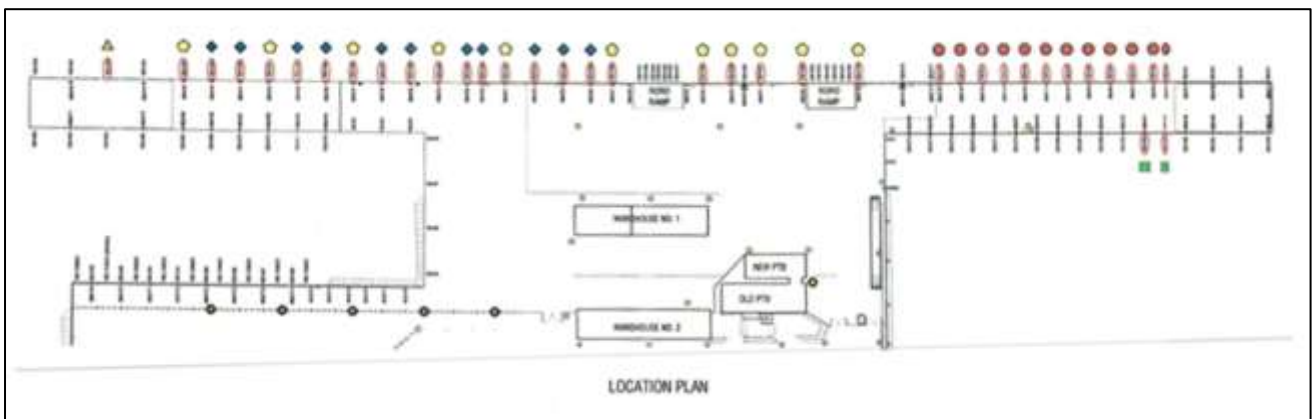


PHILIPPINE
PORTS
AUTHORITY



**Repair of R.C. Fender Block & Replacement of
Damaged Rubber Dock Fenders,
Port of Puerto Princesa, Palawan
(NRP-PLW-01-2020)**



BID DOCUMENTS
December 2020

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GLOSSARY OF TERMS, ABBREVIATIONS, AND ACRONYMS

Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

**Invitation to Bid
for the
Repair of R.C. Fender Blocks & Replacement of Damaged Rubber
Dock Fenders, Port of Puerto Princesa, Palawan**

1. The **Philippine Ports Authority PMO Palawan**, through the **Corporate Budget of the Authority for CY 2020** intends to apply the sum of **Php 27,730,209.66** being the Approved Budget for the Contract (ABC) to payments under the contract for **Repair of R.C. Fender Blocks & Replacement of Damaged Rubber Dock Fenders, Port of Puerto Princesa, Palawan**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine Ports Authority PMO Palawan** now invites bids for the above Procurement Project. Completion of the Works is required **90 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 (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from **Philippine Ports Authority PMO Palawan Bids and Awards Committee** and inspect the Bidding Documents at the address given below from **8:00 A.M. to 5:00 P.M., Monday to Friday**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **December 29, 2020 to January 18, 2021** from given address and website/s below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php 25,000.00*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *presented in person*.
6. The **Philippine Ports Authority PMO Palawan Bids and Awards Committee** will hold a Pre-Bid Conference on **January 06, 2021, 2:30 P.M.** at Conference Room, 2nd Floor, PPA Administrative Building, Port Area, Puerto Princesa and/or through videoconferencing/webcasting *via Zoom*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **9:00 A.M. of January 18, 2021**. Late bids shall not be accepted.

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.
9. Bid opening shall be on **January 18, 2021, 10:00 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 bidders' representatives who choose to attend the activity.
10. The **Philippine Ports Authority PMO Palawan Bids and Awards Committee** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

- **Required PCAB Registration (Minimum): At least SMALL B- Port, Harbor and Off-shore Engineering**

11. For further information, please refer to:

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

12. You may visit the following websites:

For downloading of Bidding Documents: www.ppa.com.ph
www.gppb.com.ph

December 29, 2020

JEMUEL B. APELLIDO
Chairperson
PPA PMO-Palawan BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Philippine Ports Authority PMO Palawan** invites Bids for the **Repair of R.C. Fender Blocks & Replacement of Damaged Rubber Dock Fenders, Port of Puerto Princesa, Palawan.**, with Project Identification Number **NRP-PLW-01-2020**.

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

2. Funding Information

2.1. The **Philippine Ports Authority** through the source of funding as indicated below for **CY 2020** in the amount of **Php 27,730,209.66**.

2.2. The source of funding is:

a. Corporate Operating Budget.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

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

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section

5.5. 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

- 7.2. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **Philippine Ports Authority PMO Palawan, Port Area, Puerto Princesa City, Palawan** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the

Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

15. Bid Security

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

15.2. The Bid and bid security shall be valid until **One Hundred Twenty (120) days from the date set for Bid Opening**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

18. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who

are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																									
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <table><tr><th><u>Major Categories of Work</u></th><th><u>Unit of Measure</u></th><th><u>Required Quantity</u></th></tr><tr><td>1. SUPPLY AND INSTALLATION OF RUBBER DOCK FENDERS</td><td>UNITS</td><td>25</td></tr><tr><td>2. REINFORCED CONCRETE WORKS</td><td>CU.M.</td><td>25</td></tr></table>	<u>Major Categories of Work</u>	<u>Unit of Measure</u>	<u>Required Quantity</u>	1. SUPPLY AND INSTALLATION OF RUBBER DOCK FENDERS	UNITS	25	2. REINFORCED CONCRETE WORKS	CU.M.	25															
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7.1	Subcontracting is not allowed																								
10.3	For Joint Venture : Special PCAB License																								
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table><tr><th><u>Key Personnel</u></th><th><u>General Experience</u></th><th><u>Relevant Experience</u></th></tr><tr><td>1) Project Manager</td><td>Infrastructure/Civil Works</td><td>Building Construction</td></tr><tr><td>2) Project Engineer</td><td>Infrastructure/Civil Works</td><td>Building Construction</td></tr><tr><td>3) Materials Engineer</td><td>Infrastructure/Civil Works</td><td>Building Construction</td></tr><tr><td>4) Safety and Health Officer</td><td>Infrastructure/Civil Works</td><td>Building Construction</td></tr><tr><td>5) Foreman</td><td>Infrastructure/Civil Works</td><td>Building Construction</td></tr></table> <p>NOTE: Required Personnel minimum years of experiences: at least two (2) years of experience</p>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	1) Project Manager	Infrastructure/Civil Works	Building Construction	2) Project Engineer	Infrastructure/Civil Works	Building Construction	3) Materials Engineer	Infrastructure/Civil Works	Building Construction	4) Safety and Health Officer	Infrastructure/Civil Works	Building Construction	5) Foreman	Infrastructure/Civil Works	Building Construction						
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10.5	<p>The minimum major equipment requirements are the following:</p> <table><tr><th><u>Equipment</u></th><th><u>Capacity</u></th><th><u>Number of Units</u></th></tr><tr><td>Boom Truck</td><td>3T</td><td>1</td></tr><tr><td>Oxy/Acetylene cutting outfit</td><td>-</td><td>1</td></tr><tr><td>Air Compressor with Jackhammer</td><td>250 cfm</td><td>1</td></tr><tr><td>Welding Genset, Diesel Driven</td><td>400A</td><td>1</td></tr><tr><td>Dump Truck</td><td>8 cu.m.</td><td>1</td></tr><tr><td>Clamshell</td><td>3 cu.m.</td><td>1</td></tr><tr><td>Crawler Crane</td><td>30T</td><td>1</td></tr></table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Boom Truck	3T	1	Oxy/Acetylene cutting outfit	-	1	Air Compressor with Jackhammer	250 cfm	1	Welding Genset, Diesel Driven	400A	1	Dump Truck	8 cu.m.	1	Clamshell	3 cu.m.	1	Crawler Crane	30T	1
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12	Value Engineering Clause: Not Allowed																								
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration OR any of the following forms and amounts:</p> <p>a. The amount of not less than Php 554,604.19, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than Php 1,386,510.48 if bid security is in Surety Bond.</p>																								
16	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.																								
19.2	Partial bid is not allowed																								
20	Other appropriate licenses and permits required: None																								

21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.
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Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both

parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	Sectional completion: None
4.1	<i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i>
6	The site investigation reports are: None
7.2	Semi-permanent structures: Five (5) years Buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 15 days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is _____.
13	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.
14	No further instruction
15.1	The date by which operating and maintenance manuals are required is _____. The date by which "as built" drawings are required upon submission of Final Billing.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is _____.

Section VI. Specifications

**REPAIR OF R.C. FENDER BLOCKS & REPLACEMENT F DAMAGED
RUBBER DOCK FENDERS, PUERTO PRINCESA, PALAWAN**

TECHNICAL SPECIFICATIONS

1.0 MOBILIZATION & DEMOBILIZATION

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 following:

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 CONSTRUCTION PHOTOGRAPHS

Provide record progress photographs taken at a fixed point and angle as, 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.

3.0 MONTHLY PROGRESS REPORT

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, weather condition, lack of labor, materials or equipment, progress made including instructions, notifications, issues and concerns and recommendations made by the Engineer.

4.0 AS-BUILT DRAWINGS AND FINAL CONSTRUCTION REPORT

Within thirty (30) calendar days after the issuance of the Taking Over Certificate, the Contractor shall prepare and as-built drawings and a final construction report as draft. And within thirty (30) calendar days after the issuance of the Taking Over Certificate, the Contractor shall submit the Final Construction Report and Final As-Built drawings.

5.0 SAFETY

The Contractor shall be responsible for the safety of its workers. Wearing of personal protective equipments (PPEs) shall be mandatory.

At the end of each day's work, the site shall be left in safe condition, so that no part is in danger of toppling, or falling or creating hazards to personnel or equipment. The construction site shall be properly lighted at night. Warning signs shall be properly located for the safety of the port users.

Safety guidelines as stipulated in PPA Engineering Circular 01-2020 pertaining to the implementation of PPA projects during the COVID-19 public health emergency must be observed and implemented.

6.0 SPECIFICATIONS

6.1 RUBBER FENDER SYSTEMS

6.1.1. Material for fender systems such as rubber fenders and anchor bolts shall be supplied by the Contractor. ***Rubber Dock Fenders shall as tabulated below:***

6.1.2. The Contractor shall install the fender system properly according to the drawing and the instructions prepared by the Engineer.

6.1.3. Performance Requirements.

The fenders shall be procured in accordance with the performance characteristics specified hereunder.

Type of Fender	52.50% Fender Deflection	
	Reaction Force (R/F), kN	Energy Absorption (E/A), kN-m
LMD 400 x 2530	744.58	124.10
V 500 X 2000	702	73.40
V 500 X 1500	552.30	92.02
V 600 X 1500	630	106

6.1.4. Physical Properties

Material for rubber fenders will be one of the international accepted materials. Test methods shall conform to JIS K6301 or equivalent. The rubber material used for rubber fenders shall be a compound of natural rubber and synthetic rubber of high quality having sufficient resilience, anti — aging, weather and wear resistant property according to the following table.

