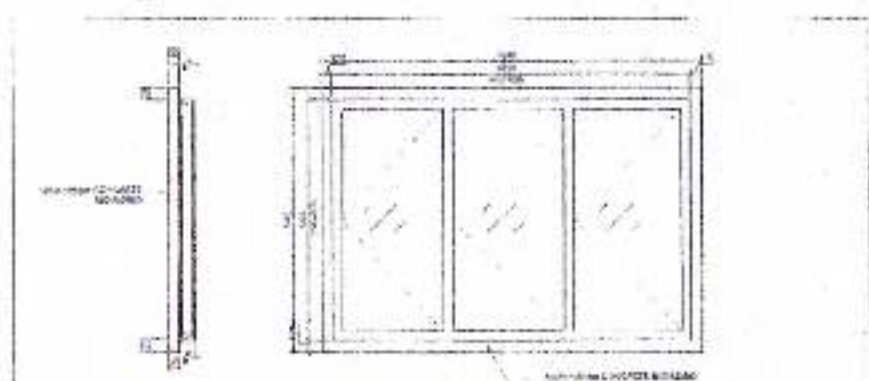


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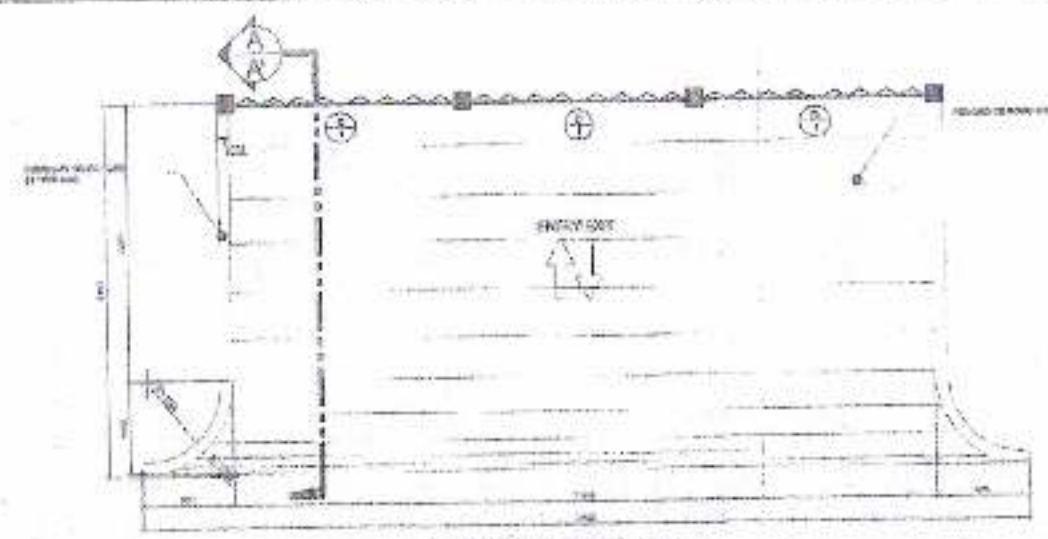


W3

SCHEDULE OF DOORS AND WINDOWS



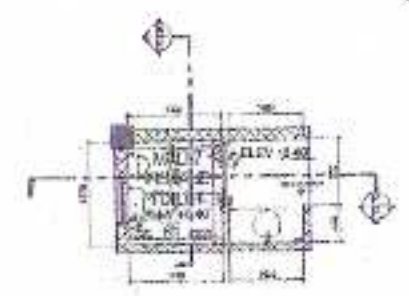
TYPICAL DETAIL OF WINDOW CONCRETE MOULDING



TYPICAL RAMP DETAIL



SECTION THROUGH RAMP



STAFF TOILET BLOW-UP PLAN



SECTION THROUGH TOILET



SECTION THROUGH MIRROR



MIRROR DETAILS (TYP)

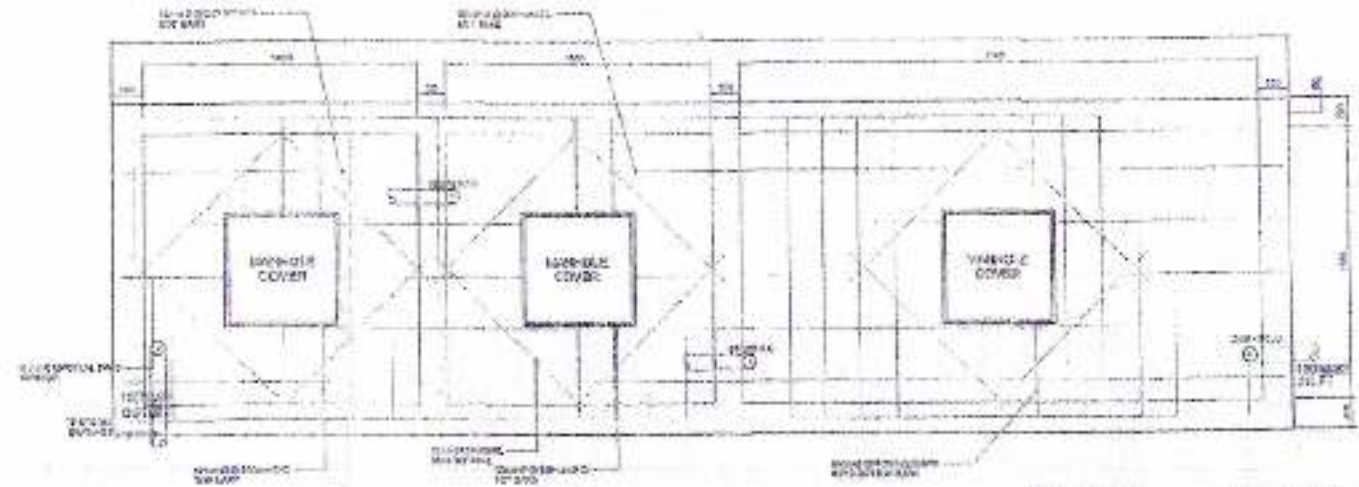
ROXAS PORT DEVELOPMENT PROJECT
 PORT OF ROXAS, PANGLOSS, PANGLOSS

PROJECT TITLE: ROXAS PORT DEVELOPMENT PROJECT
 PROJECT NO.: A03 of 03
 SHEET NO.: A03 of 03
 DATE: 11/27/2019

DESIGNED BY: [Signature]
 CHECKED BY: [Signature]
 DRAWN BY: [Signature]
 PROJECT ENGINEER: [Signature]

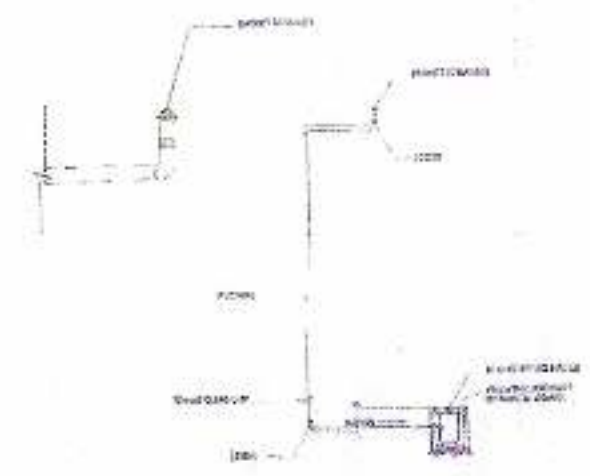
PHILIPPINE PORT AUTHORITY

MISCELLANEOUS DETAILS/ DETAILS OF SEPTIC TANK

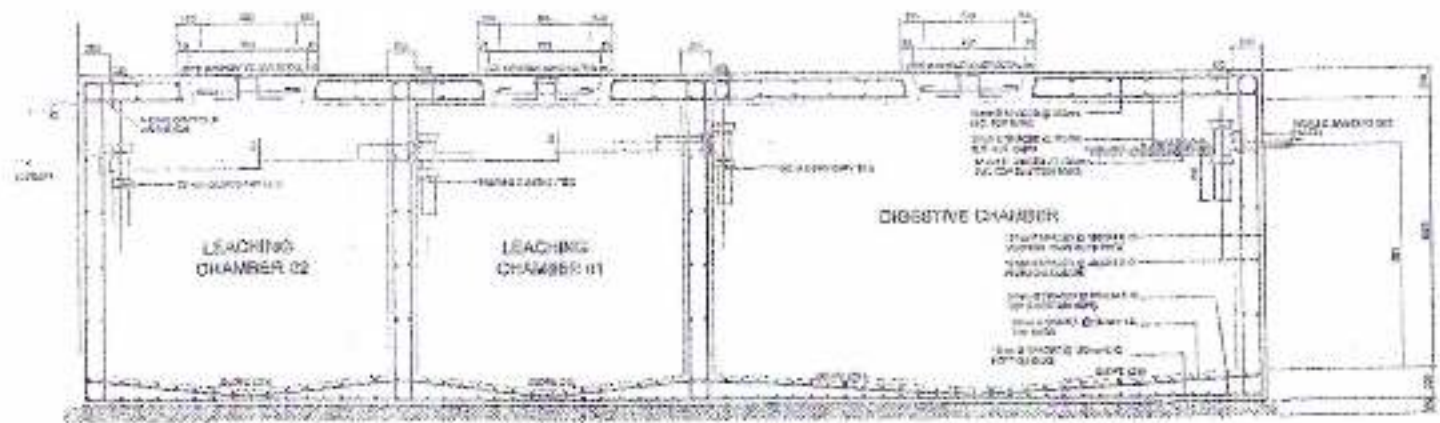


PLAN OF SEPTIC TANK

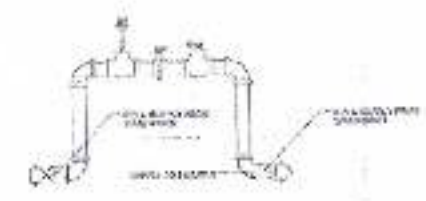
COMPACT DIMENSIONS: 200% MINIMUM
 LEACHING CHAMBER: 1.00 MTS
 LEACHING CHAMBER: 1.00 MTS
 RECTANGULAR: 200% MINIMUM
 LEACHING CHAMBER: 1.00 MTS



DETAIL OF DOWNSPOUT LAYOUT



LONGITUDINAL SECTION



INSTALLATION DETAIL OF WATER METER

MATERIAL SPECIFICATIONS:

- COLD WATER LINE**: SHALL BE POLYPROPYLENE RANDOM COPOLYMER PIPE, 100% UNPLASTICIZED OR APPROVED EQUAL.
- 4" PIPE**: SHALL BE POLYVINYL CHLORIDE (PVC) PIPE SERIES 1000, 100% UNPLASTICIZED OR APPROVED EQUAL.
- 6" PIPE**: SHALL BE SOLVENT CEMENT JOINT POLYPROPYLENE.
- CAST IRON**: SHALL BE POLYVINYL CHLORIDE (PVC) PIPE SERIES 1000, 100% UNPLASTICIZED OR APPROVED EQUAL.
- WATER METER**: SHALL BE POLYVINYL CHLORIDE (PVC) PIPE SERIES 1000, 100% UNPLASTICIZED OR APPROVED EQUAL. FITTINGS SHALL BE SOLVENT CEMENT JOINT TO ASTM D 2858. ABOVE WATER METER SHALL BE POLYPROPYLENE TO ASTM D 2858. TO WASTEWATER CHAMBER SHALL BE POLYPROPYLENE TO ASTM D 2858.
- FOR DRAINAGE**: SHALL BE POLYPROPYLENE TO ASTM D 2858.
- WATER VALVE**: SHALL BE POLYPROPYLENE TO ASTM D 2858.
- COVER**: SHALL BE POLYPROPYLENE TO ASTM D 2858.

SCHEDULE OF PIPE (SEWER LINE)

DESCRIPTION	AMT.	SIZE OF PIPE (mm)	TYPE OF PIPE
WASTEWATER	100	150	PVC SERIES 1000
WASTEWATER	100	150	PVC SERIES 1000
WASTEWATER	100	150	PVC SERIES 1000
WASTEWATER	100	150	PVC SERIES 1000
WASTEWATER	100	150	PVC SERIES 1000
WASTEWATER	100	150	PVC SERIES 1000
WASTEWATER	100	150	PVC SERIES 1000
WASTEWATER	100	150	PVC SERIES 1000
WASTEWATER	100	150	PVC SERIES 1000
WASTEWATER	100	150	PVC SERIES 1000

SCHEDULE OF PIPE (WATER LINE)

DESCRIPTION	AMT.	SIZE OF PIPE (mm)	TYPE OF PIPE
FOR MAIN SUPPLY LINE	100	150	PVC
FOR DISTRIBUTION LINE	100	150	PVC
FOR SUPPLY TO FUTURE	100	150	PVC

SCHEDULE OF PIPE (WATER LINE)

