

- (c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
- (d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
- (e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.

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

46. Payment on Termination

- 46.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 46.2. If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 46.3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- 46.4. If the Contractor has terminated the Contract under GCC Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

47. Extension of Contract Time

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

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

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

48. Price Adjustment

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

49. Completion

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

50. Taking Over

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

51. Operating and Maintenance Manuals

- 51.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.
- 51.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative shall withhold the amount stated in the SCC from payments due to the Contractor.

SECTION V

SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

GCC Clause	
1.17	The Intended Completion Date is 90 calendar days from commencement of work, inclusive of the estimated seven (7) calendar days considered unfavorable to the prosecution of the works at site.
1.22	<p>The Works consists of:</p> <p>A. REMOVAL AND DISPOSAL WORKS</p> <ol style="list-style-type: none"> 1. Remove and dispose existing vinyl floor tiles as directed by the Engineer 2. Remove existing ceiling including electrical materials and turn-over to the Authority 3. Remove existing wall partitions, doors and turn-over to the Authority 4. Remove existing glass doors with fixed sidings and turn-over to the Authority 5. Remove existing panel partition and turn-over to the Authority 6. Remove existing window sunscreen and accessories and turn-over to the Authority 7. Remove existing counter, cabinet and plumbing fixtures 8. Remove existing air conditioning units and turn-over to the Authority <p>B. PPA EXECUTIVE LOUNGE AND GYM</p> <ol style="list-style-type: none"> 1. Supply and install 100mm thk. gypsum board drywall including light steel metal furring and accessories 2. Supply and apply latex satin paint finish (2 coats) 3. Supply and install wall paper at lounge area 4. Supply and install (1"x4"20') walnut wood border 5. Supply and install (1"x4"8') walnut baseboard 6. Supply and install grooved wall panel in walnut wood in laminate finish 7. Supply and install 200mm x1,200mm x 12mm thk walnut wood tiles 8. Supply and install 600mm x 600mm x 12mm thk terrazzo cream design homogenous tiles 9. Supply and install 900mm x 900mm x 12mm thk beige ceramic tiles 10. Supply and install rubber tiles at gym area 11. Supply and install moisture gypsum board ceiling 12. Supply and install concealed grid acoustic ceiling system 13. Supply and install biowood timber ceiling system 14. Supply and install acoustic insulation 15. Supply and install acoustic panel at gym area 16. Supply and install fabricated glass doors and partitions including metal frames and accessories

	17. Supply and install herringbone thin weave 100% abaca fiber carpet (2.74m x 3.65m) 18. Supply, deliver and install electro/mechanical materials and accessories 19. Supply and install 2.40m H x 2.033m W mirror at Gym Area 20. Supply, deliver and install plumbing materials and accessories
1.23	<p>The Procuring Entity's Representative is:</p> <p style="text-align: center;">MARK JON S. PALOMAR Chairperson Head Office Bids and Awards Committee for Engineering Project 3rd Floor PPA Building Bonifacio Drive, South Harbor, Port Area, Manila</p>
1.24	The Site is located at South Harbor, Port Area, Manila and is defined in drawing Nos.
1.28	The Start Date is the time of receipt by the successful bidder of all notices called for the term of the contract.
1.31	Refer to the Bidder's Responsibilities' under 6.1 of ITB – 5 and GCC – 3.
2.2	None.
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor upon commencement of the project.
6.5	<p>The Contractor shall employ the following Key Personnel:</p> <ul style="list-style-type: none"> a. Project Manager b. Project Engineer c. Materials Engineer d. Construction Safety and Health Officer e. Foreman f. Others
7.4 (c)	No further instructions.
7.7	No further instructions.
8.1	No further instructions.
10	None
12.3	No further instructions.

12.5	<p>a) Permanent Structures: Fifteen (15) years</p> <p>Buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications) such as, but not limited to steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures</p>
13	If Contractor is a Joint Venture, "All partners to the joint ventures shall be jointly and severally liable to the Procuring Entity".
18.3(h)(i)	No further instructions.
21.2	The Arbiter is: (To be appointed)
29.1	No dayworks are applicable to the contract.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within _____ days of delivery of the Notice of Award.
31.3	<p>The period between Program of Work updates is _____ days.</p> <p>The amount to be withheld for late submission of an updated Program of Work is _____ .</p>
34.3	The Funding Source is the Corporate Budget of the Authority for CY 2019.
39.1	The provision on advance payments or mobilization fees in the terms and conditions of all contracts/ purchase orders/ job orders for goods, services and infrastructure projects that will be signed or executed shall henceforth be excluded.
39.5	Refer to 39.1
40.1	No further instructions.
40.4	No further instructions.
51.1	<p>The date by which operating and maintenance manuals are required is _____ .</p> <p>The date by which "as built" drawings are required is _____ .</p>
51.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is _____ .

SECTION VI

TECHNICAL SPECIFICATIONS

1.22.A. REMOVAL AND DISPOSAL WORKS

ITEM 1.22.A.01 TO ITEM 1.22.A.08

Description

The work includes the furnishing of all labor, materials and equipment required to carry out the demolition and removal works as required for the execution of the Contract.

The Contractor shall submit the proposed methodology or procedure of demolition work with detailed drawings and calculations if necessary, to the Engineer for approval, before the execution of the Works.

General Provisions

1. The Contractor shall be deemed to have satisfied himself of the site conditions, and to have included in his unit prices provision for all risks that may arise during or in connection with the work.
2. Materials coming from the demolition works, except general earth, shall remain the property of the Procuring Entity, the designated part of which shall be stored by the Contractor at places specified by the Engineer/ Accepting authority. Receiving copy of Turn-Over Report shall be provided.

Execution

1. Prior to the commencement of demolition works, the alignments of the new construction works to existing structure shall be checked.
2. Materials coming from the demolition works shall be properly disposed by the Contractor.

SAFETY

During the course of survey and clearing, any obstacles which are recognized and seemed to be explosive or hazardous to workers shall be removed from the site by the proper Authority.

At the end of each day's work, the Contractor shall keep the workplace in safe condition and clean so that no part is in danger of falling or creating hazard to personnel or equipment.

1.22.B. PPA EXECUTIVE LOUNGE AND GYM

General

General Requirements contain provisions and requirements essential to these Specifications; and apply to this section, whether or not referred to herein.

Scope of Work

The work covered by this section consist of furnishing all labor, materials, equipment, tools and incidentals necessary to undertake, complete all finishing works and painting for the buildings as indicated on the drawings and as specified herein.

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

1.22.B.01 Supply and install 100mm thk. gypsum board drywall including light steel metal furring and accessories

Stud: 76 mm (3 inches)
 3.00 meter length

Track: 76 mm (3 inches)
 3.00 meter length

Board: 1.20 x 2.40 x 12mm fiber cement

1. Shop drawings for all finishing and painting works for the building shall be submitted in advance to allow twenty eight days for review and approval. Shop drawings shall indicate materials and details of finishing works. The Contractor shall be responsible for all errors of detailing and fabrication, and for the correct finishing work items shown on the shop drawings.
2. The Contractor, before placing order for the finishing materials shall submit to the Engineer for approval representative samples of finishing materials. No placing of orders for material for finishing works shall be made without his approval.
3. Samples of all walls finishes, measuring not less than 1000mm x 1000mm shall be submitted to the Engineer for approval as to its finish texture and workmanship.

All materials will be delivered and installed on site.