6.1.5. Anchor

Anchor Bolts and connecting hardware shall be fabricated from type SUS 304 stainless steel to the required shapes and sized as shown on the approved shop drawings, and conforming to JIS G 4303 or equivalent.

6.1.6. Testing

The Contractor shall be required to submit test certificates showing compliance to the above requirements. The test certificates should be certified by an independent inspection organization recommended by PPA and approved by the Engineer. All fenders shall be tested for performance. The fender shall be compressed repeatedly three times to the minimum deflection at speed from 2 to 8 cm. per minute.

The load and deflection values shall be recorded with a precision of 0.5 mm. The results shall be plotted in the form of load-deflection-energy absorption curves. The average data obtained in the second and third test loadings shall be considered as performance values. The tests and reporting shall be carried by an approved laboratory, witnessed by a PPA Representative and shall be supervised and certified by the independent inspection organization.

6.1.7. Inspection for Dimension

- a. The fenders shall be inspected by the independent inspection organization. All fenders to be installed shall be inspected for compliance with dimensions. Five percent (5%) of anchor bolts and fittings shall be selected at random and inspected. Material for bolts and fittings to be covered by certified organization.

b. Anchoring Bolt Holes in Fender

	Diameter of the Hole	Pitch of the Hole
Tolerance	+2 mm	+4 mm

- c. Performance requirements shall conform to paragraph c of Subsection 3.13.1.3 As basis for acceptance of all finished fenders supplied, a tolerance of + 10% on the performance requirements indicated will be acceptable. The cost of tests and inspection required herein are all for the Contractor's account.

6.1.9. Marking

All fender units shall be clearly numbered and marked. Each fender shall have the following marking:

Fender type and manufacturer's name or trademark

Production serial number

Date of manufacturing

Main dimension (length, height)

Bill number in accordance with the project code specified in the Bill off Quantities.

6.1.10. Warranty

The Contractor shall guarantee the fenders against any defects that are attributable to faulty design and manufacture and shall also guarantee the performance of the fenders under normal working conditions. The guarantee shall be for a minimum period of 12 months from the date of the issuance of Taking-Over Certificate of the Works.

During the period of guarantee, repairs and replacement of defective fender units and/ or material shall be carried by the Contractor at his own cost.

6.2. REINFORCED CONCRETE WORKS

6.2.1 MATERIALS

6.2.1.1. Cement

Unless otherwise specified in the Drawings, only one (1) brand of cement shall be used for any individual structure. In determining the approved mix, only Portland cement, Type 1 (for general use in construction), ASTM 150 shall be used as the cementitious material.

6.2.1.2 Aggregates

1. Crushed Coarse Aggregate

Conforming to ASTM C 33 and having nominal sizes passing 38.0 mm to 19.0 mm, 19.0 mm to 9.5 mm to No. 4 sieve. The material shall be well graded between the limits indicated and individually stockpiled. It shall be the Contractor's responsibility to blend the materials to meet the gradation requirements for various types of concrete as specified herein.

Nominal sizes for combined gradation shall be as follows:

ASTM Sieves	Nominal Size of Coarse Aggregates % by Weight Passing			
	40 mm	25 mm	19 mm	10 mm
50.0 mm (2")	100	-	-	-
38.0 mm (1 1/2")	95-100	100	-	-
31.8 mm (1 1/4")	-	90-100	100	-
25.0 mm (1")	-	-	90-100	-
19.0 mm (3/4")	35-70	25-90	-	100
16.0 mm (5/8")	-	-	20-55	85-100
9.5 mm (3/8")	10-30	0-10	0-10	0-20
No. 4	0-5			

2. Fine Aggregate

ASTM C 33 except for gradation which has been revised to meet local conditions unless otherwise required by the Engineer, grading of fine aggregate shall be as follows:

ASTM Sieves	% by Weight Passing
9.5 mm (3/8")	100
No. 4	90 - 100
No. 8	80 - 100
No. 16	50 - 90
No. 30	25 - 60
No. 50	10 - 30
No. 100	2 - 10

- Grading of fine aggregates shall be reasonably uniform and fineness modulus thereof shall not vary more than 0.2 from that of the representative sample in which mix proportions of concrete are based.
- Due care shall be taken to prevent segregation.

2. Reinforcement

- Steel reinforcement, other than Steel for Prestressing, used in Reinforced Concrete, shall conform to ASTM as follows:

ASTM Designation A615-Deformed Billet Steel Bars for Concrete Reinforcement. Minimum yield strength of 230 MPa (33,400 psi) for diameter of 6 mm to 10 mm and 276 MPa (40,000 psi) for diameter of 12 mm to 36 mm.

- b. All bar reinforcement shall have deformed surfaces except that 6 mm bars may be plain.
- c. Reinforcement shall be protected from corrosion causing agents by providing a minimum concrete cover of 75mm with maximum variation of 9mm.
- d. Splicing. Main rebars shall be spliced using lap splices with a minimum length of the longer of $0.02A_b f_y / \sqrt{f_c}$ and $0.375d_b f_y / \sqrt{f_c}$, but should not be less than 300mm.

3. Tie Wire

Tie wire shall be plain, cold drawn annealed steel wire, #16 Galvanized. All reinforcement intersections shall be properly tied.

4. Water

The water used in concrete, mortar and grout shall be free from objectionable quantities of silt, organic matter, alkali, salts and other impurities. Sea water shall NOT be used at any time.

6.2.2. STRENGTH REQUIREMENT

Concrete of shall be proportioned and mixed to achieve a 28th day compressive strength of 3,500 psi (24MPa).

6.2.3. CONSISTENCY

- a. Slump: Tests shall be made in conformance with ASTM C 143, and unless otherwise specified by the Engineer, slump shall be 50mm minimum and 90mm maximum.
- b. In addition to the above, the maximum permissible water-cement ratio by weight shall not be greater than 0.55 unless otherwise permitted by the Engineer.

