

INSTRUCTIONS TO PERSONNEL

Where indicated in the technical sections, furnish the services of competent instructors to give full instructions to personnel in the adjustment, operation and maintenance of systems and equipment, including safety precautionary measures. Each Contractor shall be thoroughly familiar with all parts of the installation and shall be trained in operating theory as well as practical operation and maintenance work, instructions shall be given during the first regular work week after the equipment or system has been accepted and turned over to the Engineer for regular operation. The number of man-days (8 hours) of instruction shall be as specified in each individual section.

DELIVERY AND STORAGE

Handle, store, and protect equipment and materials in accordance with the manufacturer's recommendations and with the requirements of NFPA 70B, Appendix 1, titled "Equipment Storage and Maintenance during Construction". Replace damaged or defective items with new one.

CATALOGUE PRODUCTS/SERVICE AVAILABILITY

Materials and equipment shall be current products by manufacturers regularly engaged in the production of such products. Products shall have been in satisfactory commercial or industrial use for two (2) years prior to bid opening. The two (2) year period shall include applications of equipment and materials under similar circumstances and of similar size. The two (2) year period shall be satisfactory completed by a manufacturer's catalogue or brochures. Products having less than two (2) year field service record will be acceptable if a certified record of satisfactory field operation for not less than 6,000 hours, exclusive of the manufacturer's factory or laboratory tests is furnished. The equipment items shall be supported by service organization, which are reasonable convenient to the equipment on a regular and emergency basis during the warranty period of the contract.

MANUFACTURER'S RECOMMENDATIONS

Where installation procedures or any parts thereof are required to be in accordance with manufacturer's recommendations, furnish printed copies of the recommendation prior to installation. Installation of the items shall not proceed until recommendations are received. Failure to furnish recommendations shall be cause for rejection of the equipment or material.

MATERIALS/SUBSTITUTION/TESTS

All materials to be installed shall be brand new and shall conform to specifications except as otherwise noted on the drawings. All materials where not specified shall be of the best of their respective kind. Samples of said material including its manufacturer's data shall be submitted for approval. Necessary tests on the installations shall be made by the Contractor in the presence of the Engineer. These tests shall include but not limited to ground test, performance test, phase sequence test, etc. Records of approved tests result shall be relayed to the Engineer in writing. This Contractor shall within ten (10) days after the award of the contract, submit a list of materials he proposes to use. All materials installed without prior approval shall be at the risk of the Contractor.

COORDINATION/GUARANTEES/SUSPENSION OR DELAY

The Contractor shall be familiar with the specifications of the other trades and coordinate with them thoroughly so that he can arrange his work and dispose his materials without interfering the work of other Contractors. The Contractor shall guarantee that the electrical systems shall be free from all defects of workmanship and of materials, and that it will remain so for a period of one year from the date of acceptance by the Engineer. Any remedy to correct defects deemed to be caused by such shall be made at the expense of the Contractor. The Contractor shall not suspend or delay the

work without justifiable cause. Subsequent delays shall be deemed as a sufficient cause for penalties or termination of contract in which the Engineer shall have the right to take-over the work and all materials on the site and make arrangements necessary to complete the work. It shall be the sole responsibility of the Contractor to ensure that the Electrical sub-contractor conducts coordination of his activities to other trades.

SLEEVES / INSERTS / CUTTING / PATCHING/BACKFILL

The Contractor shall provide all openings, sleeves, also inserts in walls, floors, and beams as required for his work. All unused openings shall be grouted in. The Contractor shall do all patching requirements necessary and these shall be done so as to exactly match the surrounding area without the evidence of alteration or patching. The Contractor shall provide all necessary backfill on all excavation works of his doing.

TEMPORARY LIGHT AND POWER

The Contractor shall make all arrangements and pay for the provisions of the necessary electrical power of the type and capacity required for the performance of the work of all trades engaged in the construction of the building.

