ITEM 06 : CONSTRUCTION JOINTS

SCOPE OF WORK

This item shall consist of the manufacturing and installation of construction joints / expansion joints in accordance with the details, and at the locations, lines, grades and dimensions shown in the drawings.

MATERIAL REQUIREMENTS

1. All construction joints / expansion joints shall be hot-dipped galvanized inside and out in accordance with international standards for galvanizing BS EN1460.

2. Painted finish shall be rejected.

3. All steel gratings and angle bars for construction joints / expansion joints shall be hot-dipped galvanized except for the nuts, washers and bolts which shall be stainless steel.

4. Welding shall be in accordance with the AWS Code and as herein specified or any other welding standard, approved by the Engineer.

The Contractor shall be required to submit test certificates for steel materials for the construction / expansion joints joints used in its manufacture; and for hot-dip galvanizing which shall meet or exceed the specifications under "Zinc Coating".

EXECUTION

DELIVERY, STORAGE AND INSTALLATION

1. Upon delivery at site, the hot-dipped galvanized construction joints / expansion joints shall not be subjected to the following activities:

   a. Re-fabrication
   b. Cutting
   c. Grinding
   d. Welding
   e. Sawing
   f. Any hot works or similar activities

2. Stainless steel nuts and bolts may be tack welded using stainless steel welding rods.

3. The construction joints / expansion joints shall not be exposed to sea water and other corrosive chemicals or
   substances prior to installation.

ITEM 07 : ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL

SCOPE OF WORK

This specification covers the requirements for zinc coating (galvanizing) by the hot-dip process on iron and steel products made from rolled pressed and forged shapes, casting, plates, bars and strips.

This specification covers both fabricated and un-fabricated products, for example, assembled steel products, structural steel fabrications, large tubes already bent or welded before galvanizing, and wire work fabricated from uncoated steel wire. It also covers steel forgings and iron castings incorporated into pieces fabricated before galvanizing or which are too large to be centrifuged (or otherwise handled to remove excess galvanizing bath metal).

MATERIAL REQUIREMENTS

STEEL OR IRON

The specification, grade or designation, and type and degree of surface contamination of the iron or steel in articles to be galvanized shall be supplied by the purchaser to the hot-dip galvanizer prior to galvanizing.

The presence in steels and weld metal, in certain percentages, of some elements such as silicon, carbon and phosphorus tends to accelerate the growth of the zinc-iron alloy layer so that the coating may have a matte finish with a little or no outer zinc layer.

EXECUTION

FABRICATION

The design and fabrication of the product to be galvanized shall be in accordance to the plans and specifications. ASTM Practices A 143, A 384 and A 385 provide guidance for steel fabrication for optimum hot-dip galvanizing and shall be complied with in both design and fabrication.

CASTINGS

The composition of heat treatment of iron and steel castings shall conform to specifications designated by the purchaser. Some types of castings have been known to show potential problems being embritttled during normal thermal cycle of hot-dip galvanizing. The requirements for malleable iron castings to be galvanized are stipulated in ASTM specification A 47.

ZINC

The zinc used in the galvanizing bath shall conform to ASTM Specification B 6. If a zinc alloy is used as the primary feed to the galvanizing bath, then the base material used to make that alloy shall conform to ASTM Specification B 6.

BATH COMPOSITION

The molten metal in the working volume of the galvanizing bath shall contain not less than an average value of 98.0% zinc by weight.

COATING PROPERTIES

Table 1 – Minimum Average Coating Thickness Grade by Material Category

Material Category	All Specimens Tested Steel Thickness Range (Measured), mm (in.)				
	< 1/16 (<1.6)	1/16 to < 1/8 (1.6 to < 3.2)	1/8 to < 3/16 (3.2 to 4.8)	> 3/16 to < 1/4 (> 4.8 to < 6.4)	≥ 1/4 (≥ 6.4)
Structural Shapes & Plate	45	65	75	85	100
Strip and Bar	45	65	75	85	100
Pipe and Tubing	45	45	75	75	75
Wire	35	50	60	65	80

COATING THICKNESS

The average thickness of coating for all specimens tested shall conform to the requirements of Table 1 for the categories and thickness of the material being galvanized. Minimum average thickness of coating for any individual specimen is one coating grade less than that required in Table 1. Where products consisting of various material thicknesses or categories are galvanized, the coating thickness grades of each thickness range and material category of material shall be shown in Table 1. The specification of coating thickness heavier than those required by Table 1 shall be subject to mutual agreement between the galvanizer and Engineer.

For articles whose surface area is greater than 100,000 mm^2 (160 $in.^2$) (multi-specimen articles), each test article in the sample must meet the appropriate minimum average coating thickness grade requirements of Table 1. Each specimen coating thickness grade comprising that overall average for each test article shall average not less than one coating grade below that required in Table 1.

For articles whose surface area is equal to or less than 100,000 mm^2 (160 $in.^2$) (single-specimen articles), the average of all test articles in the sample must meet the appropriate minimum average coating thickness grade requirements of Table 1. For each test article, its specimen coating thickness shall not be less than one coating grade below that required in Table 1.

No individual measurement or cluster of measurements at the same general location on a test specimen shall be cause for rejection under this specification provided that when those measurements are averaged with the other dispersed measurements to determine the specimen coating thickness grade for that specimen, the requirements of the above specifications as appropriate are met.

The coating thickness grades in Table 1 represent the minimum value obtainable with a high level of confidence for the ranges typically found in each material category. While most coating thicknesses will be in excess of those values, some materials in each category may be less reactive (for example, because of chemistry or surface condition) than other materials of the steel category spectrum. Therefore, some articles may have a coating grade at or close to the minimum requirements shown in Table 1. In such cases, the precision and accuracy of the coating thickness measuring technique should be taken into consideration when rejecting such articles for coating thickness below that is required by this specification.

FINISH

The coating shall be continuous (except as provided below), and as reasonably smooth and uniform in thickness as the weight size and shape of the item. Except for local excess coating thickness which would interfere with the use of the product or make it dangerous to handle (edge tears or spikes), rejection for non-uniform coating shall be made only for plainly visible excess coating not related to design factors such as holes, joints, or special drainage problems. Since surface smoothness is a relative term, minor roughness that does not interfere with the intended use of the product, or roughness that is related to the as-received (un-galvanized) surface condition, steel chemistry to zinc shall not be grounds for rejection.

Surfaces that remain uncoated after galvanizing may be renovated in accordance with the methods in ASTM Practice A 780 provided that the following conditions are met:

1. Each area subject to renovation shall be 25mm (1 in.) or less in its narrowest dimension.

2. The total area subject to renovation on each article shall be no more than ½ of 1% of the accessible surface area to be coated on that article, or 22,500mm^2 (36 in.^{2}) per ton of piece weight, whichever is less. Inaccessible surface areas are those which cannot be reached for appropriate surface preparation and application of repair materials as described in ASTM Practice A 780.

3. The thickness of renovation shall be that is required by the thickness grade for the appropriate material category and thickness range in Table 1 in accordance with the coating thickness requirements, except that for renovation using zinc paints, the thickness of renovation shall be 50% higher than that required by table 1, but not greater than 0.0254mm (4.0 mils).

4. When areas requiring renovation exceed the criteria previously provide, or are inaccessible for repair, the coating shall be rejected.

THREADED COMPONENTS IN ASSEMBLIES

The zinc coating on external threads shall not be subjected to a cutting, rolling or finishing tool operation, unless specifically authorized by the purchaser. Internal threads may be tapped or retapped after galvanizing. Coatings shall conform to the requirements of ASTM Specification A 153/A 153 M.

APPEARANCE

Upon shipment from the galvanizing facility, galvanized articles shall be free from uncoated areas, blisters, flux deposits and gross dross inclusions. Lumps, projections, globules or heavy deposits of zinc which will interfere with the intended use of the material will not be permitted. Plain holes of 12.5mm (1/2 in.) diameter or more shall be clean and reasonably free from excess zinc. Marks in the zinc coating caused by tongs or other items used in handling the article during the galvanizing operation shall not be cause for rejection unless such marks have exposed the base metal, and the bare metal areas exceed the criteria provided in number 1 and 2 of Subsection "Finish".

Whenever dross is present in a form other than finely dispersed pimples in the coating and is present in such amount as to be susceptible to mechanical damage, it will be considered as "gross".

ADHERENCE

The zinc coating shall withstand handling consistent with the nature and thickness of the coating and the normal use of the article, without peeling or flanking. Although some material may be formed after galvanizing, in general the zinc coating on the articles covered by this specification is too heavy to permit severe bonding without damaging the coating.