1.22.B.02 Supply and apply latex satin paint finish (2 coats)

- a. Solid wall in Satin paint finish

On Plaster / Fiber Cement

First Coat	Boysen Masonry Neutralizer #44 or approved equal
Three Coats	Boysen Permacoat Latex Satin Finish or approved equal

SURFACE PREPARATION FOR FIBER CEMENT SURFACES

Shall be dry and clean prior to application of the specified first-coat material. Oil, grease, or rust stains shall be carefully removed by the use of suitable solvent. Wire brushing will not be permitted. After the first coat has become dry and prior to application of finish coats, touch-up coats shall be applied to suction spots.

1.22.B.03 Supply and install wall paper at lounge area

Fiber cement Grass Cloth wall covering in Solid Wood framing in Walnut wood Stain finish

1. Prime the Walls
2. Cut the Wallpaper to Size
3. Mark a Plumb Line and Hang the First Piece
4. Smooth the Surface and Continue
5. Clean Up the Corners
6. Fill in the Gaps With Caulk
7. Trim Away and Seal the Wall Covering

1.22.B.04 Supply and install (1"x4"20') walnut wood border

Supply and installation of 100mm X 25mm thick Solid Wood border in Walnut Wood stain finish. Location and details are shown in the plan.

1.22.B.05 Supply and install (1"x4"8') walnut baseboard

100mm height Solid wood baseboard in Walnut Wood Stain finish.

Wood baseboards are also referred to as base or skirting. The main purpose of wood baseboard is to cover the joint between the wall surface and the floor, as well as for decorations.

1.22.B.06 Supply and install grooved wall panel in walnut wood in laminate finish

Supply and installation of Grooved wall panel in Walnut wood laminate finish. Details are shown in the plans.

Laminate panel layers (called veneers) are glued together with adjacent plies having their grain at right angles to each other for greater strength. The plastic layer(s) added for protection vary in composition, thickness, color and texture according to the application.

Laminate panels are used in many applications that need weather-proof, impact resistant sheet material.

FLOORS

Supply and installation of the following floor finishes. Details and locations are shown in the plan.

1.22.B.07 Supply and install 200mm x1,200mm x 12mm thk walnut wood tiles

F1 - 12mm thick 150mm X 1200mm Walnut Wood Tiles

a. Lounge

1.22.B.08 Supply and install 600mm x 600mm x 12mm thk terrazzo cream design homogenous tiles

F2 - 12mm thick 600mm X 600mm Terrazzo Design Homogeneous Tiles

a. Lounge

1.22.B.09 Supply and install 900mm x 900mm x 12mm thk beige ceramic tiles

F3 - 12mm thick 600mm X 600mm Beige Ceramic Tiles

a. Kitchen

1.22.B.10 Supply and install rubber tiles at gym area

F4 - 200mm X 1800mm White Oak Rubber Tiles

a. Gym

a. Floor tiles shall be color varies and as shown on the drawings or to be designated by the Architect.

b. Portland Cement, sand, water and adhesive shall conform with the requirements.

c. Floor tiles shall be delivered in the manufacturer's original unbroken packages or containers that are labeled plainly with the manufacturer's name and brand. Containers shall be grade scaled. Materials shall be stored in dry weathertight enclosures, and shall be handled in a manner that will prevent the inclusion of foreign materials and damage by water or dampness.

CEILING

Supply and installation of the following ceiling finishes. Details and locations are shown in the plan.

1.22.B.11 Supply and install moisture gypsum board ceiling

MGB - 12mm thick Moisture Resistant Gypsum Board in metal suspension frame, finish in Wood Laminate.

a. Lounge

1.22.B.12 Supply and install concealed grid acoustic ceiling system**CGA - 20mm thick 600mm Concealed Grid Acoustic Ceiling System**

a. Kitchen

1.22.B.13 Supply and install blowwood timber ceiling system**CTC - 160mm X 680mm Bio wood Composite Timber Ceiling System.**

a. Bar

b. Gym

c.

ACOUSTIC INSULATION

Supply and installation of the acoustic insulation and materials. Details and locations are shown in the plan.

1.22.B.14 Supply and install acoustic insulation**1.22.B.15 Supply and install acoustic panel at gym area**

Acoustic panels are sound absorbing panels that are hung on a wall or ceiling to control and reduce noise, eliminate slap echo and control comb filtering in a room. The objective is to enhance the properties of sound by improving sound quality with sound absorbing panels. Often used to treat recording studio acoustics, church acoustics, home theater acoustics, restaurant acoustics, and listening rooms, the purpose of acoustic panels is to reduce, but not entirely eliminate, resonance within the room. Acoustic panels deal more with the mid and high frequencies in a room. Sound absorption is different than soundproofing, which is typically used to keep sound from escaping a room.

1.22.B.16 Supply and install fabricated glass doors and partitions including metal frames and accessories

- D-1 - 2- Leaf Swing Door with 10 mm thick Tempered Glass in Solid Wood Frame with Fixed framed in Matte Finish (W 2.00m x H 2.60m)**
- D-2 - 2- Leaf Single Swing Frameless 10 mm thick Tempered Glass Door (W 4.10m x H 2.60m)**
- D-3 - 1- Leaf Single Swing Flush Hollow Core Door with View Panel in Wood Laminate Finish (W0.90m x 2.15m)**
- D-4 - 1- Leaf Single Swing Flush Hollow Core Door with Glass Panel in Wood Laminate Finish (W0.90m x 2.15m)**
- D-5 - 7- Leaf 10 mm thick Tempered Accordion Glass Door with Aluminum Powder Coated Frame in Walnut Finish (W 19.90m x H 5.20m)**

**1.22.B.17 Supply and install herringbone thin weave 100% abaca fiber carpet
 (2.74m x 3.65m)**

Carpet

Supply and installation of Herringbone thin weave 100% Abaca Fiber carpet. Location is shown in the plan.

1.22.B.18 Supply, deliver and install electro/mechanical materials and accessories

Scope of Work

- a) The work to be done shall consist of supply, deliver and install electro / mechanical materials completed in accordance with all the details of the electrical and mechanical plans as shown on the drawing. It includes materials, labor, tools and equipment and all incidental works as found necessary.
- b) Refer to electro / mechanical plans for location and extent of work involved.

General Requirement

- a) All works shall be done in accordance with the requirements of the publications and agencies having jurisdiction, as well as the requirements of the approved standards.
 - 1. National Fire Protection Association - (NFPA)
 - 2. National Electrical Manufacturer Association - (NEMA)
 - 3. Underwriter Laboratories, Inc. - (UL)
 - 4. Philippine Electrical Code Part 1 (2017) - (PEC)
 - Philippine National Standard - (PNS)
 - 5. Federation Specification:
 Circuit Breaker, Molded Case, Branch
 Circuit and Service
 - 6. American National Standard Institute - (ANSI)
 - 7. American Society for Testing and Materials - (ASTM)
 - 8. Illuminating Engineering Society - (IES)
 - 9. Light Emitting Diode - (LED)
- b) The electrical power shall be connected to the nearest existing supply of PPA electrical room. The Contractor shall coordinate the exact route of wires and cables to the assigned Engineer. The required supply of 230 volt, three (3Ø) phase, 3 wire + grounding, 60 hertz, A.C.
- c) The Contractor shall employ a licensed Registered Electrical Engineer or Master electrician to perform or supervise the conduct of continuous inspection of all electrical work.

- d) The Contractor shall first obtain approval from the Authority before procurement, or delivery of electrical materials to the site.
- e) The materials and equipment to be furnished shall be standard products of reputable manufacturer engaged in the reproduction of such materials and equipment.
- f) All permits and electrical fees required for this work shall be obtained at the expense of the Contractor. The Contractor shall furnish the Engineer-in-Charge, the final Certificates of Inspections and approval from the authorities after the completion of work. The Contractor shall prepare all as- built plans and all other paper works as required by the enforcing authorities.