DESCRIPTION	AMT.	SIZE OF PIPE (mm)	TYPE OF PIPE
WATER LINE	100	150	PVC
WATER LINE	100	150	PVC
WATER LINE	100	150	PVC

PROJECT TITLE: **ROXAS PORT DEVELOPMENT PROJECT**

DATE: **04/11/2024**

SCALE: **AS SHOWN**

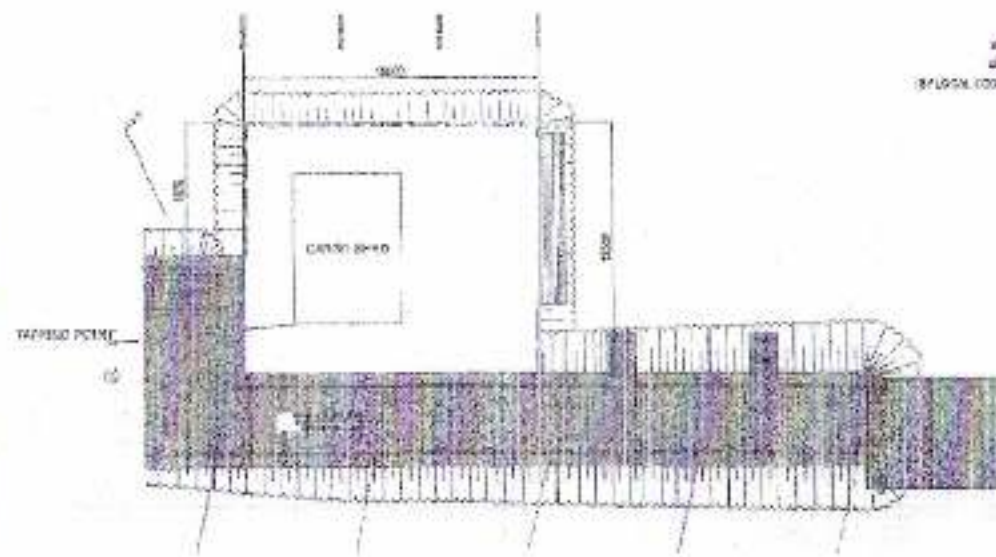
PROJECT NO: **P-02 of 02**

DESIGNED BY: **...**

CHECKED BY: **...**

APPROVED BY: **...**

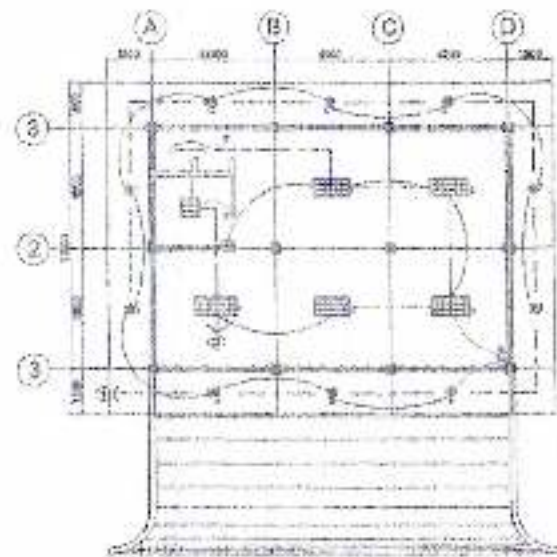
PHILIPPINE AUTOMATIC



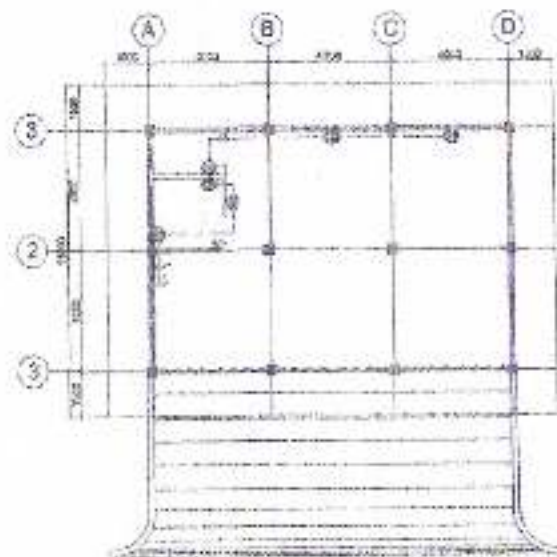
1 ELECTRICAL LAYOUT PLAN
SCALE 1:20



2 SINGLE LINE DIAGRAM
SCALE 1:20



3 LIGHTING LAYOUT
SCALE 1:20



4 POWER LAYOUT
SCALE 1:20

SCHEDULE OF LOAD

NO.	DESCRIPTION	WATTAGE	VOLTS	CURRENT	AMPERES	WATTAGE	AMPERES
1	100W	100	110	0.91	0.91	100	0.91
2	200W	200	110	1.82	1.82	200	1.82
3	300W	300	110	2.73	2.73	300	2.73
4	400W	400	110	3.64	3.64	400	3.64
5	500W	500	110	4.55	4.55	500	4.55
6	600W	600	110	5.45	5.45	600	5.45
7	700W	700	110	6.36	6.36	700	6.36
8	800W	800	110	7.27	7.27	800	7.27
9	900W	900	110	8.18	8.18	900	8.18
10	1000W	1000	110	9.09	9.09	1000	9.09

COMPUTATION
TOTAL CURRENT
= 90.9A
TOTAL WATTAGE
= 9090W
TOTAL CURRENT
= 90.9A
TOTAL WATTAGE
= 9090W

GENERAL NOTES:

ALL WORK SHALL BE IN ACCORDANCE WITH THE PLAN & SPECIFICATION AND SHALL COMPLY WITH THE PROVISIONS OF THE ELECTRICAL CODE, LOCAL ORDINANCES, RULES AND REGULATIONS OF LOCALITY HAVING JURISDICTION OVER THE PROJECT AND THE STANDARDS OF POWER COMPANY CONCERNED.
VOLTAGE SHALL BE 110 VOLTS, 60 HERTZ, THREE PHASE, 3-WIRE.
THE WORK SHALL BE EXECUTED IN THE BEST MANNER EMPLOYING EMPLOYING STANDARD TOOLS, EQUIPMENT AND EXERCISE HIGH GOOD PRACTICES.
ALL MATERIALS TO BE USED SHALL BE NEW AND APPROVED TYPE FOR BOTH PURPOSES AND LOCATION INTENDED.
ALL ELECTRICAL WORK SHALL BE DONE UNDER THE STRICT SUPERVISION OF QUALIFIED ELECTRICAL ENGINEER.

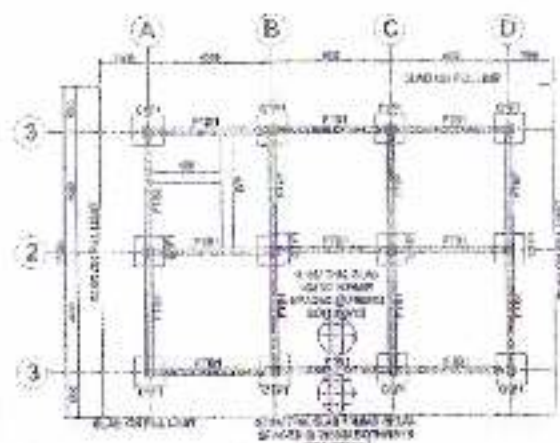
MOUNTING HEIGHT:

1. LIGHT SWITCH—1.4M ABOVE FLOOR FINISH
2. JUNCTION BOX/CONDUIT OUTLET—1.8M ABOVE FLOOR FINISH
3. TELEPHONE OUTLET—0.8M ABOVE FLOOR FINISH OR AS REQUIRED
4. PANEL BOARD & CABINET—1.8M ABOVE FLOOR FINISH UNLESS NOTICED

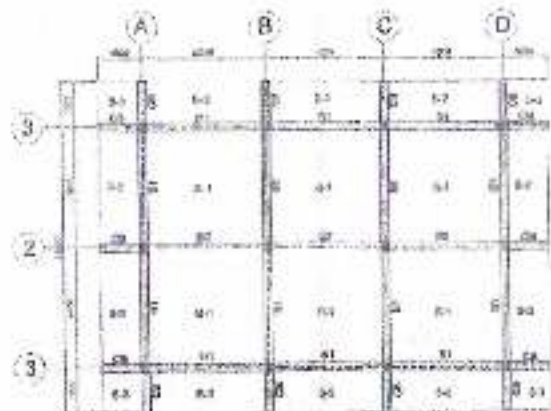
LEGEND:

- 1. 1/2" DIA. GRID SYSTEM WITH ELECTRIC WALL SWITCH OUTLET TYPE IS 200VOLT WITH 20 AMPERE WIRELESS TYPE, 200VOLT WIRELESS TYPE
- 2. 1/2" DIA. GRID SYSTEM WITH ELECTRIC WALL SWITCH OUTLET TYPE IS 200VOLT WIRELESS TYPE
- 3. VERTICAL CONDUIT, 1/2" DIA. WITH 1/2" DIA. COVER, 1/2" DIA. COVER, 1/2" DIA. COVER, 1/2" DIA. COVER
- 4. VERTICAL CONDUIT, 1/2" DIA. WITH 1/2" DIA. COVER, 1/2" DIA. COVER, 1/2" DIA. COVER, 1/2" DIA. COVER
- 5. APPROX. OUTLET, APPROX. OUTLET WITH GROUNDING
- 6. ONE-SIDE GROUNDING
- 7. PANEL BOARD
- 8. SERVICE ENTRANCE
- 9. LIGHTING PANEL BOARD
- 10. GROUND
- 11. CIRCUIT BREAKER
- 12. CONDUIT ELECTRICAL POST

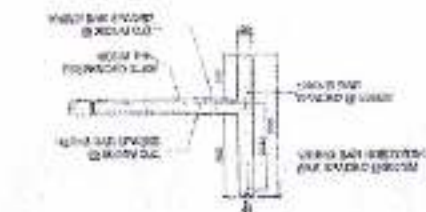
PROJECT TITLE: ROXAS PORT DEVELOPMENT PROJECT
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]
 DATE: JULY 2010
 SHEET NO.: E-01 of 01
 PROJECT NO.: [Number]
 DRAWING NO.: [Number]
 REVISIONS: [Table]
 PROJECT TITLE: ROXAS PORT DEVELOPMENT PROJECT
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]
 DATE: JULY 2010
 SHEET NO.: E-01 of 01
 PROJECT NO.: [Number]
 DRAWING NO.: [Number]
 REVISIONS: [Table]



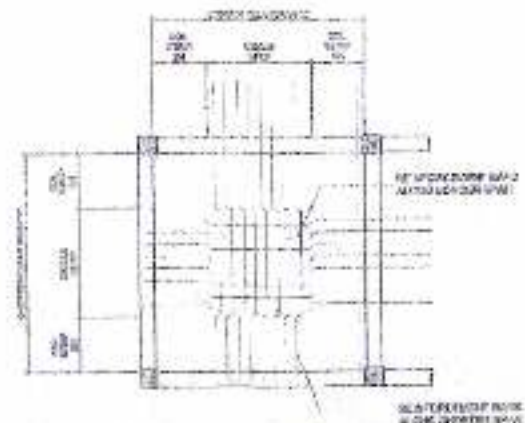
FOUNDATION PLAN



ROOF DECK FRAMING PLAN



PARAPET WALL STRUCTURAL DETAILS



TYPICAL DETAIL OF SLAB

SLAB SCHEDULE:

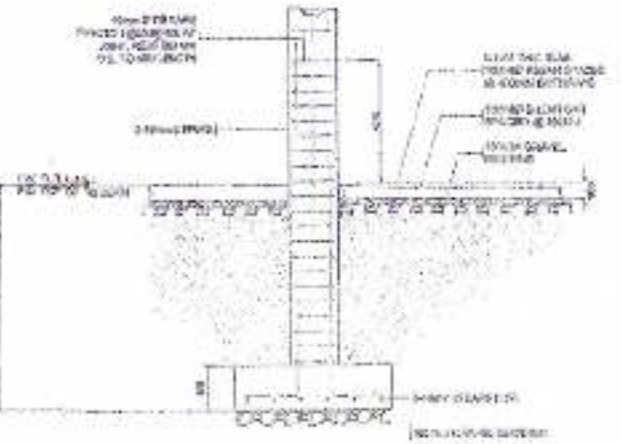
SLAB	THK	REINFORCEMENT		VERTICAL CURB (mm)	
		AT SUPPORTS	AT SPANS	TOP	BASE
01	100	10 @ 100	10 @ 100	75 @ 100	75 @ 100
02	100	10 @ 100	10 @ 100	75 @ 100	75 @ 100