SAMPLING

A lot is a unit of production or shipment from which a sample may be taken for testing. Unless otherwise agreed upon between the galvanizer and the purchaser, or established within this specification, the lot shall be as follows:

1. For testing at a galvanizer's facility, a lot is one or more articles of the same type and size comprising a single order or a single delivery load, whichever is smaller, or any number of articles identified as a lot by the galvanizer, when these have been galvanized within a single production shift and in the same bath.

2. For test by the purchaser after delivery, the lot consists of the single order or the single delivery load, whichever is smaller, unless the lot identify, established in accordance with the above, is maintained and clearly indicated in the shipment by the galvanizer.

The method of selection and number of test specimens shall be agreed upon between the galvanizer and the purchaser. Otherwise, the test specimens shall be selected random from each lot. In this case, the minimum number of specimens from each lot shall be as follows:

Number of Pieces in Lot	Number of Specimens
3 or less	All
4 to 500	3
501 to 1,200	5
1,201 to 3,200	8
3,201 to 10,000	13
10,001 and over	20

A test specimen which fails to conform to any requirement of this specifications shall not be used to determine the conformance to other requirements.

TEST REQUIREMENTS

Magnetic Thickness Measurements:

The thickness of the coating shall be determined by magnetic thickness gauge measurements in accordance with ASTM Practice E 376. For each specimen, five or more measurements shall be made at points widely dispersed throughout the volume occupied by the specimen so as to represent as much as practical, the entire surface area of the test specimen. The average of the five or more measurements thus made for each specimen is the specimen coating thickness.

For articles whose surface area is greater than 100,000 mm^2 (160 in^2), in the average of the three specimen coating thickness grades comprising each test article is the average coating thickness for that test article. A specimen must be evaluated for each steel category and material thickness within the requirements for each specimen of the test article

For articles whose surface area is equal to or less than 100,000 mm^2 (160 in^2), the average of all specimen coating thickness grades is the average coating thickness for the sample.

The use of magnetic measurement method is appropriate for larger articles, and may be appropriate for smaller articles when such is practical using ASTM Practice E 376.

Stripping Method

The average weight of coating may be determined by stripping a test article, a specimen removed from a test article, or group of test articles in the case of very small items such as nails, etc., in accordance with Test method ASTM A 90/A 90m. The weight of coating per unit area thus determined is converted to equivalent coating thickness values in accordance with Table 2, Coating Thickness Grade (rounding up or down as appropriate). The thickness of coating thus obtained is the test article coating thickness, or in the case of a specimen removed from a test article, is the specimen average coating thickness.

Table 2 – Coating Thickness Grade [A]

Coating Grade	mils	oz/ft^2	µm	g/m^2
35	1.4	0.8	35	245
40	1.4	1.0	45	320
50	2.0	1.2	50	355
55	2.2	1.3	55	390
60	2.4	1.4	60	425
65	2.6	1.5	65	460
75	3.0	1.7	75	530
80	3.1	1.9	80	565
85	3.3	2.0	85	600
100	3.9	2.3	100	705

[A] Conversions in Table 2 are based on the metric thickness value equivalents from the next earlier version, using conversion factors consistent with Table X 2.1 in Specification A 653/A 653M, rounded to the nearest 5 µm (0.0002 in.). The conversion factors used are: mils = µm x 0.03937; oz/ft^2 = µm x 0.002316; g/m^2 = µm x 7.067.

Weighing Before or After Galvanizing

The average of coating may be determined by weighing articles before and after galvanizing, subtracting the first weigh from the second and dividing the result by the surface area. The first weigh shall be determined after pickling and drying, and the second after cooling to ambient temperature. The weight of coating per unit area thus determined is converted to equivalent coating thickness values according to Table 2 (rounding up or sown as appropriate). The thickness of coating thus obtained is the test article coating thickness.

Microscopy

The thickness of coating may be determined by cross-sectional and optical measurement in accordance with ASTM Test Method B 487. The thickness thus determined is a point value. No less than five such measurements shall be made at locations on the test article which are as widely dispersed as practical, so as to be representative of the whole surface of the test article. The average of no less than five such measurement is the specimen coating thickness.

Adhesion

Determine adhesion of the zinc coating to the surface of the base metal by cutting or prying with the point of a stout knife, applied with considerable pressure in a manner tending to remove a portion of the coating. The adhesion shall be considered inadequate if the coating flakes off in the form of a layer of the coating so as to expose the base metal in advance of the knifepoint. Do not use testing carried out at edges or corners (points of lowest coating adhesion) to determine adhesion of the coating. Likewise, do not use removal of small particles of the coating by paring or whittling to determine failure.

Embrittlement

Test for embrittlement may be made in accordance with ASTM Practice A 143

The galvanized article should withstand a degree of bending substantially the same as the ungalvanized article. Flaking or spalling of the galvanized coating is not be constructed as anembrittlement failure.

Inspection, Rejection and Retest

The material shall be inspected at the galvanizer's plant prior to shipment. However, by agreement the purchaser may make the tests which govern the acceptance or rejection of the materials in his own laboratory or elsewhere.

When inspection of materials to determine conformity with the visual requirements of Subsection "Finish" warrants rejection of a lot, the galvanizer may sort the lot and submit it once again for acceptance after he has removed any nonconforming articles and replace them with conforming articles.

Materials have been rejected for reasons other than embrittlement may be stripped and regalvanized, and again submitted for inspection and test at which time they shall conform to the requirements of this inspection.

Transport and Storage

Galvanized components shall, wherever possible, be transported and stored under dry, well-ventilated conditions to prevent the formation of wet storage staining.

Either zinc phosphate or chromate passivation treatment after galvanizing may be used to minimize the wet storage staining which may occur on articles unable to be stored in dry, well-ventilated conditions.

Provided the coating thickness complies with the requirements of Subsection "Coating Thickness", no further remedial action is required to the stained areas.