Material Requirement

- a) All electro /mechanical works, and equipment under by this Contract shall be furnished and installed by the Contractor.
- b) All materials and equipment to be supplied shall be as shown in the drawings and shall be in accordance with the requirements of these specifications which shall apply to manufacturing, testing and supply of same materials and equipment.
- c) All electro / mechanical materials whether specifically described or not shall be of the best grade and all workmanship shall be of first class in every aspect.
- d) All electro /mechanical equipment and materials supplied shall be suitable in every aspect for operation in a hot tropical climate near the sea and suitable for operation at ambient temperature up to 40° C.
- e) Any materials and equipment found not meeting the requirements of relevant standards, or of these specifications shall be rejected by the Engineer.
- f) All electro / mechanical materials used in this Contract shall meet the requirements described in the electrical plans, or otherwise approved by the Engineer and shall comply with the approved standard.

WIRING METHOD

- a) Wiring in PVC conduits, shall be employed. Detailed installation requirements recommended by the latest edition of the Philippine Electrical Code (PEC).
- b) Conduits shall be continuous from outlet to outlet to panel junction or full boxes and shall enter and be secured to all boxes from point of service to all outlet terminals.
- c) Branch circuits shall be installed as shown in the plans.
- d) Outlet shall be located approximately as shown in the plans and shall be properly positioned where located in the panel work or other special interior finish.
- e) The duplex convenience outlet and other several outlets, special purpose outlet, etc., shall be installed as shown in the plans.
- f) The switches shall be of the flush /tumbler type. It shall be installed as shown in the plans. Switches denotes the no. of gang.

- g) Wires and cables, the material to be furnished and installed shall be of copper wire Heat Resistant Thermoplastic Type "THHN". All conductors shall be rated 600 volts insulation and shall be standard for all sizes.
- h) Lighting fixtures and accessories shall be installed as illustrated in the plans.
- i) Panel board, shall be of the ratings and configurations as shown in the drawings.
- j) Air conditioning system, Ceiling Cassette type acu with inverter has a 4-way air distribution with auto sweep, it can cool an adjacent room using of the 4 way air flow outlets. The fresh air intake device and additional outlet grill can condition the air in an adjoining room using one of its 4 ways airflow side. Ceiling cassette air condition shall furnish and installed including accessories as shown in the drawings.
- k) Kitchen exhaust fan / auxiliary fan shall be installed as shown in the plans
- l) The auxiliary system like, telephone, smoke detector etc., shall be installed as shown in the plans.

Execution

- a) The Contractor shall furnish and install electro /mechanical works as shown in the drawings. A licensed Registered Electrical Engineer or Master Electrician is required to implement the installation of the electrical system.
- b) Electrical installation shall conform to the requirements of Philippine Electrical Code (PEC) and the other approved standards.
- c) The contractor shall install all electrical works with the supervision of the qualified Registered Electrical Engineer (REE) or Master Electrician. All electro/mechanical works installation/ applications regardless of capacity and voltage whether new, addition or revision shall be accompanied by electrical plans signed and sealed by a duly licensed Professional Electrical Engineer (PEE).

WORKMANSHIP

The work throughout shall be executed in the best and most thorough manner under the direction of and at the satisfaction of the Registered Electrical Engineer or Master Electrician, who will interpret the intent meaning of the drawings and specification and shall have the power to reject any work and materials which in his judgement, are not in full accordance therewith.

TESTING OPERATIONS

When the electro / mechanical installation is completed, the Contractor shall test the installed electrical materials and equipment in the presence of Registered Electrical Engineer or Master Electrician. The system shall be free from any defects, shorts or grounds. The Contractor at no extra cost shall furnish all necessary instruments and personnel required for the testing to the Authority.

GUARANTEE

Upon completion and before final acceptance of the work, the Contractor shall furnish the Engineer a written guarantee stating that all works executed are free from defects on materials and workmanship. The guarantee shall be for a period of one year from the

date of the final acceptance. Any work that becomes defective during the said period shall be corrected / replaced by the Contractor at his own expense in a manner satisfactory to the Authority.

AS-BUILT DRAWINGS

Upon completion and before final acceptance of work, the Contractor shall prepare, at his own expense, submit to the Engineer as-built drawings incorporating all approved changes, omissions and/or addition to the contract drawings, six (6) printed copies of as-built drawings together with their reproducible originals at no extra cost to the Authority.

1.22.B.19 Supply and install 2.40m H x 2.033m W mirror at Gym Area

Details and location are shown in the plan.

1.22.B.20 Supply, deliver and install plumbing materials and accessories

Scope of Work

The work covered for this section shall consist of furnishing all labor, tools, equipment, materials and incidentals necessary for the complete installation, testing and operation of the plumbing and sanitary system in accordance with these Specifications and as shown on the drawings or as directed by the Engineer.

Material Requirements

SUBMITTAL

1. The Contractor shall submit his work method statement with necessary shop drawings to the Engineer for approval before the start of the works.

Shop drawings shall be dated and shall contain the name of the project and location of the subject item in the shop drawing which is to be installed.

The Engineer will review and approve or return for correction all shop drawings with reasonable promptness. The Contractor shall make any corrections required and file with the Engineer three (3) corrected copies of the shop drawings.

2. The drawings shall indicate the general arrangement of all pipings, however, where actual conditions necessitate re-arrangement in opinion of the Contractor and/or the Engineer, the Contractor shall prepare and submit to the Engineer for approval, shop drawings of the proposed re-arrangement. Because of the small scale of the drawings, shop drawings to indicate all offsets, fittings and accessories shall be prepared. The Contractor shall carefully examine the drawings and shall carefully investigate actual structural and finish conditions affecting all his work.
3. The Contractor shall be responsible for the proper fitting of materials, equipment and accessories without substantial alteration and at no cost to the Employer.
4. The Contractor shall be responsible for the proper coordination of the work and shall provide all necessary clearance where necessary.

STANDARDS

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

MATERIALS

1. Identification of Materials

Each length of pipe, fittings, traps, fixtures and devices used in the plumbing work shall have cast, stamped or indelibly marked on it, the approved manufacturer's trademark or name, the weight, type and class of product when so required by the standards mentioned above.

2. Alternative Materials

Use of any material not specified in this Specification may be allowed provided such alternate has been approved by the Engineer and provided further that a test, if required, shall be done by an approved agency in accordance with generally accepted standards.

3. Jointing Material

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

4. Water Supply Pipes

Water supply pipes shall be polypropylene random-80 (PPR-80) pipes PN 20 conforming to DIN Standards DIN 1988/DIN 8078, German made. Jointing shall be fusion welded.

5. Cleanouts, Plugs and Tee

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

6. Pipe Sleeves

Pipe sleeves shall be installed and properly secured in place at all points where pipes passes through masonry or concrete. Pipe sleeves shall be uPVC pipe, Schedule 40.

7. Downspout

All downspout shall be unplasticized polyvinyl chloride (uPVC) pipe class DWV conforming to ASTM D2729 or ASTM D1784 for sanitary pipes, Series 1000.

8. Splash Block

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

9. Roof Strainers

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

10. Shower, Floor and Urinal Drain

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

11. Pipe hangers, Inserts and Support

- a. Pipe hangers shall be wrought iron, malleable iron pipe hangers spaced not over 1.5meters apart for uPVC pipes and 3.0meters apart for iron pipes. Chain straps, perforated bars or wire hangers will not be permitted.