6.2.4. COMPACTION

- 1. Immediately after placing, each layer of concrete shall be completed by internal concrete vibrators supplemented by hand-spading, rodding, and tamping. Tapping or other external vibration of forms will not be permitted unless specifically approved by the Engineer. Vibrators shall not be used to transport concrete inside the forms. Internal vibrators submerged in concrete shall maintain a speed of not less than 7,000 impulses per minute. The vibrating equipment shall at all times be adequate in number of units and power to properly consolidate all concrete.

2. Spare units shall be on hand as necessary to insure such adequacy. The duration of vibrating equipment shall be limited to the time necessary to produce satisfactory consolidation without causing objectionable segregation. The vibrator shall not be inserted into the lower courses that have begun to set. Vibrator shall be applied vertically at uniformly spaced points not further apart than the visible effectiveness of the machine.

6.2.4. CURING

1. Concrete shall be protected against moisture loss, rapid temperature changes, mechanical injury from rain or flowing water, for a minimum period of 7 days.

7.0 CLEARING WORKS

The contractor shall clear the project site from all waste, and excess materials/ salvaged materials. All salvaged / excess materials shall be properly accounted upon completion of the project and shall be turned over to PPA.

Prepared by:


RELLY W. MADARCOS
Acting Principal Engineer A

Checked/Reviewed by:


MARLON N. SENDAYDIEGO
ESD Manager

Approved:


ELIZALDE M. ULSON
Acting Port Manager

Section VII. Drawings

**PHILIPPINE
PORTS
AUTHORITY**

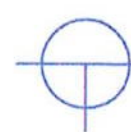
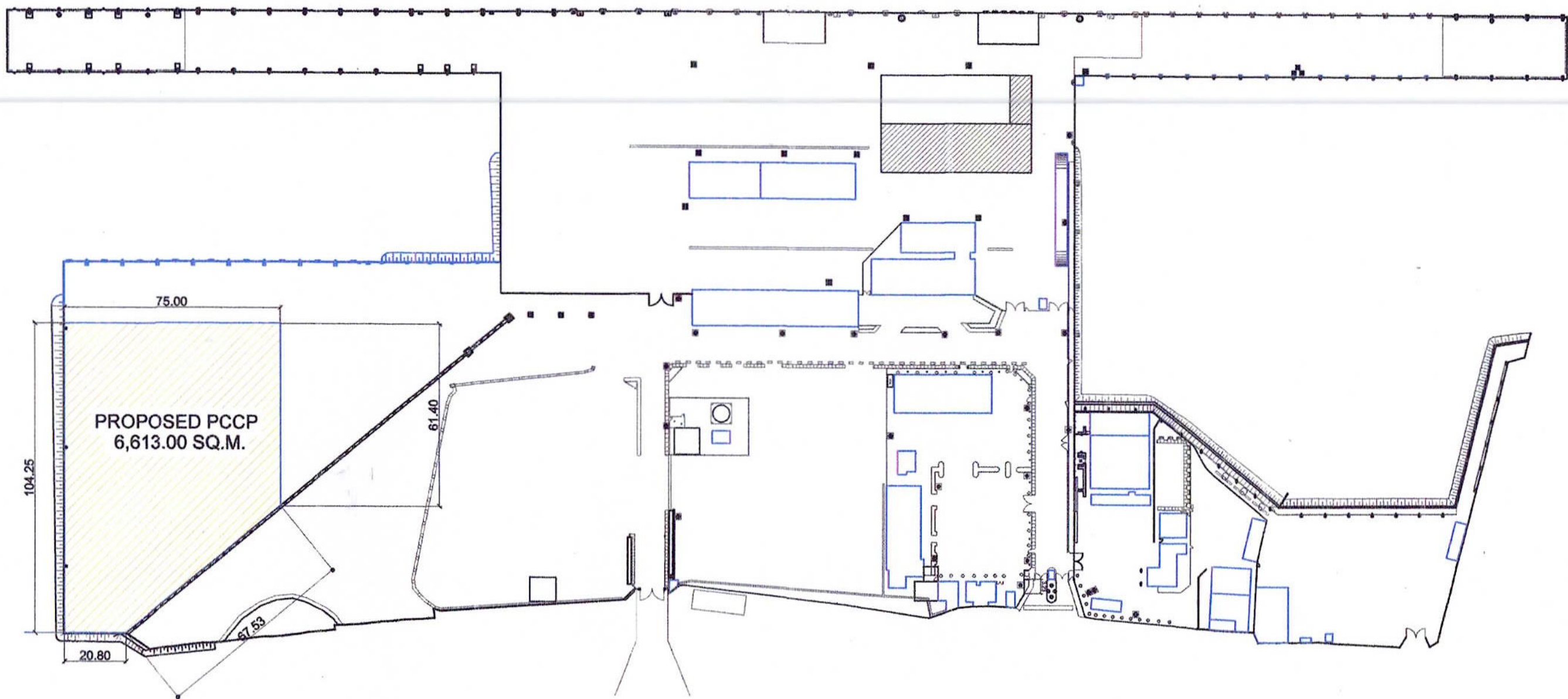


PORT MANAGEMENT OFFICE - PALAWAN

REPAIR OF BACK-UP AREA

PORT OF PUERTO PRINCESA

PALAWAN



GENERAL LAY-OUT PLAN

SCALE

1:150

**PHILIPPINE
PORTS
AUTHORITY**



PORT MANAGEMENT OFFICE - PALAWAN
PPA Administrative Bldg., Port Area,
Rgy. Bldg. Pagasa, Puerto Princesa City, Palawan
Tel./Fax: Nos. (048) 434-5035 Email address:
ppp@ppa.gov.ph

PROJECT/LOCATION:

REPAIR OF BACK-UP AREA

PUERTO PRINCESA, PALAWAN

PREPARED BY:

RELLY W. MADARCOS

ACTING PRINCIPAL ENGINEER

REVIEWED/RECOMMENDING APPROVAL:

MARLON N. SENDAYDIEGO

ESP MANAGER

APPROVED:

ELIZALDE M. ULSON

ACTING PORT MANAGER

SHEET CONTENTS

● GENERAL LAY-OUT PLAN

SHEET NO.