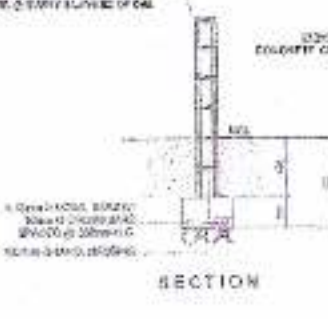
PLAN



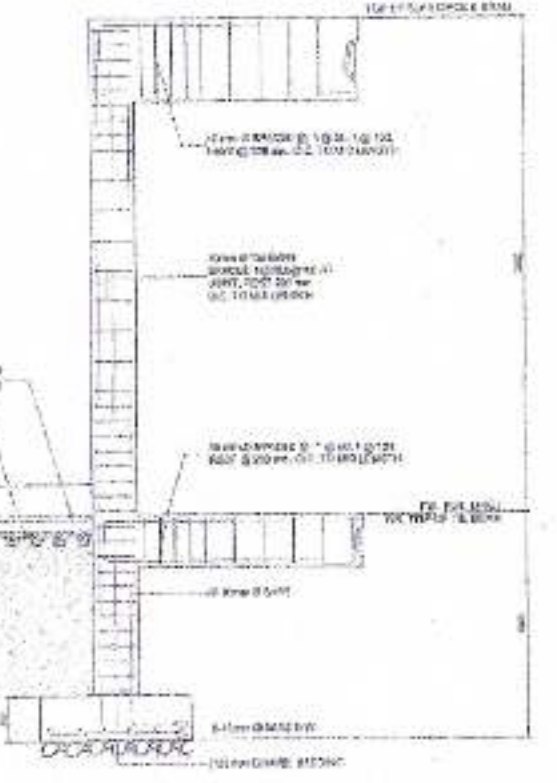
SECTION



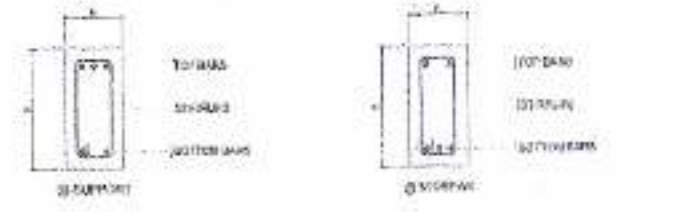
DETAIL OF COLUMN / COLUMN FOOTING



WALL FOOTING (WF) DETAIL



DETAIL OF REINFORCEMENT BARS



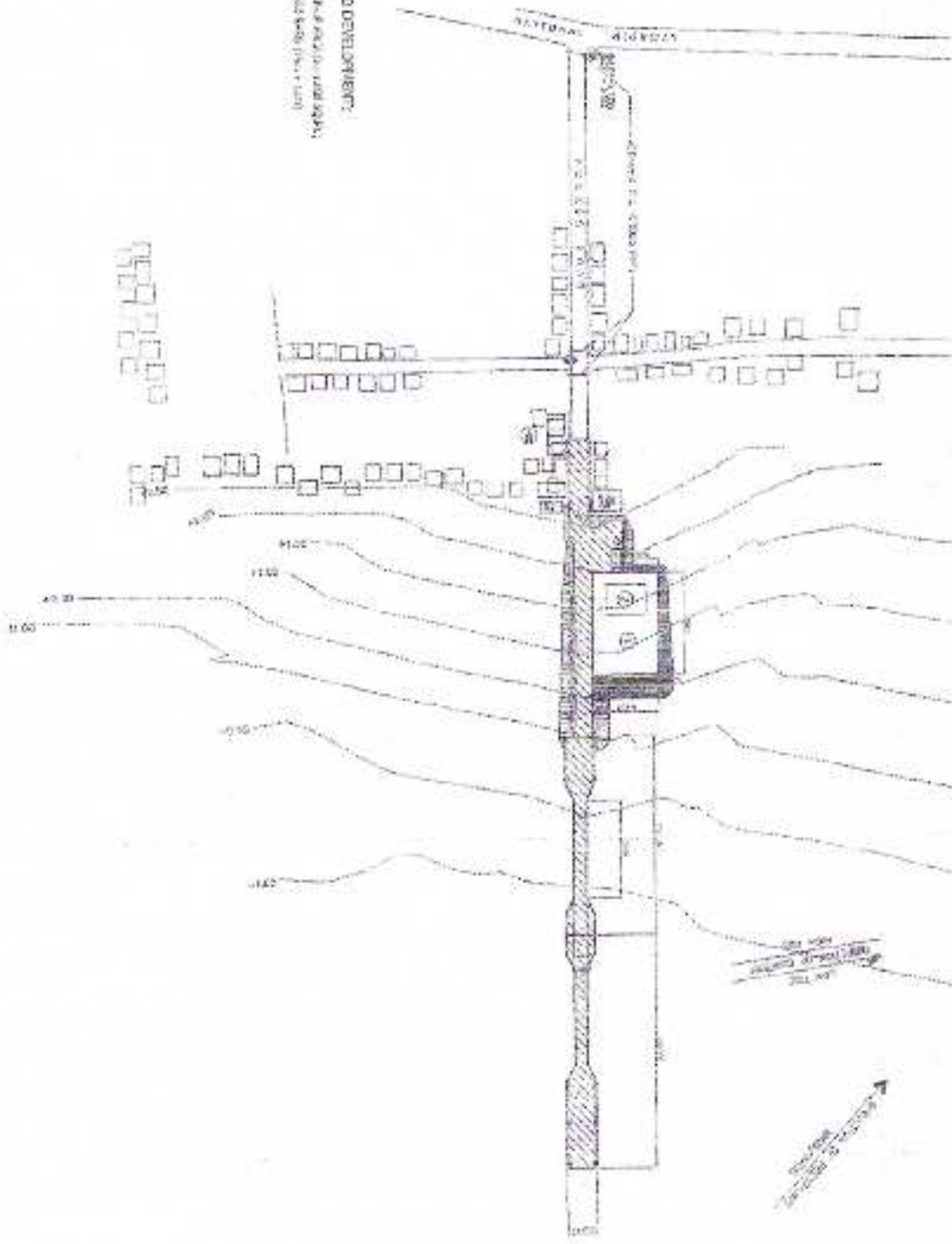
TYPICAL DETAIL OF SECTION OF BEAM

SLAB SCHEDULE:

SLAB	THK	REINFORCEMENT		VERTICAL CURB (mm)	
		AT SUPPORTS	AT SPANS	TOP	BASE
01	100	10 @ 100	10 @ 100	75 @ 100	75 @ 100
02	100	10 @ 100	10 @ 100	75 @ 100	75 @ 100

SCALE: AS SHOWN
 PROJECT: ROXAS PORT DEVELOPMENT PROJECT
 SHEET NO: S-01 of 01
 DATE: 11/2018
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 PROJECT LOCATION: [Location]
 CLIENT: [Client Name]
 CONSULTANT: [Firm Name]

DEVELOPMENT PLAN
1:500



PROPOSED DEVELOPMENT:
 1. Main building and shops
 2. Office building (1st & 2nd floor)



GENERAL NOTES :

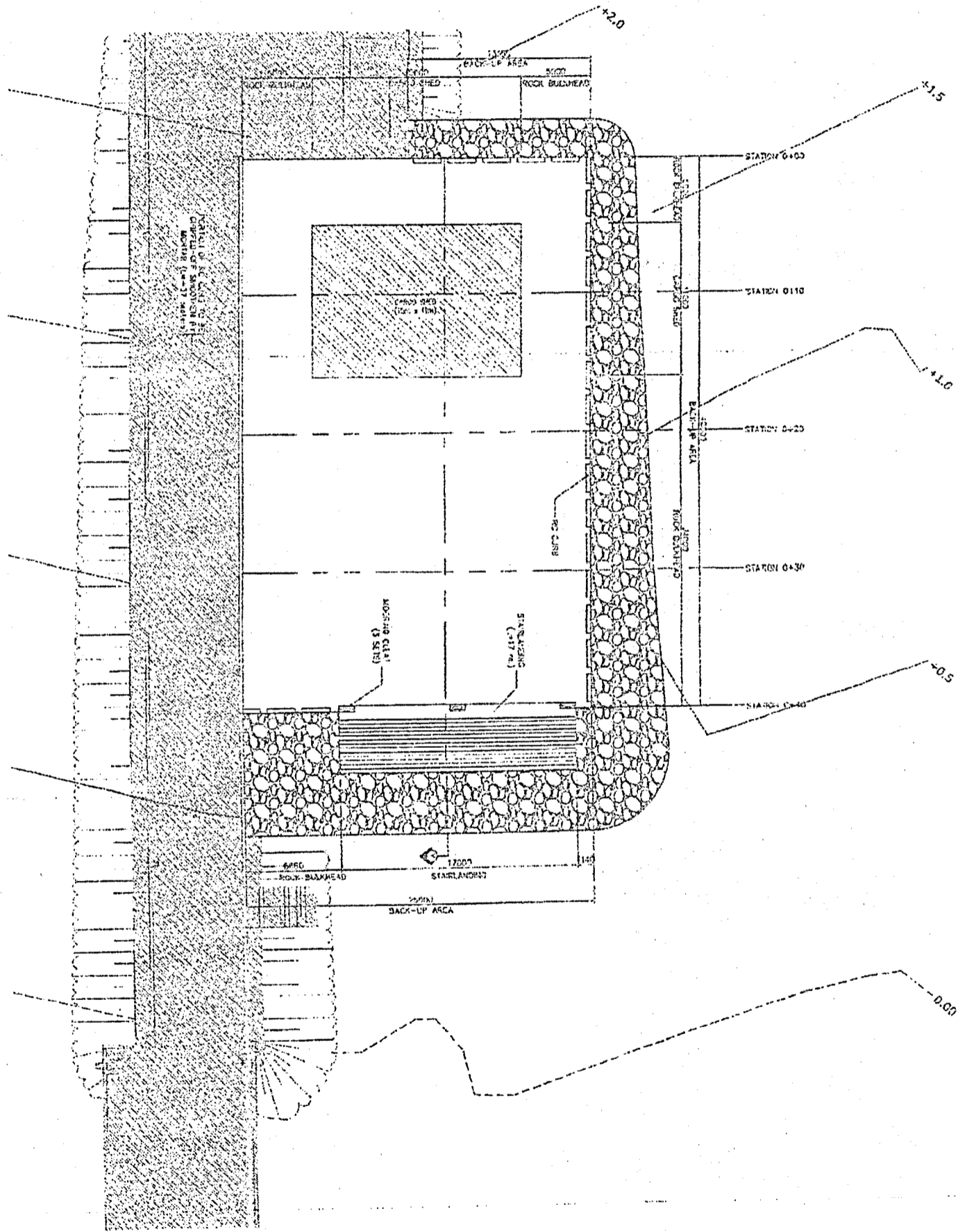
1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

LIST OF DRAWINGS:

- 1. SITE PLAN
- 2. FLOOR PLAN
- 3. SECTION
- 4. ELEVATION
- 5. EXTERIOR FINISH
- 6. INTERIOR FINISH
- 7. MECHANICAL
- 8. ELECTRICAL
- 9. SANITARY
- 10. LANDSCAPE ARCHITECTURE

	ROXAS PORT DEVELOPMENT PROJECT PORT OF ROXAS ROXAS, PALAWAN				SHEET NO. 1 OF 1 DATE: JULY 2014
	PREPARED BY: ENGINEER: [Signature] TITLE: [Title]	CHECKED BY: JOVENIL C. PALMIRA TITLE: [Title]	NOTED BY: ROLANDO T. GARCERA TITLE: [Title]	REVIEWED BY: ROYANNE S. [Name] TITLE: [Title]	APPROVED BY: [Signature] TITLE: [Title]

GENERAL PLAN



PHILIPPINE PORTS AUTHORITY

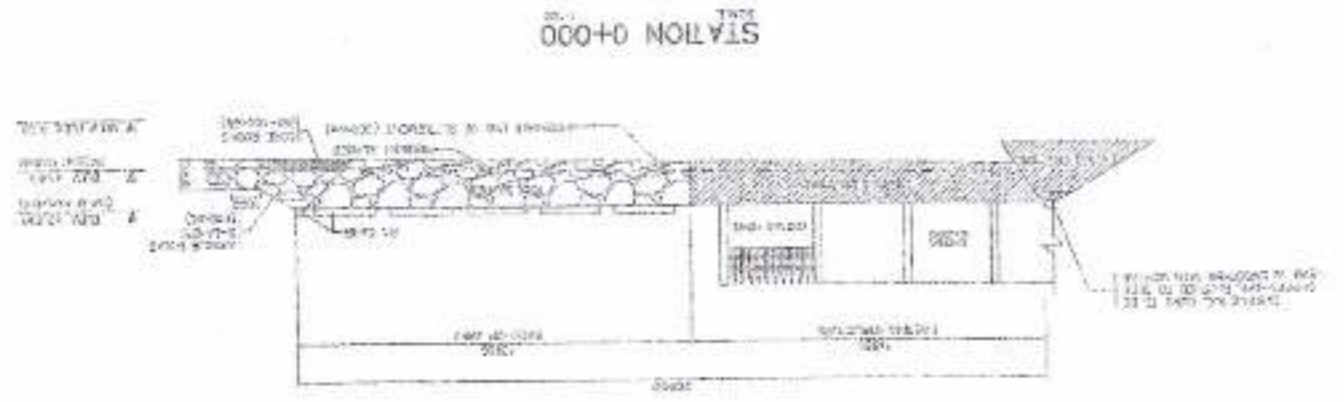
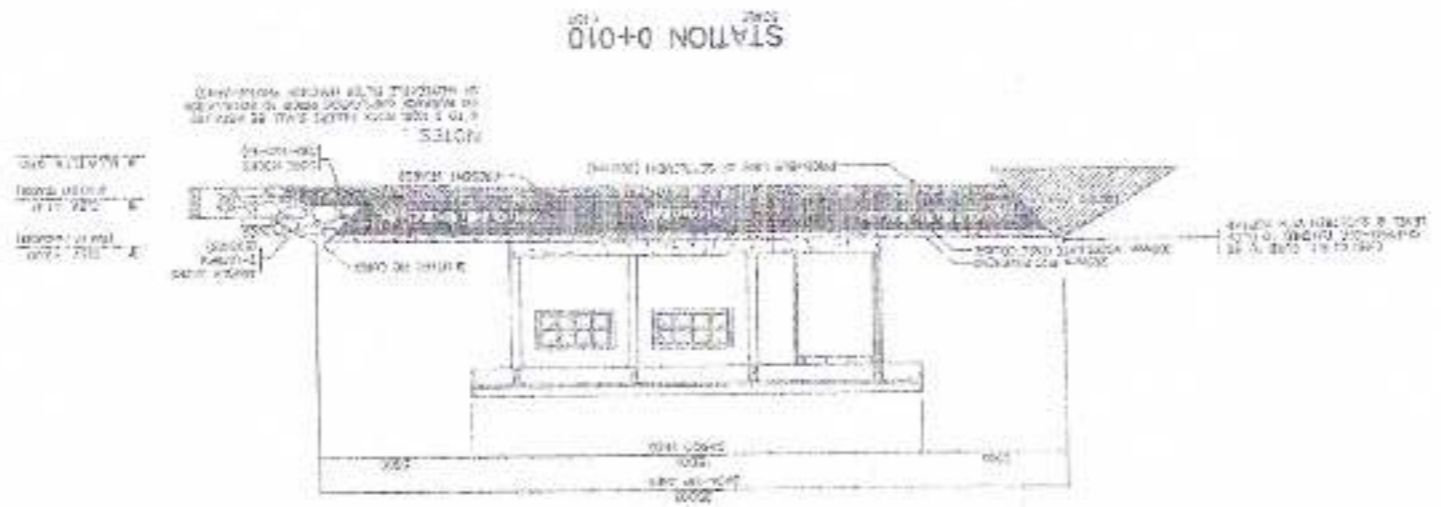
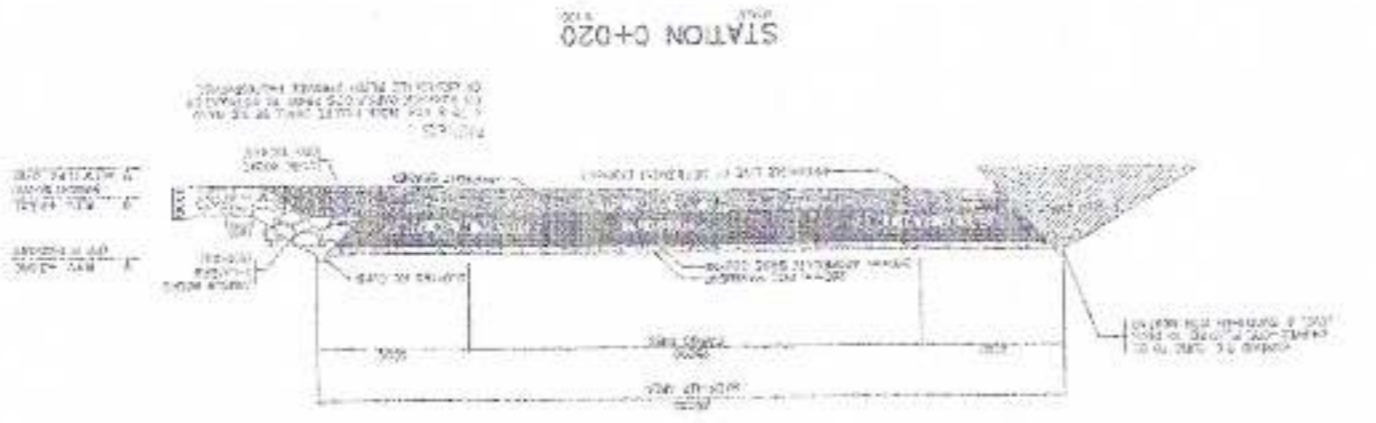