ITEM 08 : PROJECT BILLBOARD

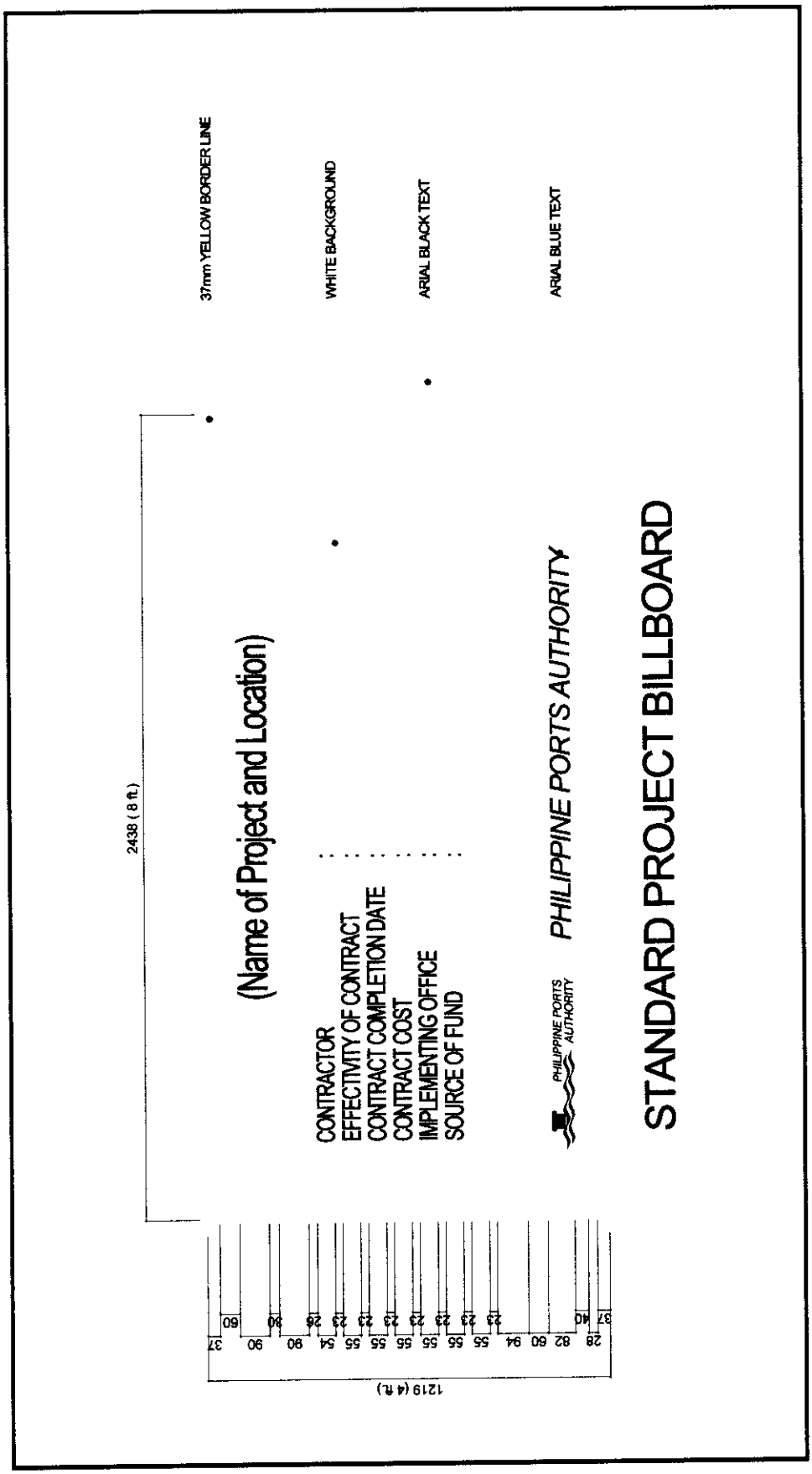
SPECIFICATION

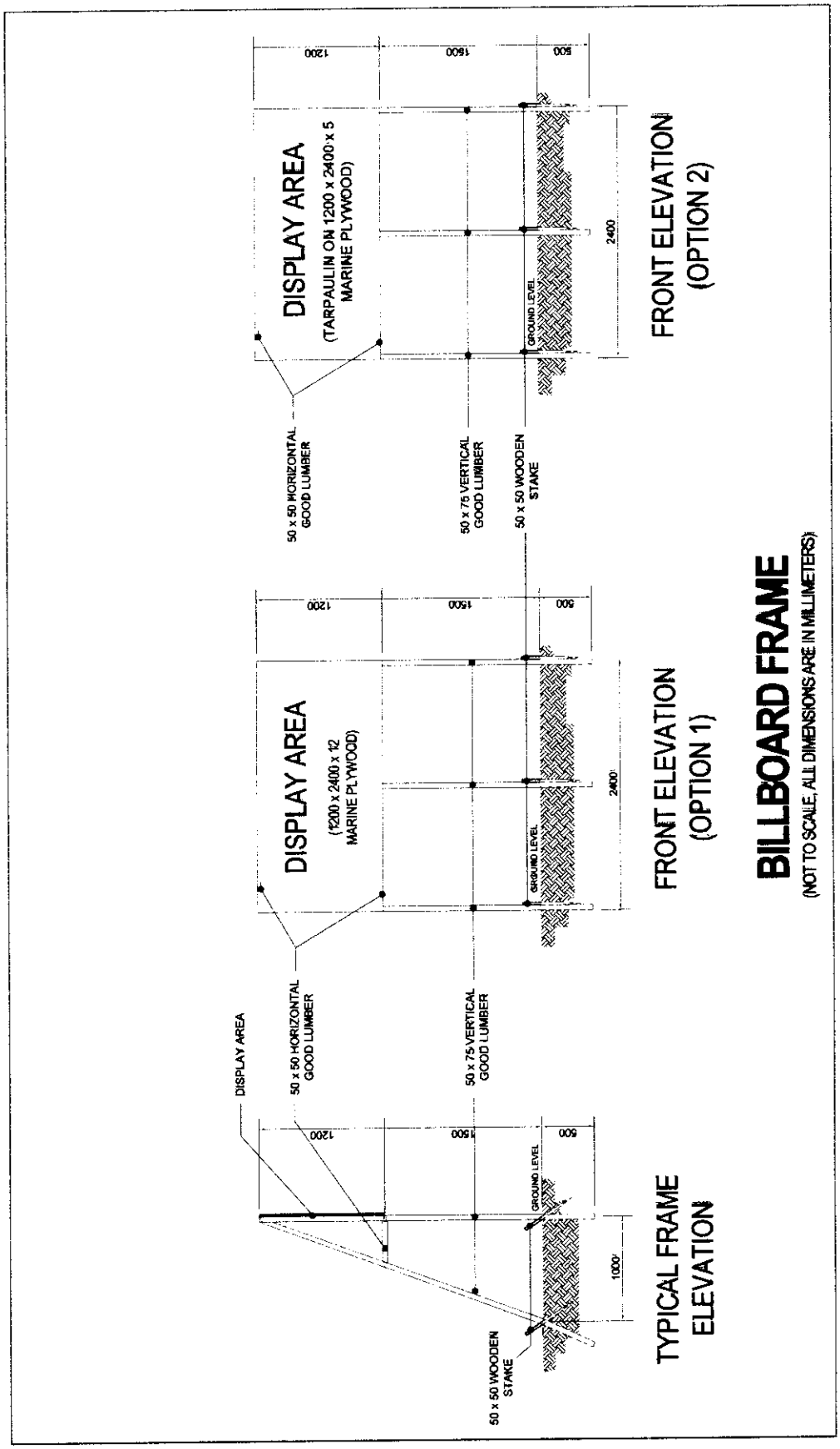
The Project Billboard shall be installed at location(s) designated by the Engineer.

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

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

See attached drawings for further details of the standard billboard.


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


DISPLAY AREA
(TARPAULIN ON 1200 x 2400 x 5 MARINE PLYWOOD)
50 x 50 HORIZONTAL GOOD LUMBER
50 x 75 VERTICAL GOOD LUMBER
50 x 50 WOODEN STAKE
GROUND LEVEL
1200
1500
500
2400
FRONT ELEVATION (OPTION 2)
DISPLAY AREA
(1200 x 2400 x 12 MARINE PLYWOOD)
50 x 50 HORIZONTAL GOOD LUMBER
50 x 75 VERTICAL GOOD LUMBER
GROUND LEVEL
1200
1500
500
2400
FRONT ELEVATION (OPTION 1)
DISPLAY AREA
50 x 50 HORIZONTAL GOOD LUMBER
50 x 75 VERTICAL GOOD LUMBER
50 x 50 WOODEN STAKE
GROUND LEVEL
1200
1500
500
1000
TYPICAL FRAME ELEVATION
BILLBOARD FRAME
(NOT TO SCALE, ALL DIMENSIONS ARE IN MILLIMETERS)

ITEM 09 : SAFETY SIGNAGES AND BARRICADES

DESCRIPTION

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

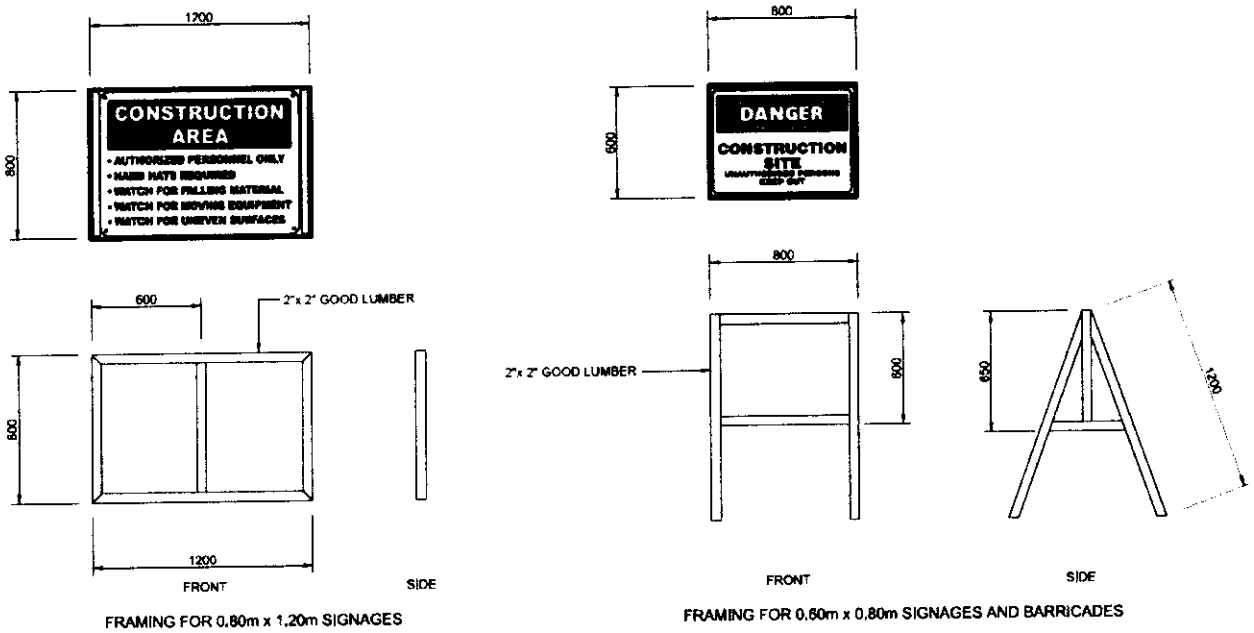
SPECIFICATION

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

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

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

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



STANDARD PLAN FOR SIGNAGES AND BARRICADES

SECTION VII

PROJECT DRAWINGS

SECTION VII

PROJECT DRAWINGS
(SEE ISSUED APPROVED PLANS)