1/3

NOV 2020

NOTE:

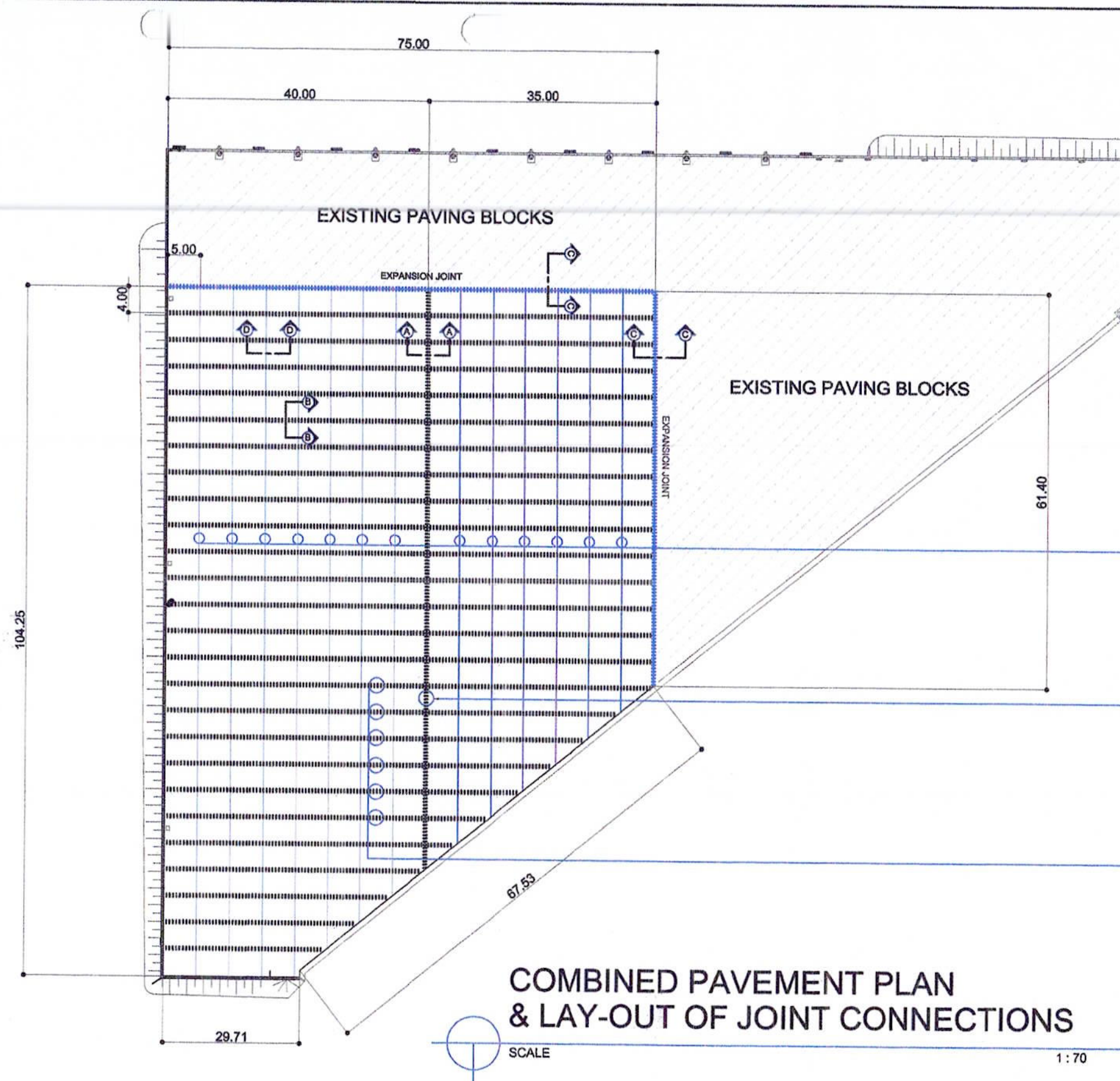
JOINT INTERVAL

1. TRANSVERSE CONSTRUCTION JOINT - PROVIDE AS SHOWN IN THE PLAN. A DAY'S CONCRETING WORK SHOULD END THERE.
2. LONGITUDINAL JOINTS
 - AT EVERY 4.0M
3. TRANSVERSE CONTRACTION JOINT SAWED @ EVERY 5.00m

TRANSVERSE CONTRACTION JOINT @ EVERY 5.00m (SEE DETAIL)

TRANSVERSE CONSTRUCTION JOINT (SEE DETAIL)

LONGITUDINAL CONSTRUCTION JOINT AT EVERY 4.00M (SEE DETAIL)



COMBINED PAVEMENT PLAN
& LAY-OUT OF JOINT CONNECTIONS

SCALE

1:70

PHILIPPINE
PORTS
AUTHORITY

PORT MANAGEMENT OFFICE - PALAWAN
PPA Administrative Building, Port Area,
Bgy. Bagong Pagasa, Puerto Princesa City, Palawan
Tel. No. (048) 434-9523, Email address:
ppp@ppa.com.ph