PROJECT TITLE: ROXAS PORT DEVELOPMENT PROJECT PORT OF ROXAS, PALAWAN					SHEET CONTENTS: - GENERAL PLAN	SCALE: AS SHOWN
PREPARED BY: CHRISTOPHER M. CERNIJA Principal Engineer A	CHECKED BY: JOVENCO C. FAIRHAG Division Mgr. PIAD	NOTED BY: ROLANDO T. CLERUSIN Division Ltr. EFD	RECOMMENDED BY: REYNARDO G. PARAFINA Manager, PPLD	APPROVED: CONRADO E. FARIAS JR. Asst. Gen. Manager - EO		SHEET NO. 2 OF 6
						DATE JULY 2017

PROJECT TITLE:
ROXAS PORT DEVELOPMENT PROJECT

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

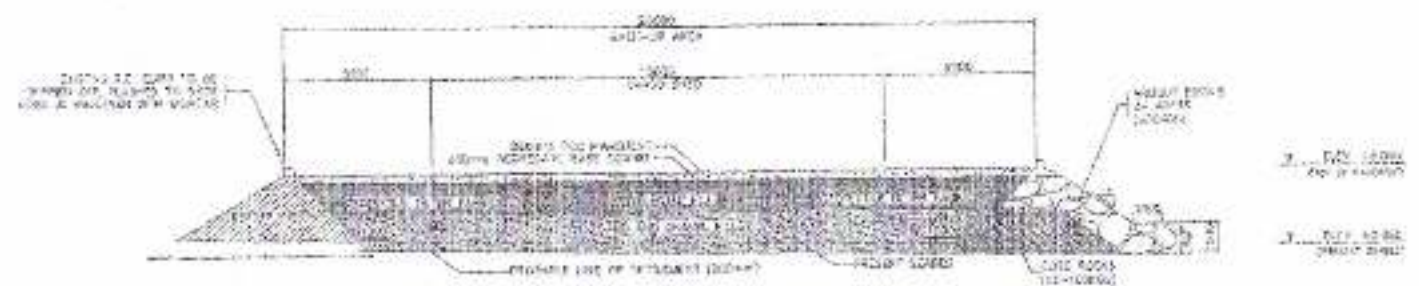
DATE: 11/1/2014



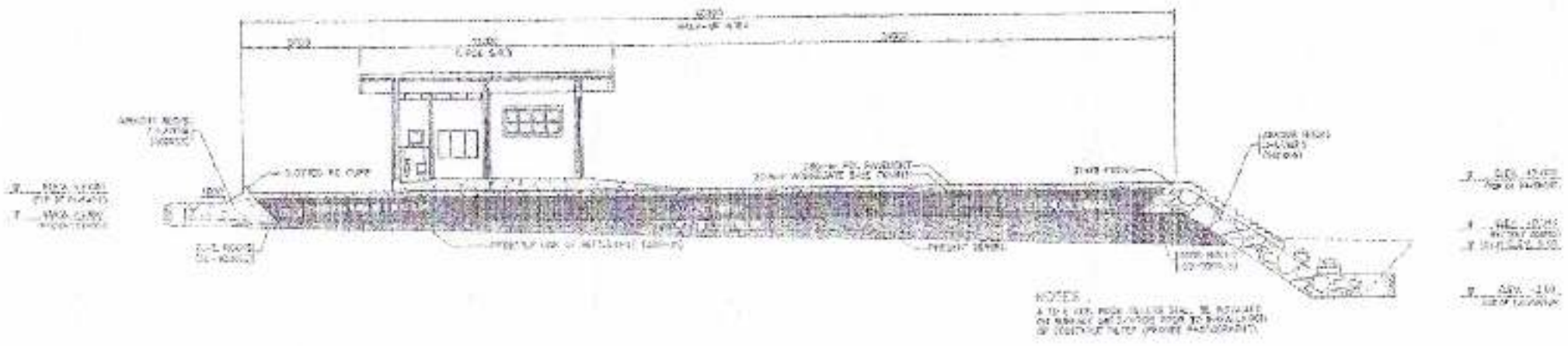


NOTES:
 1. 100mm concrete base shall be provided on surface over 150mm subgrade to provide level of structure walls (check preparation)

STATION 0+030
 1:10



STATION 0+040
 1:10



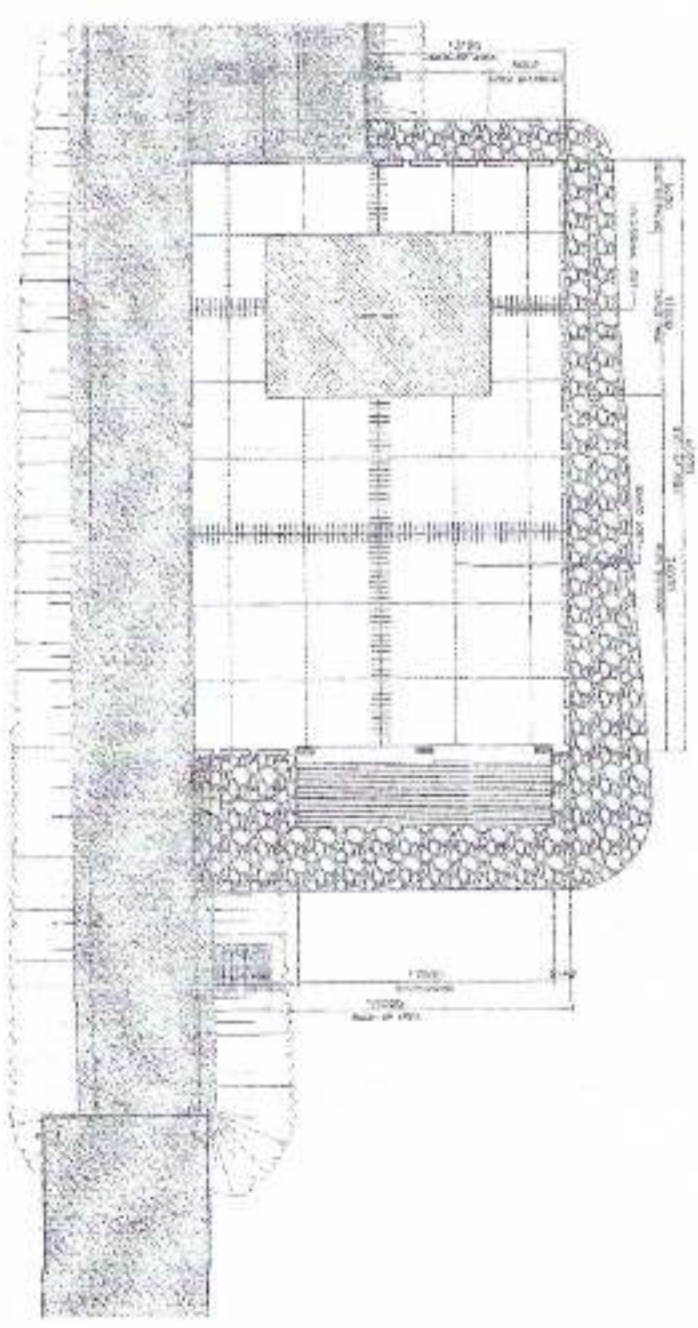
NOTES:
 1. 100mm concrete base shall be provided on surface over 150mm subgrade to provide level of structure walls (check preparation)

SECTION Y-Y
 1:10

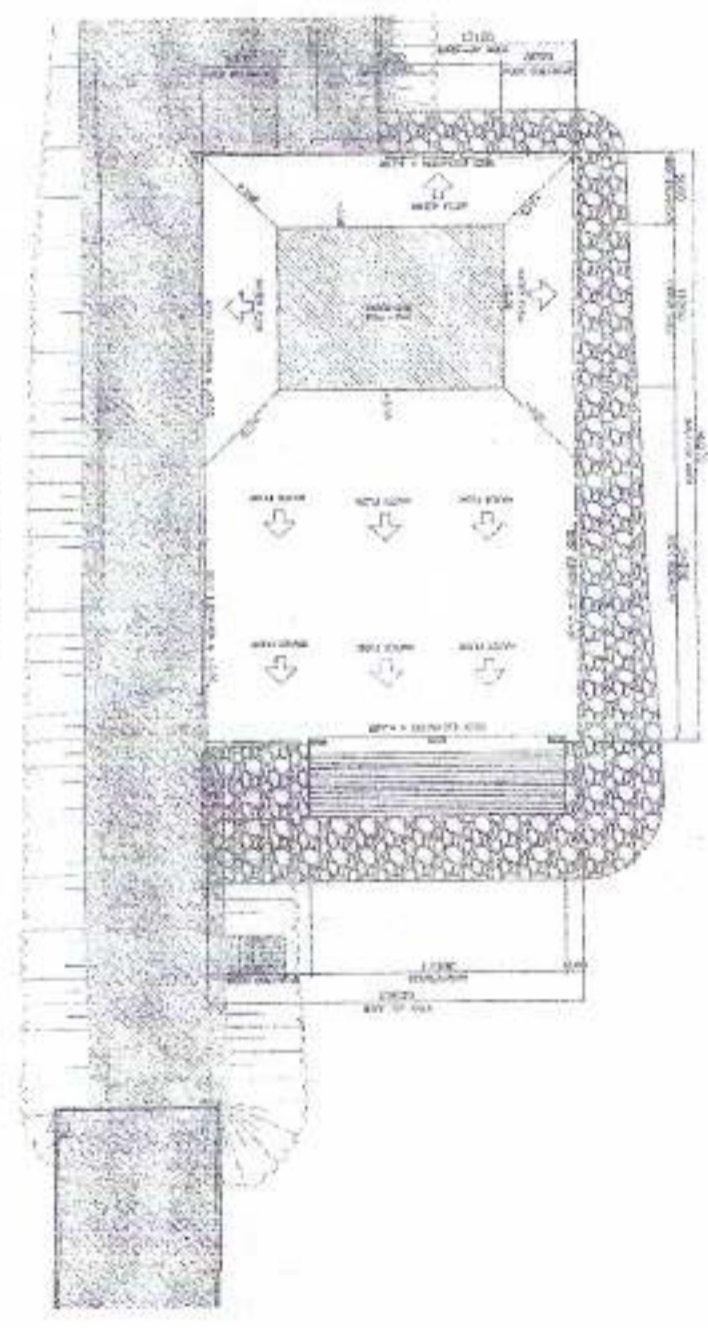
PROJECT TITLE ROXAS PORT DEVELOPMENT PROJECT	DESIGNED BY AS BROWN	DATE JULY 2014
PROJECT NO. 10000000000000000000	CHECKED BY AS BROWN	DATE JULY 2014
PROJECT NO. 10000000000000000000	APPROVED BY AS BROWN	DATE JULY 2014
PROJECT NO. 10000000000000000000	APPROVED BY AS BROWN	DATE JULY 2014
PROJECT NO. 10000000000000000000	APPROVED BY AS BROWN	DATE JULY 2014

PHILIPPINE SURVEYING AUTHORITY

PAVEMENT LAYOUT



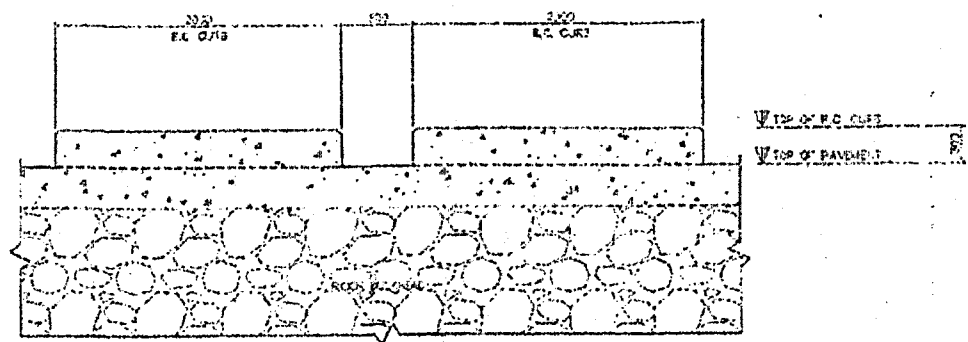
DRAINAGE PLAN



PROJECT TITLE: ROXAS PORT DEVELOPMENT PROJECT PORT OF ROXAS ROXAS PARADISE				
PREPARED BY: CHRISTOPHER S. GIBSON Chief Engineer A	CHECKED BY: JOSEFINO C. PANGALAN Chief Engr. PAU	NOTED BY: ROBERTO T. QUERUBEN District Engr. DEO	RECOMMENDED BY: REMANDO S. MARAFINA District Engr. PRO	APPROVED: (Signature) Chief Engr. Manager - DEO

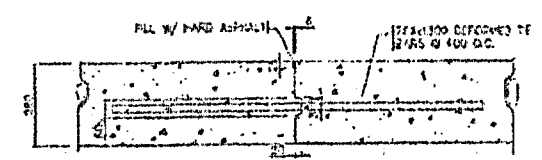
SHEET CONTENTS:
 • DRAINAGE PLAN
 • PAVEMENT LAYOUT