LIST OF DRAWINGS:

01 of 10	Development Plan, Location Map, General Notes, Design Parameters and List Of Drawings.
02 of 10	General Plan, Schedule of 35ton Mooring Bollard and Schedule of V-500h X 1500l RDF
03 of 10	Piling Plan of R.C. Wharf And Schedule of 500Ø Tubular Piles
04 of 10	Off-Shore Elevation of Wharf And Longitudinal Section
05 of 10	Transverse Section, Transverse Section Showing Mooring/ Fendering Block, Detail of Construction Joint and Detail of Curtain Wall
06 of 10	Pile Cap for Vertical Piles, Pile Cap for Couple Piles and Slab Detail
07 of 10	Beam Details
08 of 10	Typical Connection of Tubular Steel Pile, Section G, Section H, Pile Splicing, Detail of Backing Cylinder Plate and Reinforcing Band, Reinforcing Band at Pile Tip, Notes and Specifications
09 of 10	Reinforcement Detail of Mooring/Fendering Block - 2 and Typical Attachment of 500h X 1500l V-Type RDF and 35Ton Mooring Tee-Head
10 of 10	Detail of V-Type Rubber Dock Fender (500h X 1500l) and Detail Of 35 Ton Mooring Tee Head

SECTION VIII

BILL OF QUANTITIES
and
ATTACHMENTS

BILL OF QUANTITIES

PROPOSED CONSTRUCTION OF RC WHARF EXTENSION

Port of Liloy, Lamao, Zamboanga del Norte

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 1	**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.	10		
1.03	Maintain temporary site office and residence for the Engineer and staff	mo.	10		
1.04	Provide Construction Safety and Health Program in the execution of the project	mo.	10		
	TOTAL FOR BILL NO. 1				-

BILL OF QUANTITIES

PROPOSED CONSTRUCTION OF RC WHARF EXTENSION

Port of Liloy, Lamao, Zamboanga del Norte

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 2	**CONSTRUCTION OF RC WHARF EXTENSION**				
2.01	Chipoff existing rc curb, flush to deck level and smoothened with mortar	l.m.	11		
2.02	Supply and deliver to site steel pipe piles (A252 Grade 2, 500mm Ø x12mm thk)	m.t	318		
2.03	Application of polyurethane external coating and mastic filler for steel pipe piles (Polyurethane : 32-10 @ 1,500 microns dry film thickness or equivalent)	sq.m.	1,493		
2.04	Splice steel pipe piles as directed by the engineer	no	72		
2.05	Supply and install 10mm thk reinforcing band tip for steel pipe piles	no	72		
2.06	Handle, pitch and drive steel pipe vertical piles (500mm x 12mm thk)	l.m	1,080		
2.07	Handle, pitch and drive steel pipe batter piles (500mm Ø x 12mm thk)	l.m.	1,116		
2.08	Extract clogged materials from steel pipe piles	cu.m.	65		
2.09	Supply and place 3,500 psi concrete filler for steel pipe piles	cu.m	197		
2.10	Supply and install reinforcing steel cage for steel pipe piles	kg	52,859		
2.11	Cutting of driven steel pipe piles up to cut-off elevation including turn-over to authority of excess piles	no.	72		
2.12	Supply and place 3,500 psi concrete for superstructure	cu.m.	309		

BILL OF QUANTITIES

PROPOSED CONSTRUCTION OF RC WHARF EXTENSION

Port of Liloy, Lamao, Zamboanga del Norte

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
2.13	Supply and install steel reinforcements for superstructure	kg.	43,201		
2.14	Supply and deliver to site rubber dock fender (V type-500H x 1500L RDF) including accessories	set	18		
2.15	Install rubber dock fender (V type-500H x 1500L RDF) including accessories	set	18		
2.16	Supply and deliver to site mooring bollard (35T, T-head) including accessories	set	10		
2.17	Install mooring bollard (35T, T-head) including accessories	set	10		
2.18	Supply and install hot-dipped galvanized 100mm x 100mm x 10mm angle bar for construction joint including dowel bar and asphalt filler	l.m.	22		
	TOTAL FOR BILL NO. 2				-

BILL OF QUANTITIES

PROPOSED CONSTRUCTION OF RC WHARF EXTENSION

Port of Liloy, Lamao, Zamboanga del Norte

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 3	**REIMBURSABLE ITEMS**				
3 01	Provide office equipment, computer system, HD Projector and aerial survey equipment for the use of the PPA personnel	lot	1		
	TOTAL FOR BILL NO. 3				-

BASIS OF PAYMENT FOR WORK ITEMS INCLUDED IN THE PROPOSAL

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

BILL NO. 1

GENERAL EXPENSES

Item 1.01 Mobilization, demobilization and cleaning

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

Item 1.02 Rental of temporary site office and residence for the Engineer and staff

The quantity to be paid for shall be the actual rental for temporary site office and residence for the engineer and staff and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary for the provision of temporary site office and residence for the engineer and staff at least 48.00 m^2

Item 1.03 Maintain temporary site office and residence for the Engineer and staff

The quantity to be paid for shall be the actual services rendered in maintaining the site office 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 maintenance of the temporary site office and residence as well as other expenses such as provision for electric power, telephone bill, potable water supply, janitorial and security services.

Item 1.04 Provide construction safety and Health Program in the execution of the project

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

BILL NO. 2

CONSTRUCTION OF RC WHARF EXTENSION

Item 2.01 Chip-off existing R.C. Curb, flush to deck level and smoothen with mortar

The quantity to be paid for shall be the actual length in linear meter of existing R.C. Curb to be chipped off, flushed to deck level and smoothened with mortar, 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 necessary to complete the work.

Item 2.02 Supply and deliver to site steel pipe piles (A252 Grade 2, 500mm Ø x 12mm thk.)

The quantity to be paid for shall be the actual weight in metric tons of steel pipe piles (500mm dia. x 12mm thk., A252 Grade 2), supplied and delivered 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 necessary to complete the work.

Item 2.03 Application of polyurethane external coating and mastic filler for steel pipe piles (Polyurethane: 32-10 @ 1,500 microns dry film thickness or equivalent)

The quantity to be paid for shall be the actual area in square meter of polyurethane external coating and mastic filler (Polyurethane: 32-10 @ 1,500 microns dry film thickness or equivalent), applied on the steel pipe piles 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 necessary to complete the work.

Item 2.04 Splice steel pipe piles as directed by the engineer

The quantity to be paid for shall be the actual number of steel pipe piles, spliced as directed by the engineer, 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 necessary to complete the work.

Item 2.05 Supply and install 10mm thk. reinforcing band tip for steel pipe piles

The quantity to be paid for shall be the actual number of reinforcing band tip (10mm thk.), supplied and installed, 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 necessary to complete the work.

Item 2.06 Handle, pitch and drive steel pipe vertical piles (500mm Ø x 12mm thk.)

The quantity to be paid for shall be the actual length in linear meter of steel pipe vertical piles (500mm Ø x 12mm thk.), driven in accordance with the plans and specifications, measured from the tip of piles to cut-off elevation and accepted by the Engineers. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.07 Handle, pitch and drive steel pipe batter piles (500mm Ø x 12mm thk.)

The quantity to be paid for shall be the actual length in linear meter of steel pipe batter piles (500mm Ø x 12mm thk.), driven in accordance with the plans and specifications, measured from the tip of piles to cut-off elevation and accepted by the Engineers. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.08 Extract clogged materials from steel pipe piles

The quantity to be paid for shall be the actual volume in cubic meter of clogged materials from the steel pipe piles, extracted 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 necessary to complete the work.

Item 2.09 Supply and place 3,500 psi concrete filler for steel pipe piles

The quantity to be paid for shall be the actual volume in cubic meter of 3,500 psi concrete filler for steel pipe piles, supplied, set-in-place and finished 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 necessary to complete the work.

Item 2.10 Supply and install reinforcing steel cage for steel pipe piles

The quantity to be paid for shall be the actual weight in kilogram of reinforcing steel cage for steel pipe piles, supplied and installed 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 necessary to complete the work.

Item 2.11 Cutting of driven steel pipe piles up to cut-off elevation including turn-over to authority of excess piles

The quantity to be paid for shall be the actual number of steel pipe piles, cut-off to required elevation including turn-over to authority of excess piles, 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 necessary to complete the work.

Item 2.12 Supply and place 3,500 psi concrete for superstructure

The quantity to be paid for shall be the actual volume in cubic meter of 3,500 psi concrete, supplied and set-in-place 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 necessary to complete the work.

Item 2.13 Supply and install steel reinforcements for superstructure

The quantity to be paid for shall be the actual weight in kilogram of steel reinforcements, supplied and installed 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 necessary to complete the work.