PROJECT/LOCATION:

REPAIR OF BACK-UP AREA

PUERTO PRINCESA, PALAWAN

PREPARED BY:

RELLY W. MADARCOS

ACTING PRINCIPAL ENGINEER

REVIEWED/RECOMMENDING APPROVAL:

MARLON N. SENDAYDIEGO

ESD MANAGER

APPROVED:

ELIZALDE M. ULSON

ACTING PORT MANAGER

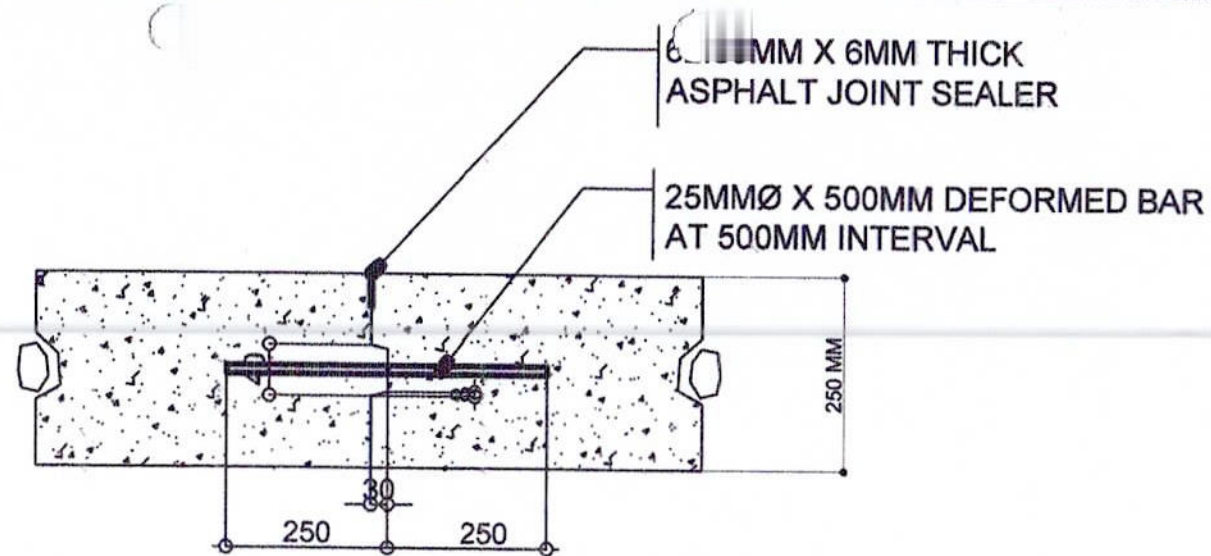
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• COMBINED PAVEMENT PLAN
AND JOINT CONNECTIONS

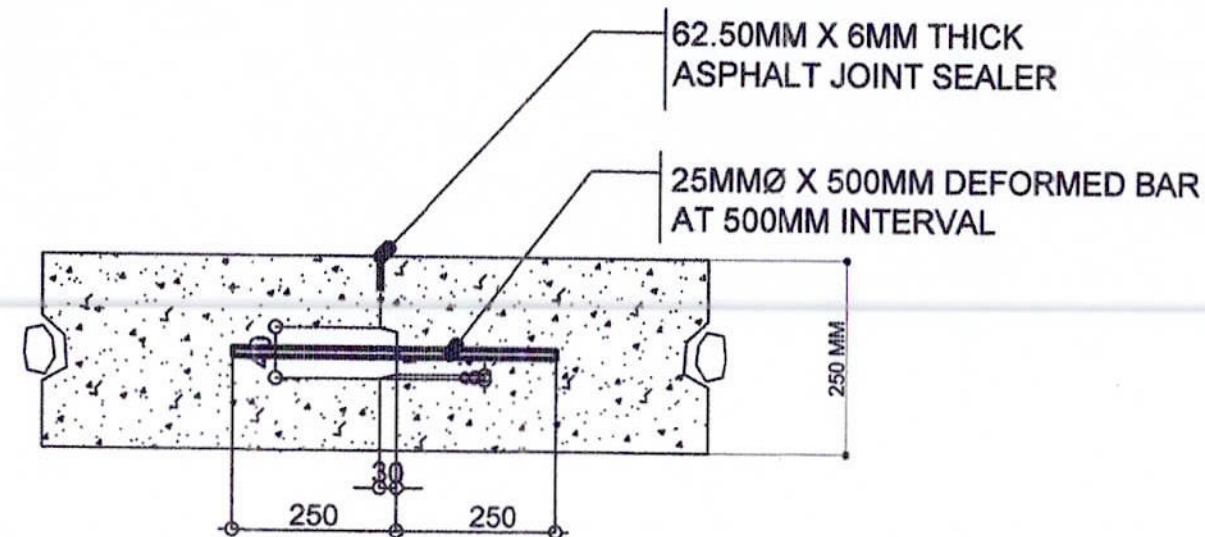
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2/3

NOV 2020

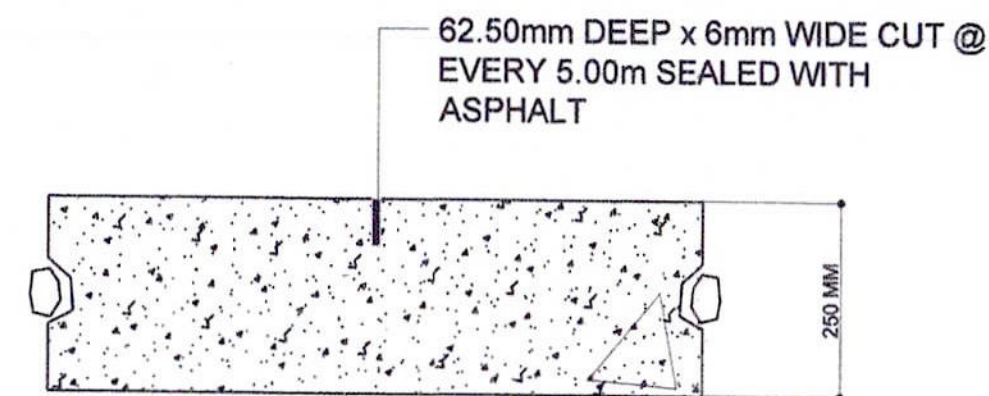


LONGITUDINAL CONSTRUCTION JOINT (SECTION B-B)