SCALE: AS SHOWN
SHEET NO.: 004
DATE: JULY 2011

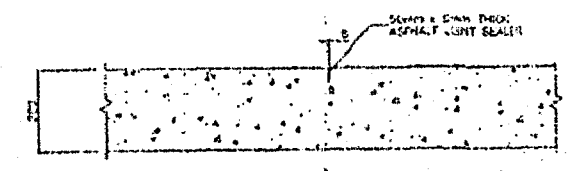


FRONT ELEVATION

LAYOUT OF SLOTTED R.C. CURB
SCALE 1:20

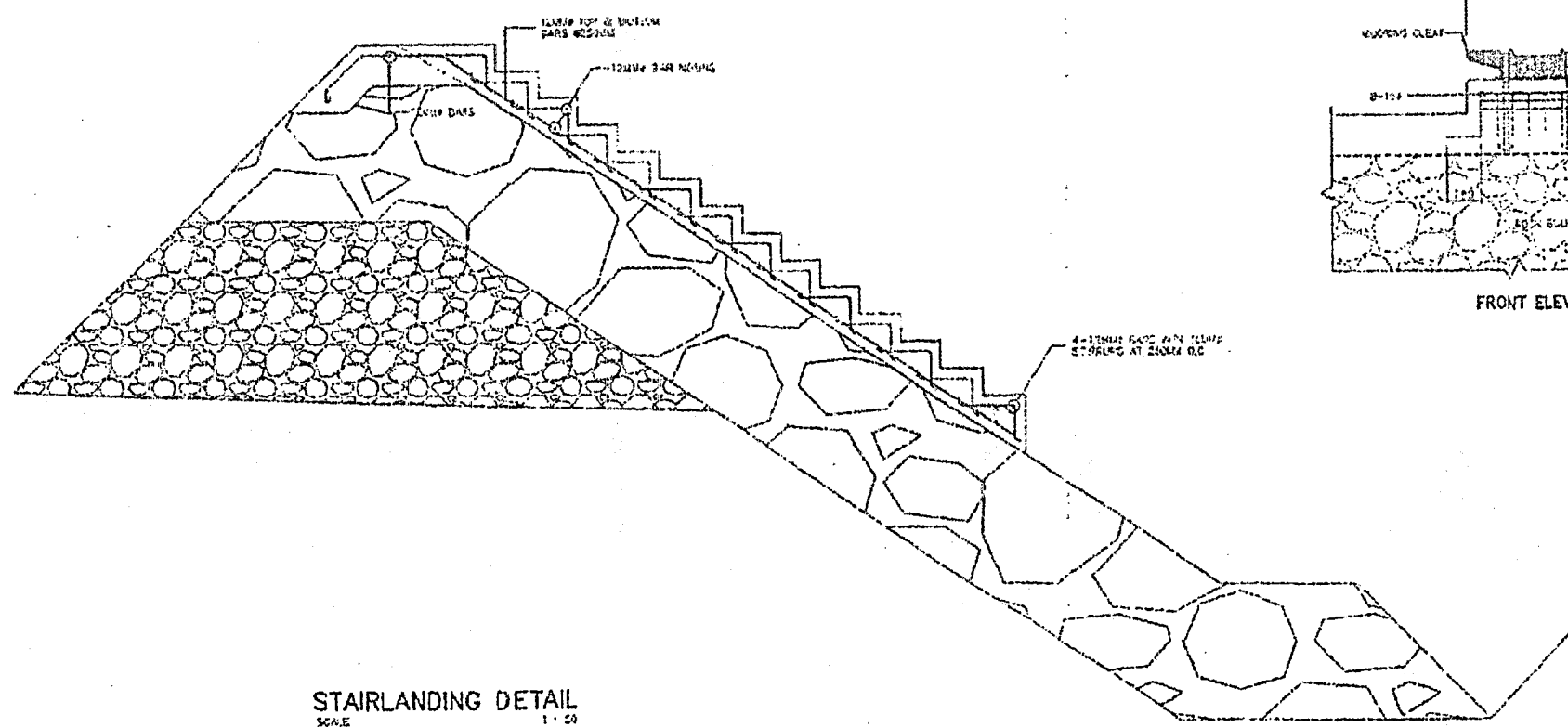


LONGITUDINAL JOINT

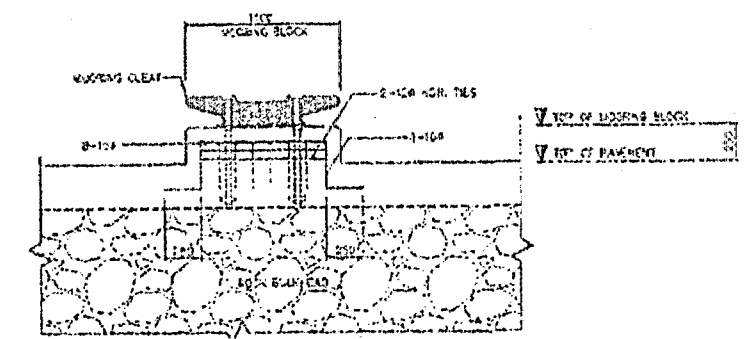


SAWED JOINT

DETAIL OF PAVEMENT JOINT
SCALE 1:10

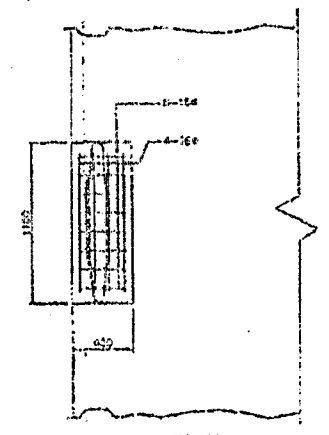


STAIRLANDING DETAIL
SCALE 1:20

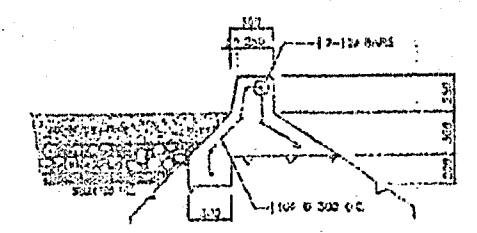


FRONT ELEVATION

TYPICAL REINFORCEMENT OF MOORING CLEAT
SCALE 1:20



PLAN



DETAIL OF R.C. CURB @ ROCK BULKHEAD
SCALE 1:20

SECTION VIII

BILL OF QUANTITIES AND BASIS OF PAYMENT

SUMMARY OF BILL OF QUANTITIES

DOTr-LFP-PLW-01-2020 ROXAS PORT DEVELOPMENT PROJECT
PORT OF ROXAS, PALAWAN

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4)x(5)
BILL NO. I BILL NO. II BILL NO. III	GENERAL EXPENSES BACK-UP AREA WITH STAIR LANDING CONSTRUCTION OF CARGO SHED			₱	₱
TOTAL BILL FOR THE CONTRACT					₱

BILL OF QUANTITIES

DOTr-LFP-PLW-01-2020 ROXAS PORT DEVELOPMENT PROJECT

PORT OF ROXAS, PALAWAN

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4)x(5)
BILL NO. I	GENERAL EXPENSES				
1.01	Mobilization, demobilization and cleaning	lot	1	₱	₱
1.02	Rental of temporary site office and residence for the Engineer and staff	mo.	7		
1.03	Maintain temporary site office and residence for the Engineer and staff	mo.	7		
1.04	Provide construction safety and health program in the execution of the project	mo.	7		
TOTAL FOR BILL NO. I					₱

BILL OF QUANTITIES

DOTr-LFP-PLW-01-2020 ROXAS PORT DEVELOPMENT PROJECT
PORT OF ROXAS, PALAWAN

NO.	DESCRIPTION OF WORK	UNIT	QTY.	UNIT PRICE (Pesos)	AMOUNT (Pesos)
(1)	(2)	(3)	(4)	(5)	(4)x(5)
BILL NO. II	BACK-UP AREA WITH STAIR LANDING				
2.01	Removal/chipped off existing R.C. Curb	l.m.	37	₱	₱
2.02	Excavation along the containment of stair landings and access road	cu.m.	351		
2.03	Supply and place 2-layer of 500kgs. Armour rocks	cu.m.	515		
2.04	Supply and place 50-100 kgs. Core rocks	cu.m.	253		
2.05	Supply and install geotextile fabric	sq.m.	485		
2.06	Supply and place sand and gravel fill	cu.m.	592		
2.07	Supply, spread and compact selected fill	cu.m.	489		
2.08	Supply and place 3,500 PSI concrete for stairlanding, mooring block and R.C. curb	cu.m.	47		
2.09	Supply and install steel reinforcement for stairlanding, mooring block and R.C. curb	kg.	2,240		
2.10	Supply, spread and compact aggregate base course (CBR>80)	cu.m.	183		
2.11	Construct Portland cement concrete pavement (280mm thick), including asphalt sealer and dowel bars for construction joint	sq.m.	777		
2.12	Supply and install mooring cleat including accessories	no.	3		
TOTAL FOR BILL NO. II					₱

BILL OF QUANTITIES**DOTr-LFP-PLW-01-2020 ROXAS PORT DEVELOPMENT PROJECT
PORT OF ROXAS, PALAWAN**

NO.	DESCRIPTION OF WORK	UNIT	QTY.	UNIT PRICE (Pesos)	AMOUNT (Pesos)
(1)	(2)	(3)	(4)	(5)	(4)x(5)
BILL NO. III	CONSTRUCTION OF CARGO SHED				
3.01	Excavation of fill materials for column footing, footing tie-beam, septic vault and catch basin and backfilling thereafter	cu.m	23	₱	₱
3.02	Supply and apply soil treatment	sq.m	165		
3.03	Supply, place and compact gravel bedding	cu.m.	21		
3.04	Supply and place 4,000 PSI concrete for column, footing, tie beam, wall footing, beam, slab-on-grade, roof slab and parapet	cu.m.	70		
3.05	Supply and install steel reinforcement for column footing, tie beam, wall footing, beam, slab-on-grade, roof slab and parapet	kg.	8,480		
3.06	Construct 150mm thick CHB wall and partitions	sq.m.	177		
3.07	Supply and install marine plywood ceiling	sq.m.	10		
3.08	Supply and place 13mm thick paint cement plaster finish	sq.m.	494		

3.09	Supply and apply two (2) coats of acrylic solvent base paint	sq.m.	494		
3.10	Supply and apply two (2) coats of enamel paint	sq.m.	10		
3.11	Supply and apply membrane type waterproofing	sq.m.	181		
3.12	Supply and install 0.60m x 0.60m non-skid ceramic floor tiles	sq.m.	10		
3.13	Supply and install 0.30m x 060m homogenous ceramic wall tiles	sq.m.	11		
3.14	Supply, fabricate, and install doors and windows including accessories	lot	1		
3.15	Supply and install toilet fixtures and accessories	lot	1		
3.16	Supply and install pipes for water line including accessories	lot	1		
3.17	Supply and install pipes for sewer line including accessories	lot	1		
3.18	Supply and install pipes for drainage line including accessories	lot	1		
3.19	Supply, deliver and install wires and cables of various sizes	lot	1		
3.20	Construct septic vault including steel reinforcement	lot	1		
3.21	Construct catch basin and manhole cover for drainage system including steel reinforcement	lot	1		
TOTAL FOR BILL NO. III					P

SECTION IX

BIDDING FORMS

TECHNICAL PROPOSAL

(COVER)

ORIGINAL / COPY NO. ____

PHILIPPINE PORTS AUTHORITY
PORT MANAGEMENT OFFICE - PALAWAN Barangay
Bagong Pag-Asa, Port Area, Puerto Princesa City

TECHNICAL BID

For

(Name of Contract to be Bid)

Submitted by

(Name and Address of Bidder)

PART A

ELIGIBILITY REQUIREMENTS

ELIGIBILITY STATEMENTS

NAME OF CONTRACT TO BE BID

NAME AND ADDRESS OF PROSPECTIVE BIDDER

(Revised/Updated July 2017)

PHILIPPINE PORTS AUTHORITY
PORT MANAGEMENT OFFICE - PALAWAN
PMO-PALAWAN-BAC (BIDS AND AWARDS COMMITTEE)

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PHILIPPINE PORTS AUTHORITY
PORT MANAGEMENT OFFICE - PALAWAN
PMO-PALAWAN (BAC) BIDS AND AWARDS COMMITTEE

ELIGIBILITY REQUIREMENTS

This Eligibility requirements shall contain the following forms with their respective supporting documents:

1. Form I – Letter of Application
2. Form II – General Information
3. Form III – Additional Information to be Furnished by Single/Sole Proprietorship
 1. PCAB License and Registration
 2. PhilGEPS Certificate of Registration and Membership (**Platinum**)
4. Form IV – Additional Information to be Furnished by Cooperative
 1. PCAB License and Registration
 2. PhilGEPS Certificate of Registration and Membership (**Platinum**)
5. Form V – Additional Information to be Furnished by Partnership
 1. PCAB License and Registration
 2. PhilGEPS Certificate of Registration and Membership (**Platinum**)
6. Form VI – Additional Information to be Furnished by Corporation
 1. Valid PCAB License
 2. PhilGEPS Certificate of Registration and Membership (**Platinum**)
 3. Authority of Signing Official (Secretary's Certificate/Board Resolution)
7. Form VII – Additional Information to be Furnished by Joint Venture
 - 7.1 Authority of each JV Member Firm to enter into Joint Venture Agreement
 - 7.2 Joint Venture Agreement
 - 7.3. Special PCAB License
 - 7.4. PhilGEPS Certificate of Registration and Membership (**Platinum**)
8. Form VIII – Experience Record of Prospective Bidder
9. Form IX – Breakdown of Major Categories of Work of the Prospective Bidder's Single Largest Completed Similar Contract in Nature and Complexity to the Contract to be Bid
 - 9.1 Certificates of Project Completion & Acceptance and/or Constructors Performance Evaluation System (CPES).

9.2 Bill of Quantities (BOQ)

[If applicant is a sub-contractor, he must attach certified true copies of the Sub-Contract Agreement, the Certificates of Completion & Acceptance and the Bill of Quantities (BOQ) of the completed work/s being sub-contracted issued by the Principal Contractor, and Certificate of Project Acceptance of the entire completed project issued by the Project Owner.]