Hangers shall have short tumbuckles or other approved means of adjustment. Tumbuckles may be omitted on hangers where space does not permit their use. Trapeze hangers may be used in lieu of separate hangers for pipes running parallel to each other and close together.

- b. Inserts shall be of cast iron or cast steel and shall be of a type to receive a machine bolt head or nut after installation.
- c. Wrought iron clamps or collars shall be used to support vertical runs of pipes.

12. Unions

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

13. Valves

Valves shall be cast bronze or brass body. Chrome plated finish for all fixture taps and faucets and natural finish for all others, like hose bibbs, gate valves and which are not tapped directly to a plumbing fixture. Concrete valve boxes shall be installed where required and will be of sufficient size for operating the valve.

14. Fixtures**a. Water Closets**

All water closets for toilets as shown on the drawings shall be TANK TYPE, white with complete fittings and mounting accessories.

b. Lavatories**b. 1. Lavatory (Wall Hung)**

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

b. 2. Lavatory (Countertop Lavatory)

Shall be vitreous china, oval or round shaped countertop lavatory with front overflow hole, complete with faucet, supply valve and fittings with P-trap. Fitting ledge suitable for single hole on center.

c. Urinals

c. 1. Urinals for all comfort buildings shall be built-in urinal trough as shown on the drawings.

c. 2. Urinals shall be vitreous china, wall-hung washout urinal, flushing rim, integral trap, 19mm top and shall be provided with water saving flush system.

d. Service Sinks

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

e. Slop Sinks

Slop sink shall be concrete in ceramic tile finish with concealed hanger and faucet, as specified in plan.

Hose bibb shall be of brass finish.

f. Soap Holder

Soap holder and toilet paper holder shall be vitreous china, wall mounted. All toilet/bath rooms will be provided with soap holder, toilet paper holder and chrome plated towel racks.

g. Faucet for lavatory

Faucet for lavatory shall be in chrome-finish.

h. Grab Bar

Grab bar shall be tubular stainless steel, 50mmØ or as specified in the drawings.

i. Bidet Spray Combination

Installed in every cubicle near on the water closet, colored white or its equivalent

Execution

All installation works shall be in conformity with the National Plumbing Code of the Philippines (NPCP).

INSTALLATION OF WATER PIPES, FITTINGS AND CONNECTIONS

1. Gate Valves and Outlets

Gate valves shall be installed close to the point of connection to the existing service line outside the building. The piping shall be extended to all fixture outlets and equipment from the gate valves. Outlets where indicated shall be capped or plugged and left ready for future connections.

2. Mains, Branches and Runouts

All runs of piping shall be installed as shown on the drawings. The piping shall be cut accurately to measurements, and installed at the building site by the Contractor and shall be worked into place without springing or forcing. Care shall be taken not to weaken the structural portions of the buildings.

All pipes above ground shall be run parallel with the lines of the building unless otherwise shown on the drawings. Branch pipes from service lines may be taken off on top of mains, bottom of mains or side of mains, using such cross over fittings as may be required by structural or installation conditions.

All service pipes, valves and fittings shall be kept at sufficient distance from the other work to permit finished covering not less than 6.5mm from such other work and not less than 13mm between finished covering on different services. No water piping shall be buried in floors unless specifically indicated on the drawings or approved. Changes in pipe sizes shall be made with reducing fittings.

The use of long screws and bushings is prohibited.

3. Joints

Joints and connections in the plumbing system shall be gas-tight and watertight for the pressures required by test.

After cutting and before threading all pipes shall be reamed and shall have burrs removed. All screwed joints shall be applied with an approved graphite compound or TEFLON tape to facilitate connections. Threads shall be full cut and not more than three threads on the pipe shall remain

exposed.

Caulking of threaded joints or top to prevent leaks shall not be permitted.

Unions shall be provided where required for disconnection. Threaded swing bolts shall be used for branch connections to risers and mains.

4. Unions

Where required unions shall not be concealed in walls, ceilings or partitions.

5. Tests

The following tests shall be conducted by the Contractor at his expense under the supervision of the Engineer.

a. Tests for Drainage and Venting System

The entire drainage and venting system shall have necessary openings plugged to permit the entire system to be filled with water to the level of the highest vent stack above the roof. The system shall hold the water for 30 minutes with a drop not greater than 100mm.

b. Sterilization

The entire water supply piping system shall be sterilized with a solution containing not less than fifty (50) parts per million of available chlorine, either liquid chlorine or a solution of sodium hypochlorite. The sterilizing solution shall remain in the system for a period of not less than 8 hours during which time all valves and faucets shall be opened and closed several times. After sterilization, the solution shall be flushed from the system with clean water until the residual chloride content is not more than 0.2 parts per million.

c. Pressure Test for Water Lines

1. After the pipe have been installed, the joints completed and with joints exposed for examination, all newly installed pipe or any valve section, thereof, shall be subjected to hydrostatic pressure one and one half (1½) the designed working pressure of the system or as specified by the Engineer.
2. The duration of each pressure test shall be at least 20 minutes unless otherwise specified by the Engineer.
3. Each section of pipeline shall be slowly filled with water and the specified test pressure, measured at the point of lowest elevation, shall be applied by means of a pump connected to the pipe in a manner satisfactory to the Engineer. During the filling of the pipe and before applying the test pressure, all air shall be expelled from the pipeline. To accomplish this, tap shall be made if necessary, at the highest point of the pipe

under test and after completion of the test, the taps shall be tightly plugged unless otherwise specified. During the test, all exposed pipes, fittings, valves, joint and couplings will be carefully examined. If found to be cracked or defective, they shall be removed and replaced by the Contractor with sound materials at his expense. The test shall then be repeated until satisfactory results are obtained.

d. Leakage Test for Water Lines

1. Leakage test shall be conducted after satisfactory completion of the pressure test and shall consist of an examination of all exposed joints for leakage as well as an overall leakage test of the completed pipeline.
2. The pressure to be maintained during the test shall be the designed working pressure of the system.
3. Leakage test shall be made only after a minimum of 24 hours after the pipe to be tested has been filled with water.
4. The duration of each leakage test shall be two hours unless otherwise specified by the Engineer.
5. Each section of pipeline shall be slowly filled with water and the specified test pressure, measured at the point of lowest elevation shall be applied by means of a positive displacement type pump and reservoir connected to the pipe in a manner satisfactory to the Engineer.
6. Before starting the leakage test, all air shall be expelled from the pipe. All exposed pipes, fittings, valves and joints shall be examined for leakage during the test.
7. Allowable leakage rate per 100 joints per inch of Pipe Diameter at Pressure Stipulated.

PRESSURE		LEAKAGE RATE	
psi	kg/cm ²	liters/hr.	liters/2 hrs.
50	3.50	1.45	2.90
75	5.30	1.75	3.50
100	7.00	2.05	4.10
125	8.80	2.30	4.60
150	10.50	2.50	5.00
200	14.00	2.90	5.80

e. Defective Work

1. If the inspection or test shows any defect, such defective work or material shall be replaced and the test shall be repeated until satisfactory to the Engineer.
2. All repairs to piping shall be made with new materials at the expense of the Contractor.
3. No caulking of screwed joints or holes will be accepted.

ASSEMBLY, INSTALLATION AND CONNECTION OF FIXTURES

Fixtures shall be supported and fastened in a satisfactory manner. Where secured to concrete or masonry work walls, fixtures and equipment shall be fastened with brass bolts or machine screws in lead-sleeve type anchorage units or with brass expansion bolts. Expansion bolts shall enter 7.5 cm into solid concrete or masonry works and shall be fitted with loose tubing or sleeves of proper length to bring expansion sleeves into the solid concrete masonry walls.