Item 2.14 Supply and deliver to site rubber dock fender (V-type-500H x 1500L RDF) including accessories

The quantity to be paid for shall be the actual number in set of rubber dock fender (V-500H x 1500L RDF) including accessories, supplied and delivered 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 necessary to complete the work.

Item 2.15 Install rubber dock fender (V type-500H x 1500L RDF) including accessories

The quantity to be paid for shall be the actual number in set of rubber dock fenders (V-type, 500H x 2500L) including accessories, installed 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 necessary to complete the work.

Item 2.16 Supply and deliver to site mooring bollard (35T, T-head) including accessories

The quantity to be paid for shall be the actual number in set of mooring bollard (35T, T-head) including accessories, supplied and delivered 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 necessary to complete the work.

Item 2.17 Install mooring bollard (35T, T-head) including accessories

The quantity to be paid for shall be the actual number in set of mooring bollard (35T, T-head) including accessories, installed 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 necessary to complete the work.

Item 2.18 Supply and install hot-dipped galvanized 100mm x 100mm x 10mm angle bar for construction joint including dowel bar and asphalt filler

The quantity to be paid for shall be the actual length in linear meter of hot-dipped galvanized angle bar (100mm x 100mm x 10mm) for construction joint including dowel bar and asphalt filler, supplied and installed 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 necessary to complete the work.

BILL NO. 3

REIMBURSABLE ITEMS

Item 3.01 **Provide office equipment, computer system, HD projector and aerial survey equipment for the use of the PPA personnel**

The quantity to be paid for shall be the actual quantity of office equipment, computer system, HD projector and aerial survey equipment enumerated on the bid documents, supplied and delivered in accordance with the specifications and accepted by the Authority. Payment for this item shall be made only upon complete delivery/acceptance of all the listed equipment in (annex 2.a – Reimbursable items) of the bid documents. The contract lump sum price shall be full compensation for providing all the reimbursable items. The Contractor's Profit and Overhead, Contingencies and Miscellaneous (OCM) should not be included in the cost of reimbursable items. The amount of bid should not exceed the maximum amount stated in the Bid Data Sheet [ITB Clause 13.1(a)]. Claims for payment shall be supported by Official Receipt(s) (OR). The amount to be paid for shall be the price indicated in the OR but should not exceed the contract lump sum price.

FACILITIES TO BE PROVIDED FOR THE ENGINEER & HIS STAFF

TEMPORARY FACILITIES OF THE CONTRACTOR

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

SITE OFFICE AND RESIDENCE FOR THE ENGINEER & STAFF

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

Items)

OFFICE EQUIPMENT FOR USE OF THE PPA ENGINEER AND STAFF

The Contractor shall provide within thirty (30) days after notice to commence work, the following main items of brand new office equipment for use of the Engineer and his staff. The Contractor shall make available for use of the Engineer other equipment as may be necessary for the proper functioning of the office. The equipment shall be the property of PPA. Operation and maintenance shall be borne by PPA.

2	sets	Office Table, 1.5 x 0.70m with chair
1	set	Conference Table with chair, 6 seater
2	pcs.	Single Bunk Beds with Mattress and Beddings
2	pcs.	Waste Paper Basket
1	pc.	Calculator, Scientific (12 digits capacity)
1	pc.	Communication System
1	pc.	Steel Filing Cabinet, 4 drawers
2	units	Air-conditioning Unit, 1.0hp. Window type
1	unit	Refrigerator, 6 cu. ft.
1	set	Gas Stove, 2 burner with tank
1	unit	Hot and Cold water dispenser, 5 gal. Capacity
1	pc.	White Board with eraser and marker
1	unit	Stand Fan, 16" Φ
1	unit	Computer Table
1	unit	Computer Chair

LAPTOP

The Contractor shall provide within thirty (30) days after notice to commence work, **two (2) "Brand New Laptop"**, complete with Printer, accessories and licensed software for the use of the PPA Engineer and his Staff at the start of the project. The items shall be the property of PPA. Operation and maintenance shall be borne by PPA.

Description / Specifications:	**DESK TOP UNIT**
Brand/Model	*Apple, Lenovo, ACER, HP or Equivalent Branded*
Processor	*Intel ® Core ™ i7-6700 HQ Processor (6M Cache, up to 3.50 GHz)*
System Memory	*16GB DDR4 Ram*
CD-ROM	*Tray load DVD Drive (Reads and Writes to DVD/CD)*
Graphics	*GeForce (R) GTX 970M with 6GB DDR5*
HDD	*256GB SSD + 2TB HDD SATA*
Display	*15.6" inch. FHD (1920 x 1080 Display)*
OS Bundled (Certification/License)	***Windows 10** PRO (64bit) Single Language English*
Office Software	*MS Office 2016 Home and Business*
Anti-Virus Software	*Symantec 11 (optional)*

Items)

Multi-Function Printer (Copy, Scan Printer)	*HP, Epson, Brother or equivalent brand with wide format capabilities (A3 size), 128 MB Memory Capacity and Automatic Document Feeder (ADF)*
Networking / Wireless	*Wireless 802.11 b/g; Integrated 10/100/1000, Base T Network (WiFi Capability)*
Digital / Media Reader	*6-in-1 Memory card Reader (SD, SDHC) (MMC) (MS) (MS PRO)*
Mouse	*Wireless Optical / Mouse with Pad*

FULL HD PROJECTOR

The Contractor shall provide within thirty (30) days after notice to commence work, **one (1) unit "Brand New" Full HD Projector** for use of the PPA Engineer and staff. The unit shall be the property of PPA. Operation and maintenance shall be borne by PPA

The Projector should support full HD, WUXGA resolution for both small and large conference room which delivers amazing image quality with 5000 lumens of color brightness, wide format in full HD resolutions : Native 1080p (1920 x 1080), Maximum UXGA (1600 x 1200), WUXGA (1900 x 1200) and multimedia plug-n-play with multiple IO interfaces : Analog RGB/Component Video (D-sub) x 2, Composite Video (RCA) x 1, S-Video (mini DIN) x 1, HDMI (Video, Audio, HDCP) x 1, HDMI (2D-to-3D, video, audio, HDCP) x 2, Component (3 RCA) x 1, PC Audio (Stereo mini jack) x 2, USB (Type-A) x 2, USB mini B) x 1.

SOFTWARE

The Contractor shall provide within thirty (30) days after commence work, **two (2) units each "License softwares"** latest version of MICROSOFT OFFICE and ANTIVIRUS for the use of the PPA Engineer and staff. The software shall be the property of PPA. Operation and maintenance shall be borne by PPA.

PORTABLE EXTERNAL BACK-UP DRIVE

The Contractor shall provide within thirty (30) days after commence work, **two (2) units "Brand New" Portable External Hard Drive** for the use of the PPA Engineer and staff. The unit shall be the property of PPA. Operation and maintenance shall be borne by PPA.

The Portable External Hard Drive has the capacity not less than 2TB of storage with an interface of USB 3.0.

AERIAL SURVEY EQUIPMENT

The Contractor shall provide within thirty (30) days after commence work, **one (1) unit "Brand New" Aerial Survey Equipment** (Small Unmanned Aircraft System/Drone) for the use of the PPA personnel. The unit shall be the property of PPA. Operation and maintenance shall be borne by PPA.

Items	Specifications:
Brand/Model	***DJI Mavic or branded equivalent***
Aircraft	Folded - H83mm x W83mm x L198mm Diagonal Size including propeller – 335mm Max Ascent Speed – 16.4 ft/s Max Descent Speed – 9.8 ft/s Max Speed – 40mph Max Service Ceiling Above Sea Level – 16404ft Max Flight Time – 27 minutes (0 winf at a consistent 15.5 mph) Max Hovering Time 24 minutes (0 wind) Overall Flight Time – 21 minutes (in normal flight, 15% remaining battery) Max Flight Distance – 8 miles (0 wind) Satellite Positioning System – GPS/GLONASS
Remote Control	Operating Frequency – 2.4 GHz to 2.483 GHz Max Transmission Distance – FCC Compliant : 4.30 mi - CE Compliant : 2.5 mi (unobstructed) Battery – 2970mAh Mobile Device Supported
Vision System	Vision System - Forward and Downward Vision Operating/ Altitude Range – 1 – 43 feet
APP/ Live View	Mobile App Compatible Live View Quality – 720p@30fps, 1080p@30fps Required Operating System – iOS 9.0 or Later, Android 4.1.2 or later
Camera	Sensor – 1/2.3" (CMOS), Eff pixels – 12.35M, Total pixels – 12.71M Lens – FOV 78.8° 28mm (35mm format equivalent) f/2.2 ISO Range – 100-3200 (video), 100-1600 (photo) Electronic Shutter Speed – 8s – 1/8000s Image Size – 4000x3000 Support File System – FAT32 (≤32GB); exFAT (>32GB) Photo – JPEG, DNG Video – MP4, MOV (MPEF-4 AVC/H.264) SD Card Supported – Micro SD (64GB max)
WIFI Ready	Operating Frequency – 2.4G/5G Max Transmission Distance – 80m (Distance), 50m (Height)
Intelligent Flight Battery	Capacity – 3830 mAh Voltage – 11.4 V