10. Form X – Record of On-Going Projects of Prospective Bidder

10.1 Notice of Award and/or Notice to Proceed

11. Form XI – Financial Documents of Prospective Bidder

11.1 Audited Financial Statements (Auditor's Report/Certification, Balance Sheet and Income Statement)

11.2 NFCC Computation

[Refer to the footnotes on each Form for the detailed particulars of the Eligibility Requirements]

PHILIPPINE PORTS AUTHORITY
PORT MANAGEMENT OFFICE - PALAWAN
PMO-PALAWAN-BAC (BIDS AND AWARDS COMMITTEE)

INSTRUCTIONS FOR ELIGIBILITY REQUIREMENTS

**READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE
ACCOMPLISHING THIS ELIGIBILITY STATEMENT FORM**

- I. Prospective bidders must meet the eligibility criteria as provided for under Section 23.4.2.4 of the 2016 Revised IRR of RA 9184, “The prospective bidder must have completed an Single Largest Completed Project (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: Provided, however, that contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.”
- II. The PCAB Registration Classification of prospective bidders must comply with the minimum required PCAB Registration Classification of the project to be bid as indicated in the Invitation to Bid. The PCAB License and Registration Classification must be valid and subsisting as of the deadline of submission and receipt of bids.
- III. Prospective bidders must use and accomplish the attached/supplied Forms. If space is not enough on any of the Forms, prospective bidders shall reproduce said Forms. All Forms applicable to the prospective bidder must be completed without any alterations to their format and no substitute form shall be accepted. All blank spaces shall be filled in with all the information requested. **Erroneously, improperly and incompletely filled-up Forms are grounds for ineligibility.**
- IV. The prospective bidder-firm should write “NOT APPLICABLE” in all forms that are not applicable to the prospective bidder-firm.
- V. All attached supporting photocopied documents must be marked or stamped “certified true copy” by the issuing office/agency/entity and duly signed by the authorized representative of said office/agency/entity. If the original documents are in the possession of the prospective bidder-firm, the photocopies of such documents must be marked or stamped “certified true copy” by the prospective bidder-firm and duly signed by the authorized representative of the said firm. **Failure to comply with these requirements is ground for ineligibility.**
- VI. Submission of falsified documents, false information/ statements or misrepresentation and/ or withholding of required and pertinent information **shall be ground for ineligibility/ disqualification and imposition of applicable sanctions under the 2016 Revised IRR of RA 9184.**

VII. (a) Pages in the Technical Bid shall be paged as follows:

1. Part A - Eligibility requirements. The paging on the eligibility statements including attached documents thereto shall be A1, A2, A3 and so on.
2. Part B – Technical/Project requirements. The paging on the project requirements including attached documents thereto shall be B1, B2, B3 and so on.

All pages of the Technical Bid (Part A and Part B, including all Forms and attached documents thereto) must be initialed/signed by the authorized representative at the **right bottom corner of each and every page.**

(b) Pages in the Financial Bid shall be paged as follows:

All pages of the Financial Bid including attached documents thereto shall be chronologically paged (1, 2, 3, and so on) and initialed/signed by the authorized representative at the right bottom corner of each and every page.

By affixing the initial/signature at the right bottom corner of each and every page of the Technical Bid and Financial Bid, the authorized representative acknowledges that he/she prepared the requirements/bid himself/herself or the same were prepared under his/her supervision.

Failure to initial/sign all the pages of the bidding documents shall be a ground for the rejection of the bid.

VIII. (a) Prospective bidders shall submit five (5) sets/copies (one original and four copies) of their Technical Bid, of which the Eligibility requirements (accomplished Eligibility Statement Form including supporting documents) is Part A thereof. Part B of the Technical Bid is the technical/project requirements. All sets/copies of the submitted Technical Bid (as well as the Financial Bid) shall be properly **book-bound** (indicating the name of the project, name & address of the bidder, and name & address of the procuring entity). Properly book-bound means hard-bound/soft-bound. Combo-bound, ring-bound, fastener-bound or stapler-bound Technical and Financial Bids, or with loose page(s), are not considered book bound. **Failure to comply with these requirements is ground for disqualification.**

(b) Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT,” and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT,” sealing them all in an outer envelope marked “ORIGINAL BID.”

(c) Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and NO. ____ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____ respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

(d) In the event of any discrepancy, the original shall prevail.

(e) All envelopes shall:

(e.1.) contain the name of the contract to be bid in capital letters;

(e.2.) bear the name and address of the Bidder in capital letters;

- (e.3.) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 20.1;
 - (e.4.) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e.5.) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- IX.** The BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion, as stated in the Instructions to Bidders. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed." Otherwise, the BAC shall rate the said first bid envelope as "passed", as prescribed in Section 30.1 of 2016 Revised IRR of 9184.
- X.** Requests for reconsideration of prospective bidders who failed in the technical bid or disqualified shall be granted only in cases where the BAC may have erred in the examination of the eligibility or technical/project requirements. In which case, the BAC shall review and re-evaluate the submitted Technical Bid of said prospective bidders.
- XI.** Notwithstanding the eligibility of a prospective bidder, PPA reserves the right to review its qualifications at any stage of the procurement process. Should such review uncover any misrepresentation made in the eligibility requirements, statements or documents, or any changes in the situation of the prospective bidder which will affect the capability of the bidder to undertake the project so that it fails the eligibility criteria, the PPA shall consider said prospective bidder as ineligible and shall disqualify it from obtaining an award or contract, in accordance with Rules XXI, XXII and XXIII of the 2016 Revised IRR of RA 9184.
- XII.** For further clarification concerning the above instructions, please call or visit the Contact Person/s indicated in the Invitation to Bid.

LETTER TO APPLY FOR ELIGIBILITY

The Chairperson
PMO-PALAWAN-BAC (Bids and Awards Committee)
Philippine Ports Authority, PMO-Palawan
Brgy. Bagong Pag-asa, Port Area
Puerto Princesa City

Sir:

1. We hereby apply for eligibility with the Philippine Ports Authority – Port Management Office Palawan for the hereunder project as per advertised Invitation To Bid:

(Name of Contract to be Bid)

2. We hereby submit this application letter with all the documents, requirements and information required for the eligibility examination/evaluation of contractors for the contract to be bid and with full knowledge and understanding of all the instructions contained in this Eligibility Statement Form.
3. We declare that the statements made and the documents and requirements and information provided in the duly accomplished application are complete, true and correct in every detail, and in accordance with RA 9184 and its IRR, as amended.

Very truly yours,

Name of Prospective Bidder-Firm

Signature over Printed Name of Authorized Signing Official

Designation

Date : _____

GENERAL INFORMATION

1. Name of Prospective Bidder-Firm _____

2. Registered Business Name: _____

3. Type of Firm:

Single Proprietorship

Cooperative

Partnership

Corporation

Joint Venture

4. Business Address/Tel. and Fax Numbers/E-mail Address

	Main Office	Branch Office (if any)
Address	_____	_____
	_____	_____
Tel No. :	_____	_____
Fax No.:	_____	_____
E-mail :	_____	_____

5. If Contractor is:

a) Single/Sole Proprietorship, accomplish **Form III**

b) Cooperative, accomplish **Form IV**

c) Partnership, accomplish **Form V**

d) Corporation, accomplish **Form VI**

6. For Joint Venture, also accomplish **Form VII**

Signature over Printed Name of Authorized Signing Official

Designation

Date : _____

**ADDITIONAL INFORMATION TO BE FURNISHED BY
SINGLE/SOLE PROPRIETORSHIP**

1. Name of Entity/Firm _____

2. Name of Owner/Proprietor _____

3. DTI Registration No. _____ Validity Period _____

4. Business Address/Tel. and Fax Numbers/E-mail Address:

	Main Office	Branch Office (if any)
Address	_____	_____
	_____	_____
Tel No. :	_____	_____
Fax No.:	_____	_____
E-mail :	_____	_____

5. Main Lines of Business

General Construction:

Building and Industrial Plant	Since _____
Road, Highway Pavement, Railway, Airport, Horizontal Structures and Bridges	Since _____
Port, Harbor & Offshore Engineering	Since _____
Others (Specify) _____	Since _____

Name of Prospective Bidder-Firm

Signature over Printed Name of Authorized Signing Official

Designation

Date _____

NOTE: Attach clear and certified true copies of the following documents immediately after this Form (Refer to Item V & VIII of the Instructions for Eligibility Requirements):

- 1. PCAB License and Registration**
- 2. PhilGEPS Certificate of Registration and Membership (Platinum)**

**ADDITIONAL INFORMATION TO BE FURNISHED BY
COOPERATIVE**

Name of Cooperative _____
CDA Registration No. _____ Date of Registration _____

	Name & Address of Board of Directors	Age	Position	Value of Contribution
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
			Total	_____

Who is actively managing the affairs of the cooperative?

NAME _____
DESIGNATION _____
ADDRESS _____

Name of Prospective Bidder-Firm

Signature over Printed Name of Authorized Signing Official

Designation

Date : _____

NOTE: Attach clear and certified true copies of the following documents immediately after this Form (Refer to Item V & VIII of the Instructions for Eligibility Requirements):

- 1. PCAB License and Registration*
- 2. PhilGEPS Certificate of Registration and Membership (Platinum)*

**ADDITIONAL INFORMATION TO BE FURNISHED BY
PARTNERSHIP**

Name of Partnership _____

SEC Registration No. _____ Date of Registration _____

State Whether the Partnership is General or Limited: _____

	Name & Address of Partners/Members	Age	Occupation	Value of Contribution
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
			Total	_____

Who is actively managing the affairs of the partnership?

NAME _____
DESIGNATION _____
ADDRESS _____

Name of Prospective Bidder-Firm

Signature over Printed Name of Authorized Signing Official

Designation

Date : _____

NOTE: Attach clear and certified true copies of the following documents immediately after this Form (Refer to Item V & VIII of the Instructions for Eligibility Requirements):

1. *PCAB License and Registration*
2. *PhilGEPS Certificate of Registration and Membership (Platinum)*

ADDITIONAL INFORMATION TO BE FURNISHED BY CORPORATION

Name of Corporation _____

SEC Registration No. _____ Date of Registration _____

List below all stockholders and/or those financially interested in your organization owning 5% or more interests or shares.

	NAME	TYPE OF INTEREST OR NO. OF SHARES OWNED	%	AMOUNT
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____

OFFICIALS OF THE CORPORATION AND MEMBERS OF THE BOARD

	NAME	DESIGNATION
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____

Who is actively managing the affairs of the Corporation?

NAME _____

DESIGNATION _____

ADDRESS _____

Name of Prospective Bidder-Firm

Signature over Printed Name of Authorized Signing Official

Designation

Date : _____

NOTE: Attach clear and certified true copies of the following documents immediately after this Form (Refer to Item V & VIII of the Instructions for Eligibility Requirements):

1. *Valid PCAB License*
2. *PhilGEPS Certificate of Registration and Membership (Platinum)*
3. *Authority of Signing Official (Secretary's Certificate/Board Resolution)*

**ADDITIONAL INFORMATION TO BE FURNISHED BY
JOINT VENTURE**

Name of Joint Venture _____

NAME (Member Firms of Joint Venture)	TYPE (Single Prop./Partnership/ Cooperative/ Corporation)	NAME OF AUTHORIZED SIGNING OFFICIAL OF THE MEMBER-FIRM
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name of Authorized Signing Official of the Joint Venture _____

The Joint Venture Agreement shall state, among others, the extent of exposure and division of work of the member firms for this particular project.

		Major Division of Work (% Contribution)
1. Lead Firm	_____	_____
2. Minor Firm	_____	_____
3. Others	_____	_____

Key Personnel Deployment (Identify from what member-firm the personnel came from):

	Name	Member-Firm the Personnel Came From
Project Manager	_____	_____
Project Engineer	_____	_____
Materials Engineer	_____	_____
Foreman	_____	_____
Others	_____	_____

Name of Prospective Bidder-Joint Venture

Signature over Printed Name of Authorized Signing Official

Designation

Date : _____

NOTE: Attach clear and certified true copies of the following documents immediately after this Form (Refer to Item V & VIII of the Instructions for Eligibility Requirements):

1. Authority of each JV member-firm to enter into Joint Venture Agreement and authority of the signing official of each member-firm of the JV;
2. Joint Venture Agreement, indicating the authorized signing official of the JV, among others.
3. Special PCAB License
4. PhilGEPS Certificate of Registration and Membership (Platinum)

For Joint Venture (JV), each JV member shall fill-out the applicable Form corresponding to each member's business type (Form III - Single Proprietorship, Form IV - Cooperative, Form V - Partnership or Form VI - Corporation) and attach the required supporting documents thereto (reproduce the Form if necessary)

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

I hereby certify that below is the Single Largest Completed Contract (SLCC) of the government and/or private construction contract that is similar to the contract to be bid and with the same major categories of work as the contract to be bid, and whose value, adjusted to current prices using the PSA consumer price indices, is at least 50% of the approved budget for the contract to be bid. Please refer to Form IX for the breakdown of the major categories of work of my completed similar contract.

Name of Contract to be Bid : _____

Name of the Contract or Title of the Project ^{a]} [1]	Owner's Name, Address, and Telephone Numbers [2]	Nature/Scope of Work ^{b]} [3]	Contractor's Role (in percentage) ^{c]} [4]	Total Contract Value (in Pesos)		Date of Award ^{e]} [7]	Contract Duration ^{e]}	
				at Project Completion [5]	at Adjusted Value to Present Prices ^{d]} [6]		Start [8]	Completed [9]

(Prospective bidders must use and accomplish this form to list down his completed similar contract. For Joint Venture, each member-firm of the Joint Venture must separately accomplish this form and must be signed by the authorized signing official of the member-firm. If space is not enough, reproduce/xerox this form. This form must be filled up in conjunction with form IX.)

Name of Prospective Bidder-Firm

Signature over Printed Name of Authorized Signing Official

Date

Designation

LEGEND:

- a] As appearing or defined in the contract entered/executed by the parties
- b] With special reference to the Scope of Works as described/enumerated in the advertised Invitation To Apply for Eligibility And To Bid.
- c] Indicate whether as Sole Contractor, Sub-Contractor or Member in a Joint Venture

- d] 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 date of beginning/start of the advertisement of the Invitation to Apply for Eligibility And To Bid of the project under consideration.
- e] State Month and Year

1. For further clarification on the prospective bidder's required experience and supporting documents, refer to the footnotes of Form IX.
2. For contractors under Small "A" and Small "B" categories, similar experience is not required provided they meet the requirements of Section 23.4.2.4 of the 2016 Revised IRR of RA 9184.¹²⁷
3. A contract shall be considered "similar" to the contract to be bid if it has the same major categories of work. Refer to Form IX for the major categories of work of the contract to be bid.

BREAKDOWN OF MAJOR CATEGORIES OF WORK OF PROSPECTIVE BIDDER'S COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

I hereby certify that below is the breakdown of the major categories of work of the completed contract similar to the contract to be bid.