Where wood screws are used, screws shall go into solid pieces set between studs. Where through-bolts are used, bolts shall be provided with plates or washers at back set, so that they will be concealed by plaster. Bolts and nuts shall be hexagonal and exposed nuts, cap nuts, and screw heads shall be provided with chromium plated brass washers.

PROTECTION OF FIXTURES

Pipe openings shall be closed with caps or plugs during installation. Fixtures shall be tightly covered and protected against dirt, water and chemical injury. At the completion of all works, all fixtures shall be thoroughly cleaned and delivered in a condition satisfactory to the Engineer.

FIXTURES AND FASTENING

All fixtures shall be supported and fastened in a satisfactory manner as follows:

1. Where secured to concrete or concrete hollow block walls, they shall be fastened with one quarter inch brass bolts with twenty threads to the inch and of sufficient length to extend at least 7.5 cm into solid concrete or hollow block work, fitted with loose tubing or sleeve insert and shall be securely anchored and installed flush with the finished wall and shall be completely concealed when the fixtures are installed.
2. Where through-bolts are used, they shall be provided with plates or washers back set so that heads, nuts and washers will be concealed by plaster. Bolts and nuts shall be hexagonal. Exposed bolts, nuts, capnuts and screw heads shall be provided with chromium plated brass washers.

GUARANTEE

Upon completion and before final acceptance of the equipment installation, the Contractor shall furnish the Engineer a written guarantee stating that all equipment installed under this Section free from defects. The guarantee shall be for a period of one (1) year from the date of final acceptance of the work. Any part of the equipment that becomes defective during the term of the guarantee shall be replaced, renewed and/or made good by the Contractor, at his own expense and in a manner satisfactory to the Engineer.

Guarantees made by the approved manufacturers or suppliers beyond one year, shall be transferred to PPA without any expense on his part.

CLEANING UP

Upon completion of the work, all parts of the installation shall be thoroughly cleaned of grease, metal cuttings and sludge which may have accumulated during the testing operation.

PLUMBING, FIXTURES AND TOILET ACCESSORIES INSTALLATION

All installation works shall be as shown on the drawings and shall conform to the applicable standards set forth by the Philippine National Plumbing Code. All fixtures shall be fastened and/or supported in accordance with the given requirements.

SECTION VII

PROJECT DRAWINGS

SECTION VII

PROJECT DRAWINGS

(SEE ISSUED APPROVED PLANS)

LIST OF DRAWINGS:

ARCHITECTURAL

- | | |
|------------|---|
| A-01 of 06 | Perspectives |
| A-02 of 06 | Table of Contents, Vicinity Map, Location Plan |
| A-03 of 06 | Site Setting-Out and Finishes Plan, Floor Plan and Furniture Layout, Floor Pattern Layout, Sections, Blow-up Detail, Schedule of Finishes |
| A-04 of 06 | Blow-up Plans and Elevations |
| A-05 of 06 | Reflected Ceiling Plan, Lighting and Switch Layout, Power and Auxiliary Layout, Ceiling and Cove Details, Wood Slats Ceiling, Legends and Notes |
| A-05 of 06 | Schedule of Doors and Windows, Blow-up Plans and Details, Wall Type Details, Floor Details, Baseboard Detail, Door Trim and Baseboard Detail |

ELECTRICAL

- | | |
|------------|---|
| E-01 of 01 | Lighting Layout Plan, Power and Auxiliary Layout Plan, General Notes and Legends, Schedule of Load, Riser Diagram |
|------------|---|

MECHANICAL

- | | |
|-------------|---|
| ME-01 of 01 | Air Condition Layout Plan, Equipment Schedule, Legend |
|-------------|---|

PLUMBING

- | | |
|------------|--|
| P-01 of 01 | General Notes, Schedule of Pipe (Sewer Line), Schedule of Pipe (Water Line), Sewer Line Layout Plan, Water Line Layout Plan, Sewer Line Isometric Layout Plan, Water Line Isometric Layout Plan, Cleanout Detail, Air Chamber Detail |
|------------|--|

SECTION VIII

BILL OF QUANTITIES
and
ATTACHMENTS

BILL OF QUANTITIES

PROPOSED RENOVATION OF PPA EXECUTIVE LOUNGE AND GYM

PPA Corporate Bldg, South Harbor, Port Area, Manila



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	Provide Construction Safety and Health Program in the execution of the project	mo.	3		
TOTAL FOR BILL NO. 1					



BILL OF QUANTITIES
PROPOSED RENOVATION OF PPA EXECUTIVE LOUNGE AND GYM
PPA Corporate Bldg, South Harbor, Port Area, Manila

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 2	REMOVAL & DISPOSAL WORKS				
2.01	Remove and dispose existing vinyl floor tiles as directed by the Engineer	sq.m.	229		
2.02	Remove existing ceiling including electrical materials and turn-over to the Authority	sq.m.	229		
2.03	Remove existing wall partitions, doors and turn-over to the Authority	sq.m.	425		
2.04	Remove existing glass doors with fixed sidings and turn-over to the Authority	sq.m.	11		
2.05	Remove existing panel partition and turn-over to the Authority	sq.m.	30		
2.06	Remove existing window sunscreen & accessories and turn-over to the Authority	sq.m.	10		
2.07	Remove existing counter, cabinet and plumbing fixtures	sq.m.	16		
2.08	Remove existing air conditioning units and turn-over to the Authority	set	5		
TOTAL FOR BILL NO. 2					

BILL OF QUANTITIES

PROPOSED RENOVATION OF PPA EXECUTIVE LOUNGE AND GYM

PPA Corporate Bldg. South Harbor, Port Area, Manila



NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 3	PPA EXECUTIVE LOUNGE AND GYM				
3.01	Supply and install 100mm thk gypsum board drywall including light steel metal furring and accessories	sq.m.	236		
3.02	Supply and apply latex satin paint finish (2 coats)	sq.m.	119		
3.03	Supply and install wall paper at lounge area	sq.m.	34		
3.04	Supply and install (1" x 4"x 20') walnut wood border	l.m.	94		
3.05	Supply and install (1"x 4" x 8') walnut baseboard	l.m.	40		
3.06	Supply and install grooved wall panel in walnut wood in laminate finish	sq.m	6		
3.07	Supply and install 200mm x 1,200mm x 12mm thk walnut wood tiles	sq.m	4		
3.08	Supply and install 600mm x 600mm x 12mm thk terrazo cream design homogeneous tiles	sq.m.	7		
3.09	Supply and install 900mm x 900mm x 12mm thk beige ceramic tiles	sq.m.	21		
3.10	Supply and install rubber tiles at gym area	sq.m.	93		
3.11	Supply and install moisture gypsum board ceiling	sq.m.	122		
3.12	Supply and install concealed grid acoustic ceiling system	sq.m.	21		

BILL OF QUANTITIES

PROPOSED RENOVATION OF PPA EXECUTIVE LOUNGE AND GYM

PPA Corporate Bldg, South Harbor, Port Area, Manila



NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
3.13	Supply and install blowwood timber ceiling system	sq.m.	105		
3.14	Supply and install acoustic insulation	sq.m.	32		
3.15	Supply and install acoustic panel at Gym area	sq.m.	28		
3.16	Supply and install fabricated glass doors and partitions including metal frames and accessories	lot	1		
3.17	Supply and install herringbone thin weave 100% abaca fiber carpet (2.74m x 3.65m)	sq.m.	10		
3.18	Supply, deliver and install electro/mechanical materials and accessories	lot	1		
3.19	Supply and install 2.40m H x 2.033m W mirror at Gym area	set	2		
3.20	Supply, deliver and instal plumbing materials and accessories.	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 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

REMOVAL AND DISPOSAL WORKS

Item 2.01 Remove and dispose existing vinyl floor tiles as directed by the Engineer

The quantity to be paid for shall be the actual area in square meter of existing vinyl floor tiles, removed and disposed 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 2.02 Remove existing ceiling including electrical materials and turn-over to the Authority

The quantity to be paid for shall be the actual area in square meter of existing ceiling including electrical materials, removed and turned over to the Authority 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.