CODES, INSPECTION, PERMITS AND FEES

The work under this contract is to be installed according to the requirements of the latest edition of the Philippine Electrical Code, the rules and regulations of the local authorities of Balingoan Port *and the requirements of local Power Company of Balingoan Electric Cooperative.*

All necessary permits and electrical fees required for this work shall be obtained by and at the expense of the Contractor. The contractor shall furnish the Engineers and the Owner final certificate of electrical inspection and approval from the proper government authorities after completion of the work. The Contractor shall prepare all as-built plan and all forms and documents required by the approving authorities.

Power service application including drawings for the work shall be obtained by and at the expense of the Contractor. The Contractor shall comply with all requirements of the utility company regarding service applications.

ELECTRICAL CHARACTERISTICS

The electrical characteristics for this project shall be 230v, 3-wire, 3Ø, 60Hz or as per system requirements as shown in the plans.

MATERIAL REQUIREMENTS

NAMEPLATES

Provide laminated plastic nameplates for each panel board, equipment enclosure, relay, switch, and device. Each nameplate inscription shall identify the function and when applicable, the position. Nameplate shall be melamine plastic, 3.2mm thick, white with black center core. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the black core. Minimum size of nameplates shall be 25mm x 38mm. Lettering shall be a minimum of 6mm, high normal block style.

EXECUTION

NAMEPLATE MOUNTING

Provide number, location, and letter designation of nameplates as indicated. Fasten nameplates to the device with a minimum of two sheet metal screws or two rivets.

PAINTING OF EQUIPMENT

1. Factory Applied

Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test, except equipment specified to meet requirements of ANSI C37.20 shall have a finish as specified in ANSI C37.30.

2. Field Applied

Paint electrical equipment as required to match finish or to meet safety criteria.

ITEM 19 : GROUNDING SYSTEM AND LIGHTNING PROTECTION GENERAL**GENERAL****REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

1. American National Standards Institute (ANSI)

ANSI C135.30 (1988) Zinc-Coated Ferrous Ground Rods for Overhead or Underground Line Construction
2. Institute of Electrical And Electronics Engineers (IEEE)

IEEE Standard 81 (1983) Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Potentials of a Ground System
3. National Fire Protection Association (NFPA)

NFPA 70 (2007) National Electrical Code
NFPA 780 (2007) Lightning Protection Code
4. Underwriters Laboratories (UL)

UL Elec Const Dir (2007) Electrical Construction Materials Directory
UL 96 (2005) Lightning Protection Components
UL 96A (2007) Installation Requirements for Lightning Protection Systems
UL 467 (2007) Grounding and Bonding Equipment
5. Institute of Integrated Electrical Engineer (IIEE)

PEC (2002) Philippine Electrical Code
6. Philippine National Standard (PNS)

BS (2002) Bureau of Standard

RELATED REQUIREMENTS

"Electrical General Requirements," applies to this section with additions and modifications specified herein.

1. System Requirements

Materials shall consist of standard products of a manufacturer regularly engaged in production of lightning protection systems and shall be manufacturer's latest UL approved design. Lightning protection system shall conform to PEC, NFPA 70, NFPA 780, UL 96 and UL 96A.

1. Main and Bonding Conductors

NFPA 780 and UL 96

2. Copper

Provide copper conductors on non-metallic stacks that do not weigh less than 144.83 kg per 300 meters, and provide cable such that the size of any strand in the cable is not less than 2mm².

COMPONENTS

1. Air Terminals

Provide terminals in accordance with UL 96. Support air terminals by suitable brace, with guides, not less than one-half the height of the terminal.

2. Ground Rods

Provide ground rods made of copper-clad steel conforming UL 467. Provide ground rods that are not less than 20mm in diameter and 3000mm in length. Do not mix ground rods of copper-clad steel, stainless steel, galvanized ferrous, or solid copper on the job.

3. Connections and Terminations

Provide connectors for splicing conductors that conform to UL 96, class as applicable. Conductor connections can be made by clamps or welds (including exothermic). Provide style and size connectors required for the installation.