MINIMUM EQUIPMENT REQUIREMENTS

1	unit	Crawler Barge (319 GW, minimum) with 60T crane, owned
1	unit	Crawler Crane (30T, minimum), owned
1	unit	Pile Hammer (Diesel, 7,500 kg.m.), owned
1	unit	Drop Hammer (2T, minimum), owned
2	units	Concrete Mixer (1-bagger, minimum), owned
2	units	Concrete Vibrator (3.5 hp, minimum), owned
1	unit	Concrete Bucket, owned
1	unit	Centrifugal Trash Pumps (100mm, 16hp)
2	units	Bar Cutter (electric, 25mm dia min.), owned
2	units	Bar Bender (electric, 25mm dia min.), owned
1	unit	Dump Truck (6.88 cu.m., minimum), owned
1	unit	Water Truck with pump (1,000 gal., minimum), owned
2	units	Jackhammer, owned
1	unit	Air-Compressor (250 cfm, minimum), owned
2	units	Suction hose
2	units	Welding Machine (400 amp., minimum), owned
2	units	Oxy/Acetylene Cutting Outfit, owned
1	unit	Tugboat (500 hp, minimum), owned/leased
1	unit	Payloader (1.06 cu.m., 93 hp, minimum), owned/leased
2	units	Transit Mixer (5-6 cu.m. cap., minimum), owned/leased

CONSTRUCTION SAFETY AND HEALTH REQUIREMENTS

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

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

The Contractor shall provide the following minimum requirements:

L A B O R

1	no.	Safety Engineer / Officer
1	no.	Nurse / Health Officer

EQUIPMENT / MATERIALS

Personnel Protective Equipment

110	pcs.	Hard Hats
110	pcs.	Gloves
12	pcs.	Goggles
12	pcs.	Aprons
8	pcs.	Safety Belts
110	pcs.	Safety Shoes
8	pcs.	Life Lines

Safety Devices

1	lot	Barricades
1	lot	Warning signs
2	units	Fire extinguisher

Medical and First Aid System - For ten (10) mos.

NOTE:

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

SECTION IX

BIDDING FORMS

Bid Form

Date:_____

ITB No: _____

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

We, the undersigned, declare that:

(a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract **Proposed Construction of RC Wharf Extension, Port of Liloy, Lamao, Zamboanga del Norte**;

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

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

BILL NO	DESCRIPTION	TOTAL AMOUNT
1	General Expenses	₱
2	Construction of RC Wharf Extension	
3	Reimbursable Items	
	TOTAL AMOUNT OF BID (including VAT)	₱

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

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

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

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

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

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

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

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

(j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the **Proposed Construction of RC Wharf Extension, Port of Liloy, Lamao, Zamboanga del Norte** of the **Philippine Ports Authority**.

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

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

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

Name of the Contract or Title Of the Project 1]	Owner's Name and Address	Nature/ Scope of Work 2]	Contractor's Role (in percentage) 3]	Total Contract Value At			Date of Award 5]	Value of Outstanding Works	Estimated Time of Completion	% of Accomplishment		Contract Duration 5]	
				Award	Project Completion Date	Escalated Value to Present Prices 4]				Planned	Actual	Start	Completed
A) Government Contracts i. On-going ii. Awarded but not yet started B) Private Contracts i. On-going ii. Awarded but not yet started													

NOTE :

1] As appearing or defined in the contract entered/executed by the parties
2] With special reference to the Scope of Works as described/enumerated in the advertised Invitation To Bid.
3] Indicate whether as Sole Contractor, Sub-Contractor or Member in a Joint Venture / Consortium
4] Indicate the FOREX used if Contract Value is expressed in a currency other than the Philippine Peso. Specify the "Escalation Factor" used to escalate the Contract Value from completion date to the advertisement date of the Invitation to Bid per section 23.11.2 (3) of R.A. 9184.
5] State Month and Year.

Name of Firm/Applicant

Authorized Signing Official

Date

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

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

NOTE :

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

2. This Statement shall be supported by:

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

Name of Firm/Applicant

Authorized Signing Official

Date

EXPERIENCE RECORD ON SIMILARLY COMPLETED PROJECTS

Similar Major Operations of Work 1]	Unit of Measure	Quantity	Title of the Project	Title of the Project	Title of the Project	Title of the Project	Unit of Measure	Quantity
1. Off-shore pile driving of steel pipe piles	l.m.	1,098						
2. Reinforced Concrete Works	cu.m.	253						

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

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

Name of Firm/Applicant | Authorized Signing Official | Date

(Revised Form: September 2012)

FINANCIAL DATA

A. The prospective bidder's audited Financial Statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "RECEIVED" by the Bureau of Internal Revenue (BIR), or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

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

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

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

NFCC = _____

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

_____
Name of Firm/Applicant

_____
Authorized Signing Official

Date:_____

NOTES:

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

LIST OF CONTRACTOR'S PERSONNEL

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

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

OTE: 1. Minimum qualification requirements: (work experience is similar in nature and complexity to the project to be bid with regard to Registration Particulars of the Contractor's License)

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

Name of Firm/Applicant

Authorized Signing Official

Date

EVISED FORM (September 2012)

LIST OF CONTRACTOR'S EQUIPMENT UNITS

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

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

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

2] The unit of each equipment shall be as indicated in the Checklist/Bidding Documents, i.e GW (for crane barge), DWT (for deck barge and hopper barge), TON (for crane, road roller and drop hammer), kg.-m/blow (for diesel hammer), cu.m (for dump truck), hp. (for tugboat, road grader, bulldozer and concrete vibrator), cfm (for compressor), gal. (for water truck with pump), amp. (for welding machine), bagger (for concrete mixer).

Name of Firm/Applicant	Authorized Signing Official	Date

REVISED FORM (January 2011)

OMNIBUS SWORN STATEMENT FOR SOLE PROPRIETORSHIP

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

AFFIDAVIT

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

1. I am the sole proprietor or authorized representative of (Name of Bidder) with office address at _____:

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

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

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

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

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

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

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

   a) Carefully examine all of the Bidding Document:
   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the contact;
   c) Made an estimate of the facilities available and needed for the contact to be bid, if any; and
   d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the *Proposed Construction of RC Wharf Extension, Port of Liloy, Lamao, Zamboanga del Norte.*

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

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

_____
Bidder's Representative / Authorized Signatory

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

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

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

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

OMNIBUS SWORN STATEMENT FOR PARTNERSHIP OR COOPERATIVE

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

AFFIDAVIT

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

1. I am the duly authorized and designated representative of (Name of Bidder) with office address at (Address);

2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for (Name of Project) of the Philippine Ports Authority, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution or Secretary's Certificate (whichever is applicable);

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

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

5. (Name of Bidder) is authorizing the PPA General Manager or its duly authorized representative(s) to verify all the documents submitted;

6. None of the officers and members of (Name of Bidder) is related to the PPA General Manager, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management office or the end- user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

   a) Carefully examine all of the Bidding Document:
   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the contact;
   c) Made an estimate of the facilities available and needed for the contact to be bid, if any; and
   d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the *Proposed Construction of RC Wharf Extension, Port of Liloy, Lamao, Zamboanga del Norte.*

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

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

_____
Bidder's Representative / Authorized Signatory

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

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

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

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

OMNIBUS SWORN STATEMENT FOR CORPORATION OR JOINT VENTURE

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

AFFIDAVIT

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

1. I am the duly authorized and designated representative of (Name of Bidder) with office address at _____:

2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for (Name of Project) of the Philippine Ports Authority, accompanied by the duly notarized Special Power of Attorney, Board Resolution or Secretary's Certificate;

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

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

5. (Name of Bidder) is authorizing the PPA General Manager or its duly authorized representative(s) to verify all the documents submitted;

6. None of the officers, directors, and controlling stockholders of (Name of Bidder) is related to the PPA General Manager, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management office or the or end- user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

   a) Carefully examine all of the Bidding Document:
   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the contact;
   c) Made an estimate of the facilities available and needed for the contact to be bid, if any; and
   d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the *Proposed Construction of RC Wharf Extension, Port of Liloy, Lamao, Zamboanga del Norte.*

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

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

_____
Bidder's Representative / Authorized Signatory

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

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

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

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

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

BID-SECURING DECLARATION
Invitation to Bid No. _____

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

I, the undersigned, declare that:

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

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

3. I understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:

   (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

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

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

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

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

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

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

NAME OF NOTARY PUBLIC

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

CONSTRUCTION METHODOLOGY

Name of Project : _____

Proposed Project Description : _____

Location : _____

MINIMUM SCOPE OF CONSTRUCTION METHODOLOGY

A. CONSTRUCTION OF RC WHARF EXTENSION (Area = 594.00 sq.m.)

1. Supply and drive A252 Grade 2, 500mmØ x 12mm thk. Steel Pipe Piles (318 m.t. – 2,196 l.m.) including application of polyurethane external coating (1,493 sq.m.), splicing (72 pcs), cutting (72 pcs) and installation of reinforcing band tip (72 pcs)

2. Supply and place 3,500 psi concrete filler (197 cu.m.) and reinforcing steel cage (52,859 kgs of various sizes) for steel pipe lines including extraction of clogged materials (65 cu.m.)