Item 2.03 Remove existing wall partitions, doors and turn-over to the Authority

The quantity to be paid for shall be the actual area in square meter of existing wall partitions and doors, removed and turned over to the Authority 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.

Item 2.04 Remove existing glass doors with fixed sidings and turn-over to the Authority

The quantity to be paid for shall be the actual area in square meter of existing glass doors with fixed sidings, removed and turned over to the Authority 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.

Item 2.05 Remove existing panel partition and turn-over to the Authority

The quantity to be paid for shall be the actual area in square meter of existing panel partition, removed and turned over to the Authority 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.

Item 2.06 Remove existing window sunscreen and accessories and turn-over to the Authority

The quantity to be paid for shall be the actual area in square meter of existing window sunscreen and accessories, removed and turned over to the Authority 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.

Item 2.07 Remove existing counter, cabinet and plumbing fixtures

The quantity to be paid for shall be the actual area in square meter of existing counter, cabinet and plumbing fixtures, removed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete.

Item 2.08 Remove existing air conditioning units and turn-over to the Authority

The quantity to be paid for shall be the actual area in square meter of air conditioning units, removed and turned over to the Authority 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.

BILL NO. 3

PPA EXECUTIVE LOUNGE AND GYM

Item 3.01 Supply and install 100mm thk. gypsum board drywall including light steel metal furring and accessories

The quantity to be paid for shall be the actual area in square meter of 100mm thk. gypsum board drywall including light steel metal furring and accessories to be 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 3.02 Supply and apply latex satin paint finish (2 coats)

The quantity to be paid for shall be the actual area in square meter of latex satin paint finish to be supplied and applied 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 3.03 Supply and Install wall paper at lounge area

The quantity to be paid for shall be the actual area in square meter of wall paper at lounge area to be 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 3.04 Supply and Install (1"x4"20') walnut wood border

The quantity to be paid for shall be the actual length in linear meter of walnut wood border (1"x4"20') to be 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 3.05 Supply and Install (1"x4"8') walnut baseboard

The quantity to be paid for shall be the actual length in linear meter of walnut baseboard (1"x4"8'), 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 3.06 Supply and Install grooved wall panel in walnut wood in laminate finish

The quantity to be paid for shall be the actual area in square meter of grooved wall panel in walnut wood in laminate finish, 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 3.07 Supply and install 200mm x1,200mm x 12mm thk walnut wood tiles

The quantity to be paid for shall be the actual area in square meter of 200mm x1,200mm x 12mm thk walnut wood tiles, 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 3.08 Supply and install 600mm x 600mm x 12mm thk terrazzo cream design homogenous tiles

The quantity to be paid for shall be the actual area in square meter of 600mm x 600mm x 12mm thk terrazzo cream design homogenous tiles to be 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 3.09 Supply and install 900mm x 900mm x 12mm thk beige ceramic tiles

The quantity to be paid for shall be the actual area in square meter of 900mm x 900mm x 12mm thk beige ceramic tiles to be 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 3.10 Supply and install rubber tiles at gym area

The quantity to be paid for shall be the actual area in square meter of rubber tiles at gym area, 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 3.11 Supply and install moisture gypsum board ceiling

The quantity to be paid for shall be the actual area in square meter of moisture gypsum board ceiling, 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 3.12 Supply and install concealed grid acoustic ceiling system

The quantity to be paid for shall be the actual area in square meter of concealed grid acoustic ceiling system, 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 3.13 Supply and install biowood timber ceiling system

The quantity to be paid for shall be the actual area in square meter of biowood timber ceiling system, 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 3.14 Supply and install acoustic insulation

The quantity to be paid for shall be the actual area in square meter of acoustic insulation, 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 3.15 Supply and install acoustic panel at gym area

The quantity to be paid for shall be the actual area in square meter of acoustic panel at gym area, 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 3.16 Supply and install fabricated glass doors and partitions including metal frames and accessories

The quantity to be paid for shall be the actual quantity in lot of fabricated glass doors and partitions including metal frames and accessories, 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 3.17 Supply and install herringbone thin weave 100% abaca fiber carpet (2.74m x 3.65m)

The quantity to be paid for shall be the actual area in square meter of herringbone thin weave 100% abaca fiber carpet (2.74m x 3.65m), 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 3.18 Supply, deliver and install electro/mechanical materials and accessories

The quantity to be paid for shall be the actual quantity in lot of electro/mechanical materials and accessories, 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 3.19 Supply and install 2.40m H x 2.033m W mirror at Gym Area

The quantity to be paid for shall be the actual quantity in set of 2.40m H x 2.033m W mirror, supplied and installed at Gym Area 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 3.20 Supply, deliver and install plumbing materials and accessories

The quantity to be paid for shall be the actual quantity in lot of plumbing materials and accessories, 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.

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:

LABOR

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

EQUIPMENT / MATERIALS

Personnel Protective Equipment

- | | | |
|---|------|--------------|
| 2 | pcs. | Hard Hats |
| 2 | pcs. | Gloves |
| 2 | pcs. | Goggles |
| 2 | pcs. | Safety Shoes |

Medical and First Aid System - For three (3) 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 Renovation of PPA Executive Lounge and Gym, PPA Corporate Building, South Harbor, Port Area, Manila;**
- (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	P
2	Removal and Disposal Works	
3	PPA Executive Lounge and Gym	
	TOTAL AMOUNT OF BID (including VAT)	P

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 Renovation of PPA Executive Lounge and Gym, PPA Corporate Building, South Harbor, Port Area, Manila 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	Escalated Value to Present Prices 4]				Planned	Actual	Start	Completed
A) Government Contracts i. On-going ii. Awarded but not yet started B) Private Contracts i. On-going ii. Awarded but not yet started													

NOTE:

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

This Statement shall be supported by:

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

Name of Firm/Applicant

Authorized Signing Official

Date

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

Name of the Contract or Title Of the Project	Owner's Name and Address	Nature/Scope of Work	Contractor's Role and Percentage Of Participation	Total Contract Value At		Date of Award	Value of Outstanding Works	Contract Duration	
				Award	Completion			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				Unit of Measure	Quantity
			Title of the Project	Title of the Project	Title of the Project	Title of the Project		
Construction of 1-storey office building with: 1. Floor Area	sq.m.	115						

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

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

Name of Firm/Applicant

Authorized Signing Official

Date

(Revised Form : September 2012)

FINANCIAL DATA

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

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

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

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

NFCC = _____

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

Name of Firm/Applicant

Authorized Signing Official

Date: _____

NOTES:

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

LIST OF CONTRACTOR'S PERSONNEL

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

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

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

Name of Firm/Applicant

Authorized Signing Official

Date

REVISED FORM (September 2012)

LIST OF CONTRACTOR'S EQUIPMENT UNITS

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

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

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

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

Name of Firm/Applicant

Authorized Signing Official

Date

REVISED FORM (January 2011)

OMNIBUS SWORN STATEMENT FOR SOLE PROPRIETORSHIP

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

AFFIDAVIT

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

1. I am the sole proprietor or authorized representative of (Name of Bidder) with office address at _____:
2. As the owner and sole proprietor or authorized representative of (Name of Bidder), I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for (Name of Project) of the Philippine Ports Authority, (as shown in the attached duly notarized "Special Power of Attorney" for the authorized representative);
3. (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. (Name of Bidder) is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. The owner or sole proprietor is not related to the Head of Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management office or the end – user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. (Name of Bidder) complies with existing labor laws and standards; and
8. (Name of Bidder) is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Document:
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the *Proposed Renovation of PPA Executive Lounge and Gym, PPA Corporate Building, South Harbor, Port Area, Manila*.