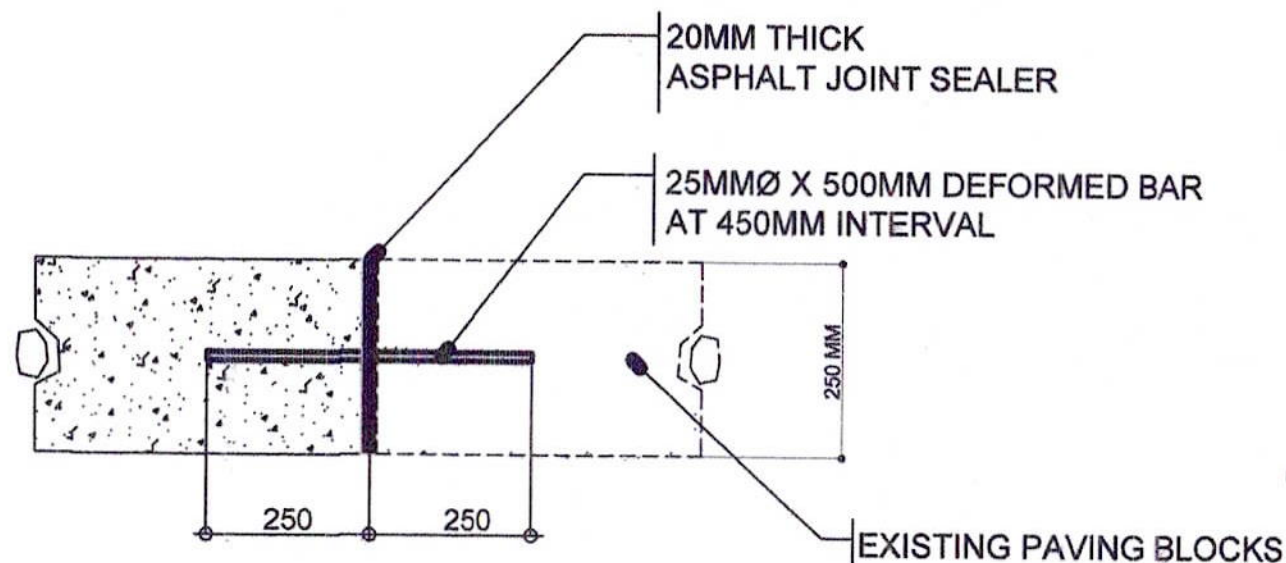


TRANSVERSE CONSTRUCTION JOINT (SECTION A-A)

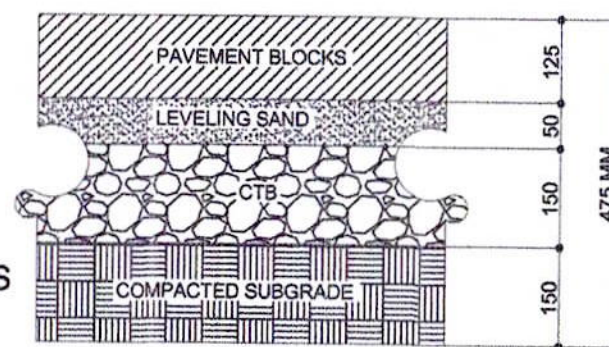
TYPICAL JOINT DETAILS



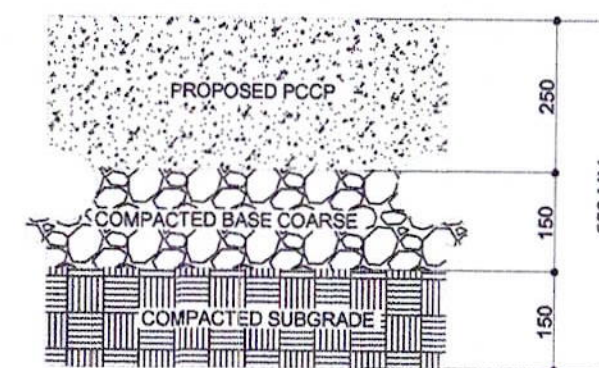
TRANSVERSE CONTRACTION JOINT (SECTION D-D)



EXPANSION JOINT (SECTION C-C)



EXISTING PAVEMENT SECTION



PROPOSED PCCP SECTION

Section VIII. Bill of Quantities

SUMMARY OF BILL OF QUANTITIES

REPAIR OF R.C. FENDER BLOCKS & REPLACEMENT OF DAMAGED RUBBER DOCK FENDERS PORT OF PUERTO PRINCESA, 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	L.S	1.00	₱	₱
BILL NO. II	REPAIR OF R.C. FENDER BLOCKS	LOT	1.00		
BILL NO. III	REPLACEMENT OF RUBBER DOCK FENDERS	LOT	1.00		
TOTAL					₱