3. Supply and place 3,500 psi concrete (309 cu.m.) and reinforcing steel bars (43,201 kg of various sizes) for superstructure

4. Supply and install mooring bollard, 35 tons, T-head (10 sets), and rubber dock fender, V-type, 500H x 1500L (18 sets)

NOTES:

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

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

_____
Signature
(Authorized Signing Official)

MANPOWER SCHEDULE

Name of Project : _____

Proposed Project Description : _____

Location : _____

MANPOWER (Minimum)	CONTRACT DURATION (_____ Calendar Days)									
	M O N T H L Y									
	1	2	3	4	5	6	7	8	9	10
Project Manager										
Project Engineer										
Materials Engineer										
Construction Safety and Health Officer										
Foreman										
Specify other applicable positions, ie.:										
- Carpenter										
- Steelman										
- Mason										
- Electrician										
- Rigger										
- Others										

_____
Signature
(Authorized Signing Official)

EQUIPMENT UTILIZATION SCHEDULE

Name of Project : _____

Proposed Project Description : _____

Location : _____

EQUIPMENT (Minimum)	No. of Units	CONTRACT DURATION (_____ Calendar Days)									
		M O N T H L Y									
		1	2	3	4	5	6	7	8	9	10

_____
Signature
(Authorized Signing Official)

CASHFLOW BY QUARTER AND PAYMENT SCHEDULE

Name of Project: : _____

Proposed Project Description : _____

Location : _____

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

SECTION X

CONTRACT FORM

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

CONTRACT
FOR THE PROPOSED CONSTRUCTION OF RC WHARF EXTENSION PORT OF LILOY, LAMAO, ZAMBOANGA DEL NORTE

KNOW ALL MEN BY THESE PRESENTS:

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

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

- and -

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

WITNESSETH:

WHEREAS, in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations, PPA advertised and published in a newspaper of general circulation and posted on the PPA website and G-EPS as well as in its bulletin board, an Invitation to Bid for the *Proposed Construction of RC Wharf Extension, Port of Liloy, Lamao, Zamboanga del Norte;*

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

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

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

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

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements herein contained, the PPA and the CONTRACTOR have agreed, as they do hereby agree, and contract as follows:

ARTICLE I

any such sub-contract shall comply and conform with the terms and conditions of the Contract. The CONTRACTOR shall be responsible for the observance by any such sub-contractor of the terms and conditions of the Contract.

11.02 If any portion of the project sub-contracted is not prosecuted faithfully in accordance with the Contract, the sub-contractor shall be removed or replaced immediately upon the written request of the PPA, provided, however, that any failure of PPA to make such a request shall not relieve the CONTRACTOR of its obligations under the contract. PPA shall not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-contractor or because of the late submittal of its or his approval.

ARTICLE XII

INSURANCE

12.01 The CONTRACTOR shall, prior to the commencement of work, secure the standard CONTRACTOR's all risk insurance (CARI) from the Government Service Insurance System (GSIS) or any insurance company duly certified by the Insurance Commission as authorized to issue such insurance, to insure the works against all losses or damages arising from whatever cause for which the CONTRACTOR is responsible under the Contract.

ARTICLE XIII

WARRANTY

13.01 The CONTRACTOR shall assume full responsibility for the contract work from the time project construction commenced up to final acceptance thereof by the PPA and shall be held responsible for any damage or destruction of the works, except those occasioned by force majeure. The CONTRACTOR shall be responsible for the safety, protection, security, and convenience of its personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by the construction work.

13.02 The defect liability period for the project covered by this Contract shall be one (1) year from project completion up to final acceptance thereof by the PPA. During this period, the CONTRACTOR shall undertake and complete the repair works, at its own expense, of any damage to the said project within NINETY (90) DAYS from the time the PPA General Manager or his duly authorized representative has issued an order to undertake repair. In case of failure or refusal to comply with this order, PPA shall undertake such repair works and the CONTRACTOR shall fully reimburse the former for all the expenses incurred therein upon demand.

13.03 After final acceptance of the project by the PPA, the CONTRACTOR shall be responsible for structural defects and/or failure of the said project within the period of FIFTEEN (15) YEARS from the date of final acceptance thereof by the PPA. For this purpose, the CONTRACTOR shall put up a warranty security in the form of letter of credit issued by a Universal or Commercial Bank or Bank guarantee confirmed by a Universal or Commercial Bank and acceptable to PPA in accordance with the following schedule:

a.	Letter of Credit issued by a Universal or Commercial Bank	- Five percent (5%) of the total contract price
b.	Bank guarantee confirmed by a Universal or Commercial Bank	- Ten percent (10%) of the total contract price

The warranty security shall be denominated in Philippine Pesos, remain effective for one (1) year from the date of issuance of the Certificate of Final Acceptance by PPA and be returned only after the lapse of the said one (1) year period.

ARTICLE XIV

TAXES, LICENSES, PERMITS AND FEES

14.01 The CONTRACTOR's tax, licenses, permits, fees and all other taxes, fees or charges of whatever form, kind or nature due or which may be due to the national and/or local government units and/or its instrumentalities/agencies on account of the performance and completion of the work stipulated herein, fees for the testing of materials and samples and fees for the testing and inspection of the installation by all agencies having jurisdiction and all necessary and incidental expenses relative thereto including preparation of documents and notarial fees shall be paid for and obtained by the CONTRACTOR on its own account. Should the PPA be compelled to advance the same, PPA is hereby authorized to deduct the amount advanced from whatever amount due the CONTRACTOR from PPA.

14.02 The CONTRACTOR shall pay taxes in full and on time and that failure to do so shall entitle PPA to suspend payment to the CONTRACTOR. Further, the CONTRACTOR shall during the term of this Contract regularly present to PPA a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

ARTICLE XV

AGREEMENT MODIFICATION

15.01 No modification, alteration or waiver of any provision herein contained shall be binding on the Parties hereto unless evidenced by a written amendment signed by the parties hereof.

15.02 A variation order (change order/extra work order) may be issued by PPA under the conditions set forth in the applicable provisions of Republic Act No. 9184 and its Implementing Rules and Regulations.

15.03 The PPA may, at any time by written order and without notice to the Sureties, direct the CONTRACTOR to perform additional/extra work necessary to and within the General Scope of the project as bid and awarded. The CONTRACTOR shall be paid for additional/extra work items whose unit prices shall be derived based on the following:

a. For additional/extra works duly covered by change orders involving work items which are exactly the same or similar to those in the original contract, the applicable unit prices of work items in the original contract shall be used.

b. For additional/extra works duly covered by Extra Work Orders involving new work items that are not in the original contract, the unit prices of the new work items shall be based on the direct unit costs used in the original contract (e.g. unit cost of cement, rebars, form lumber, labor rate, equipment rental, etc.). All new components of the new work item shall be fixed prices, provided the same is acceptable to both PPA and the CONTRACTOR, and provided further that the direct unit costs of new components shall be based on the CONTRACTORS's estimate as validated by PPA via documented canvass in accordance with existing rules and regulations. The direct cost of the new work item shall then be combined with the mark-up factor (i.e., taxes and profit) used by the contractor in his bid to determine the unit price of the new work item.

15.04 Request for payment by the CONTRACTOR for any extra work shall be accompanied by a statement, with the approved supporting forms, giving a detailed accounting and record of amount for which he claims payment. Said request for payment shall be included with the CONTRACTOR's statement of progress payment.

ARTICLE XVI

SUSPENSION OF WORK

16.01 The PPA or its duly authorized representative 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 PPA 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.

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 effective order of suspending operation and the order to resume work shall be allowed the CONTRACTOR by adjusting the contract time accordingly.

ARTICLE XVII

INDIVISIBILITY OF OBLIGATION

17.01 It is the intent of the Contract that all the documents, annexes and addenda forming part hereof, shall be read together and that each and every provision or stipulation hereof be given full force, effect and applicability. However, in the event that one or more provisions or stipulations herein be declared null and void by the courts, or otherwise rendered ineffective, the remaining provisions and stipulations shall not be affected thereby.