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

A F F I D A V I T

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 contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the *Proposed Renovation of PPA Executive Lounge and Gym, PPA Corporate Building, South Harbor, Port Area, Manila*.

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 contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the *Proposed Renovation of PPA Executive Lounge and Gym, PPA Corporate Building, South Harbor, Port Area, Manila*.

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. REMOVAL AND DISPOSAL WORKS

1. Remove and dispose existing vinyl floor tiles as directed by the Engineer
2. Remove existing ceiling including electrical materials and turn-over to the Authority
3. Remove existing wall partitions, doors and turn-over to the Authority
4. Remove existing glass doors with fixed sidings and turn-over to the Authority
5. Remove existing panel partition and turn-over to the Authority
6. Remove existing window sunscreen and accessories and turn-over to the Authority
7. Remove existing counter, cabinet and plumbing fixtures
8. Remove existing air conditioning units and turn-over to the Authority

B. PPA EXECUTIVE LOUNGE AND GYM

1. Supply and install 100mm thk. gypsum board drywall including light steel metal furring and accessories
2. Supply and apply latex satin paint finish (2 coats)
3. Supply and install wall paper at lounge area
4. Supply and install (1"x4"20') walnut wood border
5. Supply and install (1"x4"8') walnut baseboard
6. Supply and install grooved wall panel in walnut wood in laminate finish
7. Supply and install 200mm x 1,200mm x 12mm thk walnut wood tiles
8. Supply and install 600mm x 600mm x 12mm thk terrazzo cream design homogenous tiles
9. Supply and install 900mm x 900mm x 12mm thk beige ceramic tiles
10. Supply and install rubber tiles at gym area
11. Supply and install moisture gypsum board ceiling
12. Supply and install concealed grid acoustic ceiling system
13. Supply and install biowood timber ceiling system
14. Supply and install acoustic insulation
15. Supply and install acoustic panel at gym area
16. Supply and install fabricated glass doors and partitions including metal frames and accessories
17. Supply and install herringbone thin weave 100% abaca fiber carpet (2.74m x 3.65m)
18. Supply, deliver and install electro/mechanical materials and accessories
19. Supply and install 2.40m H x 2.033m W mirror at Gym Area
20. Supply, deliver and install plumbing materials and accessories

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
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 : _____

[illegible]

Signature
(Authorized Signing Official)

CASHFLOW BY QUARTER AND PAYMENT SCHEDULE

Name of Project: : _____

Proposed Project Description : _____

Location : _____

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

NOTES

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

Signature
(Authorized Signing Official)

SECTION X
CONTRACT FORM

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

C O N T R A C T
FOR THE PROPOSED RENOVATION OF PPA EXECUTIVE LOUNGE AND GYM
PPA CORPORATE BUILDING, SOUTH HARBOR, PORT AREA, MANILA

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**"

W I T N E S S E T H:

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 Renovation of PPA Executive Lounge and Gym, PPA Corporate Building, South Harbor, Port Area, Manila*;

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 _____ (P _____), 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 _____ (P _____), after submission of the required documents within the prescribed period and compliance to the conditions stipulated in the IRR;

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

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

ARTICLE I

CONTRACT DOCUMENTS

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

- a. Contract Agreement
- b. Bidding Documents
- c. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals and all other documents / statements submitted
- d. Performance Security
- e. Notice of Award of Contract; and
- f. Other contract documents that may be required by existing laws and the PPA such as:
 - (1) Construction Schedule and S-Curve
 - (2) Manpower Schedule
 - (3) Construction Methods
 - (4) Equipment Utilization Schedule
 - (5) Construction Safety and Health Program approved by the DOLE
 - (6) Pert / CPM
 - (7) Duly Approved Program of Work and Cost Estimates
 - (8) Certificate of Availability of Funds
 - (9) Abstract of Bids
 - (10) Resolution of Award

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

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

ARTICLE II

CONTRACTOR'S UNDERTAKING SCOPE OF WORK

2.01 The CONTRACTOR, in consideration of the payment to be made by the PPA to the CONTRACTOR, as stated in the Contract Documents and this Contract, the latter hereby covenants to execute and complete the *Proposed Renovation of PPA Executive Lounge and Gym, PPA Corporate Building, South Harbor, Port Area, Manila*; in conformity in all respects with the provisions of this Contract, as follows:

=====	
ITEMS	TOTAL AMOUNT
=====	
1. General Expenses	P
2. Removal and Disposal Works	P
3. PPA Executive Lounge and Gym	P
TOTAL AMOUNT	P

2.02 The CONTRACTOR agrees to commence, perform and complete the work called for and defined in this Contract at its sole cost and expense, and to fully and faithfully furnish all materials, tools, labor supplies, equipment, services and superintendence for the implementation of this Contract in accordance with the schedule in the Contract Documents forming integral parts of this Contract.

2.03 The CONTRACTOR guarantees, among others, that all tools, equipment, machineries, instruments, accessories and materials it will supply or deliver or install and/or use in the construction and workmanship of all his work under the Contract, shall be brand new and in accordance with the Contract Documents.

2.04 The CONTRACTOR recognizes the position of trust and confidence reposed in it under this Contract, and agrees to perform its obligations hereunder in the most efficient and competent manner, use its skill and good judgment, always set in good faith, and carry out the execution of this Contract in the most sound, expeditious and economical manner consistent with the interest of the PPA.

ARTICLE III

CONSIDERATION

3.01 For and in consideration of the full, satisfactory and faithful performance by the CONTRACTOR of all its undertakings defined in and provided for under this Contract and Contract Documents, the PPA agrees to pay the CONTRACTOR the total amount not exceeding _____ (P _____),

Philippine Currency, inclusive of the 12% value added tax, payment to be made and computed on the basis of final quantities at the unit bid price for each item of work actually performed and finished for each pay item as determined and accepted by PPA and in the manner set forth in the Contract Documents, as full compensation for everything furnished and done by the CONTRACTOR under this Contract, including all works required but not specifically mentioned, and also for all losses and damages to the CONTRACTOR arising out of the work aforesaid, from the action of the elements, or from any obstruction or difficulty encountered in the prosecution of this Contract, for all expenses incurred by or in consequence of the suspension or discontinuance of the contract herein specified and for faithfully completing the contract and the whole thereof, at the time and in the manner provided in the Contract Documents.

It is agreed and understood that all bid prices specified in this contract shall be considered as fixed prices, and therefore not subject to price adjustment and escalation during the contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB) or when a Treaty or International or Executive Agreement Expressly allows it. Any request for price escalation under extraordinary circumstances shall be submitted by PPA to the National Economic and Development Authority (NEDA). Extraordinary circumstances shall refer to events that may be determined by the NEDA in accordance with the Civil Code of the Philippines and upon recommendation of the PPA.

3.02 Final and full payment of the consideration herein above-mentioned shall be upon full completion of the project and fulfillment by the CONTRACTOR of all the terms and conditions set forth in this Contract.