Bidder's Authorized Representative

BILL OF QUANTITIES

REPAIR OF R.C. FENDER BLOCKS & REPLACEMENT OF DAMAGED RUBBER DOCK FENDERS PORT OF PUERTO PRINCESA, 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 and Demobilization	lot	1.00	₱	₱
1.02	Provide Safety and Health Program in the Execution of the Project	mo	3.00		
TOTAL FOR BILL NO. I					₱

Bidder's Authorized Representative

BILL OF QUANTITIES

REPAIR OF R.C. FENDER BLOCKS & REPLACEMENT OF DAMAGED RUBBER DOCK FENDERS

PORT OF PUERTO PRINCESA, PALAWAN

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) X (5)
BILL NO. II	REPAIR OF R.C. FENDER BLOCKS				
2.01	Removal of Damaged Rubber Dock Fenders	unit	38.00	₱	₱
2.02	Demolition of Front Section of Fender Blocks and Curtain Walls	cu.m.	25.25		
2.03	Disposal of Concrete Debris	cu.m.	25.25		
2.04	Supply and Place 3,500psi Concrete for Fender Block	cu.m.	49.34		
2.05	Supply and Install Reinforcing Steel Bars for Item 2.04	kgs.	2,043.07		
TOTAL FOR BILL NO. II					₱

Bidder's Authorized Representative

BILL OF QUANTITIES

REPAIR OF R.C. FENDER BLOCKS & REPLACEMENT OF DAMAGED RUBBER DOCK FENDERS PORT OF PUERTO PRINCESA, PALAWAN

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) X (5)
BILL NO. III	REPLACEMENT OF RUBBER DOCK FENDERS				
3.01	Supply Rubber Dock Fender LMD-400 x 2350L	set	24.00		
3.02	Supply Rubber Dock Fender V-type 500 x 2000L	set	22.00		
3.03	Supply Rubber Dock Fender V-type 600 x 1500L	set	2.00		
3.04	Supply Rubber Dock Fender V-type 500 x 1500L	set	1.00		
3.05	Installation of New Rubber Dock Fender Sets	set	49.00		
3.06	Re-orientation / Re-Installation of Existing M-Type Rubber Dock Fenders	set	11.00	₱	₱
TOTAL FOR BILL NO. III					₱

Bidder's Authorized Representative

BASIS OF PAYMENT FOR WORK ITEMS INCLUDED IN THE PROPOSAL

The work items included in the proposal including the basis of payment for each item are as follows:

BILL NO. 1 – GENERAL EXPENSES

Item 1.01 Mobilization and Demobilization

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

Item 1.02 Provide Safety and Health Programs in the Execution of the Project

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

BILL NO. II – REPAIR OF R.C. FENDER BLOCKS

Item 2.01 Removal of Damaged Rubber Dock Fenders (38.00 Cu.m.)

The quantity to be paid for shall be the actual volume in cubic meters of damaged rubber dock fenders to be removed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals expenses necessary to complete the work.

Item 2.02 Demolition of Front Section of Fender Blocks & Curtain Walls (25.25 Cu.m.)

The quantity to be paid for shall be the actual volume in cubic meters of front section of fender blocks and curtain walls to be demolished in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals expenses necessary to complete the work.

Item 2.03 Disposal of Concrete Debris (25.25 Cu.m.)

The quantity to be paid for shall be the actual volume in cubic meters of concrete debris to be demolished in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals expenses necessary to complete the work.

Item 2.04 Supply & Place 3,500 PSI Concrete for Fender Block (49.34 Cu.m.)

The quantity to be paid for shall be the actual volume in cubic meters of 3,500 psi concrete to be supplied and installed for fender block in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals expenses necessary to complete the work.

Item 2.05 Supply & Install Reinforcing Steel Bars for Item 3.01 (2,043.07 kg)

The quantity to be paid for shall be the actual weight in kilograms of reinforcing steel bars to be supplied and installed for item 3.01 in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals expenses necessary to complete the work.

BILL NO. III – REPLACEMENT OF RUBBER DOCK FENDERS

Item 3.01 Supply of Rubber Dock Fender LMD 400 x 253DL (24 Sets)

The quantity to be paid for shall be the actual number/set of Rubber Dock Fender LMD 400 x 253DL to be supplied in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals expenses necessary to complete the work.

Item 3.02 Supply of Rubber Dock Fenders V500 x 2000L (22 Sets)

The quantity to be paid for shall be the actual number/set of Rubber Dock Fenders V 500 x 2000L to be supplied to site in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals expenses necessary to complete the work.

Item 3.03 Supply of Rubber Dock Fenders V600 x 1500L (2 Sets)

The quantity to be paid for shall be the actual number/set of Rubber Dock Fenders V600 x 1500L to be supplied to site in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals expenses necessary to complete the work.

Item 3.04 Supply of Rubber Dock Fenders V500 x 1500L (1 Set)

The quantity to be paid for shall be the actual number/set of Rubber Dock Fenders V 500 x 1500L to be supplied to site in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals expenses necessary to complete the work.

Item 3.05 Installation of New Rubber Dock Fender Sets (49 Sets)

The quantity to be paid for shall be the actual number/set of Rubber Dock Fender to be installed to site in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals expenses necessary to complete the work.

Item 3.06 Re-orientation/Re-installation of Existing M-Type Rubber Dock Fenders (11 Sets)

The quantity to be paid for shall be the actual number/set of existing M-type Rubber Dock Fenders to be re-orientated/installed to site in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals expenses necessary to complete the work.

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
and
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;
and
- ☐ (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- ☐ (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (j) Project Requirements, which shall include the following:
 - ☐ a. Organizational chart for the contract to be bid;
 - ☐ b. List of contractor’s key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - ☐ c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- ☐ (k) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (l) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- ☐ (p) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (q) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- ☐ (r) Cash Flow by Quarter.

Section X. Bidding Form