Name of Contract to be Bid : **DOTr-LFP-PLW-01-2020 ROXAS PORT DEVELOPMENT PROJECT, PORT OF ROXAS, ROXAS, PALAWAN**

Name of Single Largest Completed Contract with the same. Major Categories : _____
of Work as the Contract to be Bid (*To be filled-up by Prospective Bidder*) _____

CONTRACT TO BE BID				Similar Completed Contract of the Prospective Bidder (To be Filled-up by the Prospective Bidder)		
Major Categories of Work (Experience required) [1]	Percentage Weight [2]	Unit of Measure [3]	Required Quantity (50% of BOQ) [4]	Similar Major Categories of Work [5]	Unit of Measure [6]	Quantity [7]
1. ROCKWORKS						
a. 500 kg./pc. Armour rocks	22.98 %	CU.M.	258.00			
b. 50-100 kg./pc. Core rocks	10.81 %	CU.M.	127.00			
2. FILL MATERIALS	9.25 %	CU.M.	541.00			
3. REINFORCED CONCRETE WORKS	11.40 %	CU.M.	59.00			
4. PAVING WORKS (PCCP) INCLUDING BASE COURSE	16.67 %	SQ.M.	389.00			
5. CARGO SHED	21.91 %	SQ.M.	83.00			

[Prospective bidders must meet the required quantities (Column 4) of the major categories of work (Column 1) of the matrix above. Refer to footnotes below. If space is not enough, reproduce/xerox this form.]

Name of Prospective Bidder-Firm

Signature over Printed Name of Authorized Signing Official

Date

Designation

NOTE

- 1.) *Prospective bidders must have completed a single largest completed contract with the same major categories of work as the contract to be bid enumerated in Column 1 of the matrix above, the quantities of which must meet the required quantities indicated in Column 4 of the matrix above. The value of this single largest completed contract, updated to current prices using the PSA consumer price indices, must be at least 50% of the ABC to be bid. Failure to meet these requirements is ground for ineligibility.*
- 2.) ** Attach, immediately after this form, certified true copies of the **Certificates of Project Completion & Owner's Acceptance (or CPES final ratings, if applicable), and the Bill of Quantities (BOQ)** of the similar completed contract where the major categories of work came from. Failure to attach any of these documents is ground for ineligibility. (Refer to Item V of the Instructions for Eligibility Requirements).*

*If prospective bidder is sub-contractor, he must attach, immediately after this page, certified true copies of the **Sub-Contract Agreement, the Certificates of Project Completion & Acceptance and the Bill of Quantities (BOQ)** of the completed work(s) being sub-contracted (with the same major categories of work as the contract to be bid) issued by the Principal Contractor, and the Certificate of Project Acceptance issued by the project Owner. Failure to attach any of these documents is ground for ineligibility. (Refer to Item V & VIII of the Instructions for Eligibility Requirements).*

STATEMENT OF ALL ON-GOING PROJECTS OF PROSPECTIVE BIDDER

I hereby certify that below is the list of all on-going government and private construction contracts, including contracts awarded but not yet started.

Name of the Contract or Title of the Project ^{a]} [1]	Owner's Name, Address, and Telephone Nos. [2]	Nature/Scope of Work ^{b]} [3]	Contractor's Role (in percentage) ^{c]} [4]	Total Contract Value at Award [5]	Date of Award [6]	AS OF _____ % of Accomplishment ^{d]}		Value of Outstanding Works [9]	Estimated Date of Completion [10]
						Planned [7]	Actual [8]		
a) Government Contracts/Projects i. On-going ii. Awarded but not yet started									
b) Private Contracts/Projects i. On-going ii. Awarded but not yet started									
TOTAL COST									

(Prospective bidders must use and accomplish this form to list down all their on-going government and private construction contracts, including contracts awarded but not yet started. For Joint Venture applicant, each member-firm of the Joint Venture must separately accomplish this form and must be signed by the authorized signing official of the member-firm. If space is not enough, reproduce/xerox this form.)

Name of Prospective Bidder-Firm

Signature over Printed Name of Authorized Signing Official

Date

Designation

LEGEND:

- a] As appearing or defined in the contract entered/executed by the parties*
- b] With special reference to the Scope of Works as described/enumerated in the advertised Invitation To Apply for Eligibility And To Bid.*
- c] Indicate whether as Sole Contractor, Sub-Contractor or Partner in a Joint Venture*
- d] Physical accomplishment as of the end of the month previous to the month of advertisement of the Invitation to Apply For Eligibility And To Bid of the project under consideration.*

NOTE: Attach clear and certified true copies of the following document/s immediately after this Form (Refer to Item V and VIII of the Instructions for Eligibility Requirements):

1. Notice of Award and/or Notice to Proceed of the above-listed projects.

FINANCIAL DATA AND REQUIREMENTS

Summary of the Prospective Bidder's assets and liabilities on the basis of the attached Audited Financial Statements, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission. *(Data appearing on Colum 2 of the matrix below must correspond to the data in the Audited Financial Statements. Erroneous entries or any inconsistencies thereof shall be ground for ineligibility.)*

[1]

[2]

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

The Net Financial Contracting Capacity (NFCC) must be at least equal to the approved budget for the contract to be bid, computed based on the above data, using the following formula:

NFCC = [(current assets - 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 = P

Attach the NFCC computation immediately after this Form. (Erroneous computation of NFCC shall be ground for ineligibility.)

Name of Prospective Bidder-Firm

Signature over Printed Name of Authorized Signing Official

Designation

Date: _____

- NOTE :** *Attach clear and certified true copies of the following documents immediately after this Form*
(Refer to Item V & VIII of the Instructions for Eligibility Requirements):
- 1. Audited Financial Statements (Auditor's Report/Certification, Balance Sheet, and Income Statement, and showing, among others, the total and current assets and liabilities) - stamped received by the BIR or BIR authorized collecting agent for the latest/immediately preceding*
 - 2. The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).*
 - 3. If prospective bidder is a Joint Venture, each member-firm of the Joint Venture shall submit separate financial requirements/documents enumerated above.*

NFCC COMPUTATION

NFCC = [(Current Assets – Current Liabilities) (15)] – Value of all Outstanding or uncompleted portions of the projects

where:

Current Assets = _____

Current Liabilities = _____

Value of all outstanding or uncompleted portions of the project = _____

[Show detailed computation of NFCC by substituting the values in the formula]

NFCC = _____

=

Name of Prospective Bidder-Firm

Signature over Printed Name of Authorized Signing Official

Designation

Date: _____

Note: Erroneous computation of NFCC is ground for ineligibility

PART B

TECHNICAL/PROJECT REQUIREMENTS

PHILIPPINE PORTS AUTHORITY
PORT MANAGEMENT OFFICE - PALAWAN
Barangay Bagong Pag-Asa,
Port Area, Puerto Princesa City

**TECHNICAL/PROJECT
REQUIREMENTS**

FOR

(Name of Contract to be Bid)

Submitted by

(Name and Address of Bidder)

TECHNICAL/PROJECT REQUIREMENT

FOR

(Name of Contract to be Bid)

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

BID-SECURING DECLARATION

Invitation to Bid/Request for Expression of Interest No.¹: [insert reference number]

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

I/We², the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order, and (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action of 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 filed a waiver to avail of said right;
 - (c) I am/We are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid⁴, and I/we have furnished the performance security and signed the Contract.

¹ Select one and delete the other.

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

³ Issued by the GPPB through GPPB Resolution 03-2012 on 27 January 2012.

⁴ Select one and delete the other.

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

[Insert NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

KEY PERSONNEL TO BE ASSIGNED TO THE CONTRACT TO BE BID

Following are the key personnel that I will assign to the project if awarded the contract. Attached are their qualification and experience data and certified true copies of their PRC IDs, certificates of accreditation, etc.

Name of Contract to be Bid: _____

	Foreman [1]	Mason [2]	Carpenter [3]	Welder [4]	Tinsmith [5]	Painter [6]	Laborer [7]
1. NAME							
2. ADDRESS							
3. DATE OF BIRTH							
4. CITIZENSHIP							
5. CIVIL STATUS							
6. EDUCATION							
ELEMENTARY Name and Location of School Year Graduated							
HIGH SCHOOL Name and Location of School Year Graduated							
COLLEGE Name and Location of School Year Graduated							
7. PRC LICENSE No.							
8. TIN (Tax Identification No.)							
9. SSS No.							

Name of Prospective Bidder-Firm

Signature over Printed Name of Authorized Signing Official

Date

Designation

NOTE : *Attach complete qualification and experience data of all Key Personnel including certified copies of their valid DPWH certificate of accreditation for Materials Engineer, PRC ID's for the Project Engineer and Certificate of Training for the Construction Safety and Health Officer issued by the DOLE Accredited Training. Failure to attach the said documents is ground for disqualification.*

BIODATA OF (Position of Key Personnel)

[Give detailed information of the Key Personnel who are assigned as full-time Project Manager, Project Engineer, Materials Engineer and Foreman for the project to be bid. Each Key Personnel must fill-up this form.]

1. Name : _____
2. Date of Birth : _____
3. Nationality : _____
4. Education and Degrees : _____
5. Specialty : _____
6. Registration : _____
7. Length of Service with the Firm : _____ Years, from _____ (month) _____ (year)
to _____ (month) _____ (year)
8. Total Years of Experience including previous employment : _____
9. If Item 7 is less than ten (10) years, give name and length of service with previous employers for a ten (10)-year period (*attached additional sheet/s if necessary*) :

<u>Name and Address of Employer</u>	<u>Length of Service</u>
_____	_____ year(s), from _____ to _____
_____	_____ year(s), from _____ to _____
_____	_____ year(s), from _____ to _____
_____	_____ year(s), from _____ to _____
_____	_____ year(s), from _____ to _____
_____	_____ year(s), from _____ to _____
_____	_____ year(s), from _____ to _____

10. Experience: (see next page)

BIO DATA OF _____ (Continuation)

10. Experience: (This should cover the past ten (10) years of experience. Attached as many pages as necessary to show involvement of personnel in the projects using the format below.)

Name of Company/Firm	Name and Address of Owner of Company/Firm	Indicate the features of project (particulars of the project components and any other particular interest connected with the project)	Contract Amount (in Philippine Currency)	Position	Structures for which the employee/ personnel was responsible	Assignment Period	
						From	To

(Name and Signature of Employee/Personnel)

It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

(Place and Date)

(Signature Over Printed Name of Authorized Signatory of the Bidder-Firm)

Designation

EQUIPMENT PLEDGED TO THE CONTRACT TO BE BID

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.

Name of Contract to be Bid : _____

DESCRIPTION (Type, Model, Make) [1]	No. of Each [2]	YEAR OF MANUFACTURE [3]	OWNED/LEASED/ UNDER PURCHASE AGREEMENT ^{a]} [4]	CAPACITY PERFORMANCE [5]	MOTOR NO./ BODY NO. [6]	CONDITION [7]	PRESENT LOCATION [8]

(If space is not enough, reproduce/xerox this Form.)

Name of Bidder-Firm
(Signature Over Printed Name of Authorized Signatory of the Bidder-Firm)
Date

Designation

NOTE:

1. Attached notarized Certificate of Availability of Equipments Units from:

- a) Bidder - for equipment units owned by the bidder;
- b) Lessor - for equipment units under lease;
- c) Vendor - for equipment units under purchase agreement.

Failure to attach the aforementioned notarized certificate(s) is ground for disqualification of the bidder's bid.

(For equipment units owned by the Bidder)

CERTIFICATION OF AVAILABILITY OF EQUIPMENT

This is to certify that I have the following owned equipment units which shall be used exclusively for the duration of the project _____ *(name of contract to be bid)* _____, if awarded the contract, to wit:

<u>No. of Units</u>	<u>Name/Description of Equipment</u>	<u>Performance Capacity</u>
---------------------	--------------------------------------	-----------------------------

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 2020 at _____, Philippines.

(Signature over printed name of Bidder)

(Position/Designation in the Company)

(Name of Company of Bidder)

Affiant

A C K N O W L E D G E M E N T

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Doc. No. _____
Page No. _____
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NOTARY PUBLIC

(For equipment units under Lease)

CERTIFICATION OF AVAILABILITY OF EQUIPMENT

This is to certify that I have the following owned equipment units which are available for lease to _____
(name of bidder)
and which shall be exclusively used for the duration of the project _____
(name of contract to be bid) , to wit:

No. of Units Name/Description of Equipment Performance Capacity Rental/Day

The undersigned shall execute with _____ *(name of bidder)*
the corresponding contract of lease for the above-mentioned equipment upon award of the contract to the latter.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____
2017 at _____, Philippines

(Signature over printed name of Lessor)

(Position/Designation in the Company)

(Name of Lessor 's

Affiant

CONFORME:

(Signature over printed name of Bidder)

(Position/Designation in the Company)

(Name of Bidder's Co

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

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NOTARY PUBLIC

(For equipment units under Purchase Agreement)

CERTIFICATION OF AVAILABILITY OF EQUIPMENT

This is to certify that I have the following owned equipment units which are available for sale to/purchase by _____ (name of bidder) _____ and which shall be exclusively used for the duration of the project _____ (name of _____ contract to be bid) _____, to wit:

No. of Units Name/Description of Equipment Performance Capacity Amount

The undersigned shall execute with _____ (name of bidder) _____ the corresponding purchase agreement/deed of sale for the above-mentioned equipment upon award of the contract to the latter.

IN WITNESS WHEREOF, I have hereunto set my had this _____ day _____ 2017 at _____, Philippines.

(Signature over printed name of Vendor)

(Position/Designation in the Company)

(Name of Vendor)

Affiant

CONFORME:

(Signature over printed name of Bidder)

(Position /Designation in the Company)

(Name of Bidder)

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20 ____, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Doc. No. _____
Page No. _____
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NOTARY PUBLIC

CONTRACT OF LEASE OF EQUIPMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this _____ in _____ by and between:

_____, a company duly organized and existing under and by the virtue of Laws of the Republic of the Philippines, with Postal address at _____; represented in this Act by its President / General Manager, _____ hereinafter referred to as the LESSOR.

- A N D -

_____, a company duly organized and existing under and by the virtue of Laws of the Republic of the Philippines, with Postal address at _____; represented in this Act by its President / General Manager, _____ hereinafter referred to as the LESSEE.

WITNESSETH

Whereas, the Lessor represents that it is the Owner/Legal possessor of below described construction equipment hereinafter referred to as the EQUIPMENT.