However, it is agreed that no payment or payments made under this Contract, except the final payment upon issuance of Certificate of Completion and Acceptance, shall be understood as performance of this Contract, either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper implementation thereof.

3.03 Any payment due and payable to the CONTRACTOR may be set off against liquidated damages payable to the PPA by the CONTRACTOR under this Contract.

3.04 It is likewise understood that the CONTRACTOR shall show proof evidencing payments by the CONTRACTOR of labor, materials, supplies, insurance premiums, etc., used in the work, before any payment is made to it.

For this purpose, the CONTRACTOR shall, before payment is made on the works accomplished, submit an affidavit certifying to the fact of payments of said labor, materials, supplies, equipment, insurance premiums, etc.

3.05 All payments shall be subject to existing government accounting and auditing rules and regulations.

3.06 Progress payments are subject to retention of ten percent (10%) referred to as the "retention money". Such retention shall be based on the total amount due to the contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of works, as determined by the PPA are completed. If, after fifty percent (50%) completion, the work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed.

3.07 The total "retention money" shall be due for release upon final acceptance of the works. The CONTRACTOR may, however, request for the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a Universal or Commercial Bank, of amounts equivalent to the retention money substituted for and acceptable to PPA, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten percent (10%) retention shall be made. Said irrevocable standby letters of credit to be posted in favor of PPA shall be valid for a duration to be determined by PPA and will answer for the purpose for which the ten percent (10%) retention is intended, i.e., to cover uncorrected discovered defects and third party liabilities.

ARTICLE IV

PERFORMANCE SECURITY

4.01 To guarantee the faithful performance of the CONTRACTOR of its obligations under this Contract, it shall post prior to the signing of the Contract a performance security in the form of irrevocable letter of credit issued by a Universal or Commercial Bank, and acceptable to PPA or a combination thereof as may be required by PPA, in accordance with the following schedule:

- | | | |
|-----------|--|--|
| a. | Irrevocable,
letter of credit issued by a Universal or
Commercial Bank | - Ten Percent (10%) of the total
contract price |
| b. | any combination of the foregoing | - Proportionate to share of form with
respect to total amount of security |

4.02 This performance security shall be denominated in Philippine Pesos and posted in favor of PPA, and shall be forfeited in favor of PPA in the event it is established that the CONTRACTOR is in default in any of its obligations under this Contract.

4.03 Subject to the conditions of the Contract, the performance security may be released by PPA after the issuance of the Certificate of Acceptance of the project, provided that PPA has no claims filed against the CONTRACTOR or the surety company and there are no claims for labor and materials filed against the contractor.

4.04 The CONTRACTOR shall post an additional performance security following the schedule above to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements as the case may be. The CONTRACTOR shall cause the extension of the validity of the performance security to cover approved contract time extensions.

4.05 In case of a reduction in the contract value or for partially completed works under this contract which are usable and accepted by PPA, and the use of which in the judgment of PPA shall not affect the structural integrity of the entire project, PPA may allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

ARTICLE V

COMPLETION TIME: LIQUIDATED DAMAGES

5.01 The CONTRACTOR agrees and obligates itself to perform and complete all works provided for in this Contract within _____ calendar days (including Sundays and Holidays), reckoned not later than seven (7) calendar days from issuance of the Notice to Proceed. Notice to Proceed shall be issued after this Contract has been signed by the Parties hereof.

5.02 Time is of the essence of this Contract. Should the CONTRACTOR refuse or fail to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the CONTRACTOR shall pay the PPA for liquidated damages, and not by way of penalty, an amount as provided in the conditions of contract, equal to at least one-tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for everyday of delay.

5.03 The project or a portion thereof may be deemed usable when it starts to provide the desired benefits as certified by the Facilities Construction and Maintenance Department of PPA.

5.04 It is understood that the damages herein provided are fixed and agreed liquidated damages and to be entitled to such damages, PPA does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the CONTRACTOR under the contract and/or collect such liquidated damages from the retention money or other securities posted by the CONTRACTOR, whichever is convenient to PPA.

5.05 In case that the delay in the completion of the work exceed a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the CONTRACTOR, PPA may rescind the contract, forfeit the CONTRACTOR's performance security and take over the prosecution of the project or award the same to a qualified contractor through negotiated contract.

5.06 In no case, however, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the contract shall automatically be taken over by PPA or award the same to a qualified contractor through negotiation and the erring CONTRACTOR's performance security shall be forfeited. The amount of the forfeited performance security shall be aside from the amount of the liquidated damages that the CONTRACTOR shall pay PPA under Section 5.02 hereof and impose other appropriate sanctions.

ARTICLE VI

EXTENSION OF CONTRACT TIME

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

extend the contract time for completing the contract work when, in PPA's opinion, the findings of facts justify an extension.

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

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

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

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

ARTICLE VII

ENTIRE CONTRACT

7.01 Provisions to the contrary notwithstanding, it is agreed that this is an entire contract for one whole complete work and that partial payments on account by the PPA or the use of parts of the work or equivalent shall not constitute an acceptance of any part of the work before its entire completion and final acceptance in writing by the PPA.

ARTICLE VIII

CONTRACTOR'S LIABILITY

8.01 The Parties, likewise, hereby agree that the employees of the CONTRACTOR are not employees of the PPA; hence, the PPA shall not in any way be liable or responsible for any personal injury or damages including death sustained or caused by any of the employees of the CONTRACTOR and/or his sub-contractor or agent or supplier whether or not occurring during the performance of their duties. The CONTRACTOR agrees and binds itself to indemnify the PPA for whatever injuries or damages caused or occasioned or contributed to by the failure, negligence or conduct of the CONTRACTOR and/or its employees, sub- contractors, agent and supplier or consultants arising out of or in connection with or on the occasion of the performance of this Contract. The CONTRACTOR shall, at all times, stand solely liable and/or responsible for the enforcement of, and compliance with all existing laws, rules and regulations and binds itself to save and hold the PPA free and harmless from

any and all liability in respect thereof and/or arising therefrom and/or by reason of this Contract and its implementation.

ARTICLE IX

RESPONSIBILITY OF THE CONTRACTOR

9.01 The CONTRACTOR shall assume full responsibility for the entire contract work until its final acceptance by the PPA and shall be held responsible for any damage or destruction of works until such final acceptance.

9.02 The CONTRACTOR shall be fully 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.

9.03 Any actionable act or acts of _____ arising out of or in the course of this Contract shall be understood and binding as an act of _____ and vice-versa.

ARTICLE X

INSPECTION AND CONSTRUCTION OF CONTRACT WORK

10.01 Inspection of the contract work shall be made by the PPA while such contract work is in progress to ascertain that the completed works or stages comply in all respects, with the standards and requirements set forth in the Contract Documents. Notwithstanding such inspection, the CONTRACTOR shall be held responsible for the acceptability of the finished works. The CONTRACTOR shall promptly correct all works determined by the PPA as failing to meet requirements, at CONTRACTOR's own expense.

ARTICLE XI

NON-ASSIGNMENT AND NO SUBCONTRACT

11.01 The CONTRACTOR shall not, without the written approval of the PPA, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contract or any other disposition, shall be sufficient ground for the PPA to terminate or cancel this Contract *motu proprio* without need of judicial action pursuant to Section 19.04 hereof. Should the PPA give its written approval, such consent shall not relieve the CONTRACTOR of its responsibilities under the Contract. The CONTRACTOR shall ensure that the terms and conditions of 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:

Marl Jon S. Palomar
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 *Proposed Renovation of PPA Executive Lounge and Gym, PPA Corporate Building, South Harbor, Port Area, Manila*; 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 _____;