ARTICLE XVIII

ARBITRATION/REMEDY AND RELIEF

18.01 Should there be any dispute or difference of any kind whatsoever which shall arise between the parties in connection with the implementation of this Contract; the Parties hereto shall make every effort to resolve amicably such dispute or difference by mutual consultation. In the event that such dispute or disagreement be not resolved to their mutual satisfaction, the matter shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Laws" and Republic Act No. 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 submitted thereto. Provided, further, that, by mutual agreement, the parties hereto may agree in writing to resort to other alternative modes of dispute resolution. Provided, finally, that the arbitration proceeding shall be without prejudice to the right of PPA to rescind or terminate this contract in accordance with Article XIX, Section 19.04 hereof.

18.02 Should the PPA be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the CONTRACTOR shall be liable to the PPA for attorney's fees in an amount equivalent to Twenty Percent (20%) of the total sum claimed in the complaint, exclusive of other damages and the expenses of litigation. Venue of all court actions in connection with or arising out of this contract shall be laid exclusively in the proper court of the City of Manila.

18.03 It is clearly understood that in case a dispute or disagreement arises between the PPA and the CONTRACTOR regarding the manner by which the latter is performing works, the CONTRACTOR shall follow the instruction of the PPA relative thereto, otherwise, it shall have no right to ask for arbitration or go to court for relief.

ARTICLE XIX

OTHER COVENANTS

19.01 It is expressly agreed and understood that in case of irreconcilable conflict between the provisions of this Contract and the provisions of any of the contract documents, the former shall be controlling.

19.02 It should also be clearly understood that any payment or failure of the PPA to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of the PPA shall not be construed or considered as a waiver on the part of the PPA for the enforcement of this Contract, nor shall it relieve the CONTRACTOR of any of its obligations provided thereunder.

19.03 Under no circumstances shall the PPA be held liable for the payment of any extra work, or extra cost of work, change of work, or change order undertaken without the prior written approval of the PPA to perform said work.

19.04 Notwithstanding any provision to the contrary, the PPA has the right to terminate, cancel and/or rescind this Contract **motu proprio**, in case of breach thereof by the CONTRACTOR, without need of judicial action by giving at least TEN (10) Days written Notice to that effect to the CONTRACTOR, which Notice shall be final and binding on all the parties. In such event, the PPA may take over and continue the project, and the contracts and agreements entered into by the CONTRACTOR with third parties, which the PPA in its discretion, may want to assume are hereby conclusively deemed assigned to the PPA. For this purpose, the CONTRACTOR here agrees and obligates itself to incorporate or cause to be incorporated in any contract or agreement with third parties, as same is connected with or related to the performance of any or all of the CONTRACTOR's obligations and undertakings hereunder, a stipulation providing for its assignability to and assumption by the PPA, at the option of the PPA. It is further agreed and understood that upon receipt of the Notice mentioned above, the CONTRACTOR cannot remove, withdraw or pull-out any of the equipment, machineries, tools, materials, and/or supplies brought to the project site without the written approval of the PPA.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation or rescission, including the refund of any and all advances made plus legal interest from date of receipt of the amount or amounts advanced.

19.05 It is expressly agreed that whenever the CONTRACTOR is behind schedule in its contract work and incurs ten (10%) percent or more negative slippage based on its approved PERT/CPM, the PPA may undertake the whole or portion of the unfinished work by administration or by negotiation through another qualified CONTRACTOR.

Whenever a work activity in the project is not being done on schedule per approved PERT/CPM, the PPA shall notify and direct the CONTRACTOR to immediately undertake such work activity. If within fifteen (15) days from receipt of such notice, the CONTRACTOR fails to start work and to show a satisfactory performance, PPA may take over the whole or portion of such work and have such work done by administration or award the same to another qualified contractor through negotiated contract at the current valuation price.

19.06 The PPA has the right to require the CONTRACTOR to supply and provide the required tools, materials, supplies, equipment, facilities, and to increase the number of workers assigned to the work when exigencies of the service so require. Should the CONTRACTOR fail, refuse or neglect to comply with the same, PPA shall have the option to take over the project in whole or in part or award the same to another CONTRACTOR through negotiated contract at the current valuation price. Any increase in cost which the PPA may incur as a result of its take-over of the project pursuant to Sections 19.04, 19.05 and 19.06 shall be borne by and charged to the CONTRACTOR.

19.07 The CONTRACTOR shall provide and do everything necessary to perform its obligations under this Contract according to the true intent and meaning of all the Contract Documents taken together,

whether the same may or may not be shown or described particularly in the drawings, plans and specifications provided that the same can be inferred therefrom. Should the CONTRACTOR find discrepancy in the drawings, plans and specifications, it shall immediately refer the same to the PPA, whose decision shall be followed.

19.08 The CONTRACTOR agrees and obligates itself to restore to its original condition, on its own account, any public road, pavement, streets or open space and/or public or private property which are excavated or in any manner used by the CONTRACTOR in connection with the performance of its obligations under this Contract.

19.09 The CONTRACTOR agrees and binds itself to hold and save PPA free and harmless from any damage, claims and rights of action by third parties arising out of or by reason of this Contract and all injuries that may be suffered by PPA due to the failure, negligence, delay or conduct on the part of the CONTRACTOR and/or its employees in the performance of their obligations under this Contract.

19.10 No final payment of the contract shall be made to the CONTRACTOR without the Certificate of Completion and/or Acceptance from the Office of the Municipal Engineer of the Municipality concerned of the local works to be restored mentioned in Section 19.08 hereof, otherwise the cost of restoration shall be made available out of any collectible/receivable by the CONTRACTOR from the PPA.

19.11 Notwithstanding any extra work, change of work or orders made, if any, by the PPA, it is agreed that the same shall be completed within the period herein fixed and provided.

19.12 The CONTRACTOR shall hold the PPA free and harmless from whatever suit and hereby binds and obligates itself to indemnify the PPA for any and all liabilities, losses, damages, judgment, awards, fines, penalties and all expenses, legal or otherwise, of whatever kind and nature, arising from and by reason of this Contract, due to the fault, negligence, act, omission, delay, conduct, breach of trust or non-observance or violation of this Contract or any stipulation and warranty by the CONTRACTOR and/or any of its employees, agents, representatives or sub-contractors.

ARTICLE XX

SPECIAL REPRESENTATION

20.01 The CONTRACTOR hereby represents that all documents it submitted which form integral parts hereof are authentic and duly executed with all the required formalities for the same, and that the facts and/or date contained therein are true and correct. A breach of this representation including all misrepresentation in the documents or suppression of material facts therein, which if known, could have disqualified the CONTRACTOR such that this contract would not have been made and entered into, gives the PPA the immediate right or recourse to **motu proprio** rescind, abrogate or otherwise terminate the contract without need of judicial action, in accordance with Section 19.04 hereof.

20.02 The CONTRACTOR hereby warrants that it has not given nor promised to give any money, gift or any material favor/consideration to any official or employee of the PPA to secure this Contract; that any violation of this warranty shall be sufficient ground for the PPA to revoke or cancel this Contract extrajudicially or without need of judicial intervention.

ARTICLE XXI

BUDGETARY REQUIREMENT

21.01 The parties hereto hereby adopt and incorporate herein by reference, Letter of Instruction No. 767 dated 16 November 1978, issued by the Office of the President, as implemented by the Letter Circular, dated 7 December 1978, of the Department of Budget and Management.

ARTICLE XXII

EFFECTIVITY

22.01 This Contract shall become effective after the same shall have been signed by the Parties hereof.

IN WITNESS WHEREOF, the Parties have hereunto signed this Contract on the date and place first hereinabove written.

PHILIPPINE PORTS AUTHORITY
By:

Jay Daniel R. Santiago
General Manager

_____
By:

_____
_____

WITNESSES:

Adrian Ferdinand S. Sugay
Chairperson Head Office Bids and Awards Committee

_____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of _____) S.S.

BEFORE ME, a Notary Public for and in the City of _____, this ____ day of _____, 20___, personally appeared the following:

NAME	Proof of Identity	DATE	PLACE
Jay Daniel R. Santiago	_____	_____	_____
_____	_____	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument as:

POSITION	COMPANY	CTC No.	DATE	PLACE
General Manager	Philippine Ports Authority	_____	_____	_____
_____	_____	_____	_____	_____

and they acknowledged to me that the same is their own free act and deed as well as the free and voluntary act of the corporation they represent.

This foregoing instrument is a Contract for the *Proposed Construction of RC Wharf Extension, Port of Liloy, Lamao, Zamboanga del Norte* consisting of 13 pages, including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on these presents at the place and on the date first above written

Doc. No._____;
Page No._____;
Book No._____;
Series of 20____;