Whereas, the LESSEE being engaged in the construction activities, is in need of the EQUIPMENT and has satisfied himself that the same is suitable for the proposed project: _____;

Whereas, on offer and acceptance made by one to the other, the parties hereby agree to execute the Contract of Lease of Equipment under the terms and conditions set forth;

Whereas, the Contract of Lease of Equipment shall be executed after the award of the above-mentioned project to the LESSEE and the contract shall be in effect until such time that the contractor is authorized by the Philippine Ports Authority to pull out the said equipment.

Now, therefore, for and in consideration of the foregoing premises, the LESSOR hereby leases and the LESSEE accepts the lease of the following EQUIPMENT, to wit :

<u>DESCRIPTION</u>	<u>PERFORMANCE CAPACITY</u>	<u>RATE PER HOUR (Php) or RATE PER DAY</u>
.....		
.....		
.....		
.....		

TERMS AND CONDITIONS:

1. In case wherein the equipment is utilized below two (2) hours (or days), a minimum of one (1) hour (or day) per day shall be charged to the LESSEE.
2. Lease contract shall commence when the equipment leaves the LESSOR'S yard and shall terminate upon the return of the equipment by the LESSEE to the LESSOR'S yard.
3. LESSEE shall pick-up the equipment and its operators at LESSOR'S yard. Upon termination of works, the lessee shall demobilize all units within one week. LESSEE shall

pay for each unit an equivalent of one (1) hour (or day) rental for every day of delayed demobilization.

4. Fuel, oil and lubricants to be supplied by the LESSEE but for the account of the LESSOR.
5. The equipment and accessories contracted shall be under the supervision and responsibility for the safekeeping and scope of work of the equipment and accessories or as required by the LESSOR.
6. Equipment operator(s), mechanics and servicemen shall be provided by and for the account of the LESSOR.
7. MOBILIZATION, provided for LESSEE'S account, per equipment hour (or day) basis.
8. DEMOBILIZATION, for LESSEE'S account, per equipment hour (or day) basis.

IN WITNESS THEREFORE, both parties agreed and hereto have subscribed their names:

LESSOR:

LESSEE:

by: _____

by: _____

WITNESSED BY:

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

A C K N O W L E D G E M E N T

BEFORE ME, A NOTARY PUBLIC, personally appeared the following persons:

	NAME	RES.CERT. #	DATE	PLACE
1.	_____ (Lessor)	_____	_____	_____
2.	_____ (Lessee)	_____	_____	_____

are known to me to be the same persons who executed and signed the foregoing CONTRACT OF LEASE OF EQUIPMENT, acknowledged to me that the same are their true and voluntary act and deed of the company they each represent.

WITNESS MY HAND AND NOTARIAL SEAL on this _____ at _____, Philippines.

Doc. No. _____
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NOTARY PUBLIC

(Omnibus Sworn Statement for Sole Proprietorship)

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

AFFIDAVIT

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

1. I am the sole proprietor of [Name of Bidder-Firm] with office address at [Address of Bidder-Firm];
2. As the owner and sole proprietor of [Name of Bidder-Firm], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Contract to be Bid] of the Philippine Ports Authority – PMO Palawan;
3. [Name of Bidder-Firm] 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-Firm] is authorizing the Port Manager of PMO-Palawan or his duly authorized representative(s) to verify all the documents submitted;
6. I am not related to the Port Manager of PMO-Palawan, the 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-Firm] complies with existing labor laws and standards; and
8. [Name of Bidder-Firm] is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the **[Name of the Contract to be Bid]**.
9. **[Name of Bidder-Firm]** it 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 _____, 20_____, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Doc. No. _____
 Page No. _____
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NOTARY PUBLIC

(Omnibus Sworn Statement for Corporation or Joint Venture)

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

AFFIDAVIT

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

1. I am the duly authorized and designated representative of [Name of Corporation/Joint Venture] with office address at [Address of Corporation/Joint Venture];
2. I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the [Name of Corporation/Joint Venture] in the bidding for [Name of the Contract to be Bid] of the Philippine Ports Authority – PMO-Palawan as shown in the attached [state title of attached document showing proof of authorization – notarize d Secretary’s Certificate issued by the members of the joint venture];
3. [Name of Corporation/Joint Venture] 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 Corporation/Joint Venture] is authorizing the Port Manager of PMO-Palawan or his duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of the [Name of Corporation/Joint Venture] is related to the Port Manager of PMO-Palawan, the 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 Corporation/Joint Venture] complies with existing labor laws and standards; and

8. **[Name of Corporation/Joint Venture]** is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the **[Name of the Contract to be Bid]**.

9. **[Name of Bidder-Firm]** it 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 _____, 20____, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

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Page No. _____
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NOTARY PUBLIC

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between:

_____, of legal age, (*civil status*), Owner/Proprietor/
General Manager/President of (business name of JV partner #1)
with business address at _____

- and -

_____, of legal age, (*civil status*), Owner/Proprietor/
General Manager/President of (business name of JV partner #2)
with business address at _____.

WITNESSETH:

1. That both parties agree to join together their capital, manpower, equipment, work experience and other resources and efforts to enable the Joint Venture to participate in the Eligibility Check, Bidding and Undertaking of the hereunder stated Contract of the *Philippine Ports Authority – PMO Palawan*:

(complete name/title of the contract to be bid)

2. That (business name of JV partner #1) shall contribute _____% and (business name of JV partner #2) shall contribute _____% of the logistics requirements of the Contract and the Joint Venture shall share the profit or loss on a _____ ratio;
3. That (business name of JV partner #1) and (business name of JV partner #2) shall assume joint and several responsibilities for the satisfactory performance of the Contract and the parties shall be jointly and severally liable to the Philippine Ports Authority – Head Office for all the obligations arising under the Contract;
4. That in case one of the parties declares bankruptcy or becomes insolvent, the remaining Joint Venture partner shall assume full responsibilities to undertake any correction works covered by the warranty;
5. That both parties agree that (name of Authorized Managing Officer) shall be the Official Representative and the Authorized Managing Officer and therefore the authorized signatory of the Joint Venture and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said Contract, as fully and effectively as the Joint Venture may do as if personally present with full power of substitution and revocation.

6. That the Joint Venture shall be known as _____
with business address at _____.
7. That this Joint Venture Agreement shall remain in effect only for the above-stated Contract until terminated by both parties.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 20____ at _____, Philippines.

(BUSINESS NAME OF JV PARTNER #1) (BUSINESS NAME OF JV PARTNER #2)

BY: _____
(Proprietor/Gen. Mgr./President)

BY: _____
(Proprietor/Gen. Mgr./President)

W I T N E S S E S

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)
) S.S

BEFORE ME, a Notary Public, for and in _____, Philippines personally appeared:

	<u>Comm. Tax Cert. No.</u>	<u>Date Issued</u>	<u>Place of Issue</u>
_____	_____	_____	_____
_____	_____	_____	_____

who are known to me and to me known to be the same persons who executed the foregoing JOINT VENTURE AGREEMENT and acknowledged to me that the same are their free and voluntary act and deed as well as the companies they represent. This agreement, consisting of two (2) pages including this page where the acknowledgment is written, have been signed by the parties and their instrumental witnesses in each and every page hereof.

WITNESS MY HAND AND SEAL on this ____ day of _____, 20____ at the place written above.

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

NOTARY PUBLIC

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____)

AFFIDAVIT OF SITE INSPECTION

I, _____, of legal age, Filipino, married, and residing at _____,
after having been duly sworn to in accordance with law, hereby depose and say:

1. That I am the _____ of _____ with principal address at _____;
2. That I have inspected the project site for the _____ on _____;
3. That I have fully determined the geographical and physical conditions of the project site and its environ, including the socio-political and peace and order condition of the barangay, municipality and province where the project is located;
4. That I am fully aware of the laws and ordinances pertaining to project implementation in the barangay, municipality and province where the project is located, as well as the rules and regulations of other government agencies concerning project implementation in the area where the project is located;
5. That I am executing this affidavit to attest to the truth of the foregoing facts and as part of the post-qualification documentary requirements for the aforementioned project.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____.

(Affiant's signature over printed name)

SUBSCRIBED AND SWORN TO before me this _____, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Doc. No. _____

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FINANCIAL PROPOSAL

PHILIPPINE PORTS AUTHORITY
PORT MANAGEMENT OFFICE-PALAWAN
Quezon Street, Barangay Bagong Pag-Asa, Port Area,
Puerto Princesa City

FINANCIAL BID

FOR

(Name of Contract to be Bid)

Submitted by

(Name and Address of Bidder)

FINANCIAL BID

FOR

(Name of Contract to be Bid)

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2. Bid Prices in Bill of Quantities	
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4. Summary Sheet Indicating the Unit Prices of Construction Materials, Labor Rates, and Equipment Rental Rates Used in Coming up with the Bid	
5. Cash Flow by Quarter and Payment Schedule	

BID FORM

Date : _____
ITB No. : DOTr-LFP-PLW-01-2020

The Chairperson

PMO-PALAWAN-BAC (Bids and Award Committee)
PMO - Palawan
Philippine Ports Authority
Admin. Building, Barangay Bagong Pag-Asa
Port Area, Puerto Princesa City

We the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract **DOTr-LFP-PLW-01-2020 ROXAS PORT DEVELOPMENT PROJECT, PORT OF ROXAS, PALAWAN;**
- (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
I	GENERAL EXPENSES	₱
II	BACK-UP AREA WITH STAIRLANDING	
III	CONSTRUCTION OF CARGO SHED	
TOTAL ESTIMATED AMOUNT (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 the Performance Security in the amount of percent of the Contract 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 so, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the **DOTr-LFP-PLW-01-2020 ROXAS PORT DEVELOPMENT PROJECT, PORT OF ROXAS, PALAWAN.**
- (k) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be 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: _____

SUMMARY OF BILL OF QUANTITIES

DOTr-LFP-PLW-01-2020 ROXAS PORT DEVELOPMENT PROJECT
PORT OF ROXAS, PALAWAN

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4)x(5)
BILL NO. I BILL NO. II BILL NO. III	GENERAL EXPENSES BACK-UP AREA WITH STAIRLANDING CONSTRUCTION OF CARGO SHED			₱	₱
TOTAL BILL FOR THE CONTRACT					₱

BILL OF QUANTITIES

DOTr-LFP-PLW-01-2020 ROXAS PORT DEVELOPMENT PROJECT
PORT OF ROXAS, PALAWAN

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4)x(5)
BILL NO. I	GENERAL EXPENSES				
1.01	Mobilization, demobilization and cleaning	lot	1	₱	₱
1.02	Rental of temporary site office and residence for the Engineer and staff	mo.	7		
1.03	Maintain temporary site office and residence for the Engineer and staff	mo.	7		
1.04	Provide construction safety and health program in the execution of the project	mo.	7		
TOTAL FOR BILL NO. I					₱

BILL OF QUANTITIES

DOTr-LFP-PLW-01-2020 ROXAS PORT DEVELOPMENT PROJECT
PORT OF ROXAS, PALAWAN

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4)x(5)
BILL NO. II	BACK-UP AREA WITH STAIR LANDING				
2.01	Removal/chipped off existing R.C. Curb	l.m.	37	₱	₱
2.02	Excavation along the containment of stair landings and access road	cu.m.	351		
2.03	Supply and place 2-layer of 500kgs. Armour rocks	cu.m.	515		
2.04	Supply and place 50-100 kgs. Core rocks	cu.m.	253		
2.05	Supply and install geotextile fabric	sq.m.	485		
2.06	Supply and place sand and gravel fill	cu.m.	592		
2.07	Supply, spread and compact selected fill	cu.m.	489		
2.08	Supply and place 3,500 PSI concrete for stair landing, mooring block and R.C. curb	cu.m.	47		
2.09	Supply and install steel reinforcement for stair landing, mooring block and R.C. curb	kg.	2,240		
2.10	Supply, spread and compact aggregate base course (CBR>80)	cu.m.	183		
2.11	Construct Portland cement concrete pavement (280mm thick), including asphalt sealer and dowel bars for construction joint	sq.m.	777		
2.12	Supply and install mooring cleat including accessories	no.	3		
TOTAL FOR BILL NO. II					₱

BILL OF QUANTITIES
DOTr-LFP-PLW-01-2020 ROXAS PORT DEVELOPMENT PROJECT
PORT OF ROXAS, PALAWAN

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4)x(5)
BILL NO. III	CONSTRUCTION OF CARGO SHED				
3.01	Excavation of fill materials for column footing, footing tie-beam, septic vault and catch basin and backfilling thereafter	cu.m	23	₱	₱
3.02	Supply and apply soil treatment	sq.m	165		
3.03	Supply, place and compact gravel bedding	cu.m.	21		
3.04	Supply and place 4,000 PSI concrete for column, footing, tie beam, wall footing, beam, slab-on-grade, roof slab and parapet	cu.m.	70		
3.05	Supply, install steel reinforcement for column footing, tie beam, wall footing, beam, slab-on-grade, roof slab and parapet	kg.	8,480		
3.06	Construct 150mm thick CHB wall and partitions	sq.m.	177		
3.07	Supply and install marine plywood ceiling	sq.m.	10		
3.08	Supply and place 13mm thick paint cement plaster finish	sq.m.	494		
3.09	Supply and apply two (2) coats of acrylic solvent base paint	sq.m.	494		

3.10	Supply and apply two (2) coats of enamel paint	sq.m.	10		
3.11	Supply and apply membrane type waterproofing	sq.m.	181		
3.12	Supply and install 0.60m x 0.60m non-skid ceramic floor tiles	sq.m.	10		
3.13	Supply and install homogenous ceramic wall tiles	sq.m.	11		
3.14	Supply, fabricate, and install doors and windows including accessories	lot	1		
3.15	Supply and install toilet fixtures and accessories	lot	1		
3.16	Supply and install pipes for water line including accessories	lot	1		
3.17	Supply and install pipes for sewer line including accessories	lot	1		
3.18	Supply and install pipes for drainage line including accessories	lot	1		
3.19	Supply, deliver and install wires and cables of various sizes	lot	1		
3.20	Construct septic vault including steel reinforcement	lot	1		
3.21	Construct catch basin and manhole cover for drainage system including steel reinforcement	lot	1		
TOTAL FOR BILL NO. III					₱