4. Connector Fittings

Provide connector fittings for "end-to-end", "Tee", or "Y" splices that conform to NFPA 780.

5. Lightning Protection Components

Provide bonding plates, air terminal supports, clips, and fasteners that conform to UL 96 classes as applicable.

EXECUTION

INTEGRAL SYSTEM

Lightning protection system consists of air terminals, down conductors, ground connections, grounding electrodes and ground loop conductor. Electrically interconnect lightning protection system to form the shortest distance to ground. Do not use non-conducting parts of the structure as part of the building's lightning protection system. Conductors are required to be in protective sleeves.

1. Air Terminals

Air terminal design and support conforming to NFPA 780. Rigidly connect terminals to, and make electrically continuous with, down conductors by means of pressure connectors or crimped joints of T-shaped malleable metal. Provide pressure connector or crimped joint with a dowel or threaded fitting to connect ground rod conductor with air terminal. Set air terminals at ends of structures not more than 610mm from ends of ridges. Where non-

metallic spires, is present, mount air terminal to the side. In addition, where spires project more than 3050mm above the building, continue conductor from air terminal to nearest down conductor securely connect thereto.

2. Down Conductors

Make down conductors electrically continuous from air terminals to grounding electrodes. Equally and symmetrically spaced down conductors about the perimeter of the structure. Protect conductors where necessary, to prevent physical damage or displacement to the conductor.

a. Ground Connections

Securely connect conductor forming continuations of down conductors from structure to grounding electrode in a manner to ensure electrical continuity between the two. Provide clamp type connections or welds (including exothermic) for continuation. Attach down conductor to ground rods by welding including exothermic, brazing, or clamping. Provide clamps suitable for direct burial. Protect ground connection from mechanical injury. In making ground connections, take advantage of all permanently moist places where practicable, although avoid such places when area is wet with waste water that contains chemical substances, especially those corrosive to metal.

b. Grounding Electrodes

Provide grounding electrode for down conductor. Extend driven ground rods into the existing undisturbed earth for a distance of not less 3050mm. Set ground rods less than 610mm nor more than 3050mm, from the structure. After the completed installation, measure the total resistance to ground using the fall-of-potential method described in IEEE Standard 81. Maximum resistance of a driven ground rod shall be 10 ohms, under normally dry conditions. Make connections between ground conductors and electrically ground continuous.

FIELD QUALITY CONTROL

1. Grounding System Test

Test the grounding system to ensure continuity and that resistance to ground is not in excess of 10 ohms. Test the ground rod for resistance to ground before making connections to the rod. Tie the grounding system together and test for resistance to ground. Make resistance measurements in dry weather, not earlier than 48 hours after rainfall. Include in the written report: locations of ground rods, resistance, and soil conditions at the time that measurements were made. Submit results of each test to the Engineer.

2. Lightning Protection System Inspection

Make visual inspections to verify that there are no loose connections which may result in high resistance joints, and that conductors and system components are securely fastened to their mounting surfaces and are protected against accidental mechanical displacement.

ITEM 20 : PUBLIC ADDRESS SYSTEM**GENERAL**

Electrical General Requirements applies to this section, with the additions and modifications specified herein.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only. The edition or the revised version of such codes and standards current at the date twenty eight (28) days prior to date of bid submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the Owner. 1. Electronic Industries Alliance (EIA) EIA ANSI/EIA-310-D (1992) Racks, Panels, and Associated Equipment

2. Institute of Electrical and Electronics Engineers (IEEE)
IEEE C62.41 (1991; R 1995) Recommended Practice for Surge Voltages in Low-Voltage AC Power Circuits

3. National Fire Protection Association (NFPA)

NFPA 70 (2007) National Electrical Code
NFPA 72 (2002) National Fire Alarm Code

4. Underwriters Laboratories (UL)

UL 1449 (2006) Transient Voltage Surge Suppressors

SUBMITTALS

The following shall be submitted.

1. Shop Drawings

a. Detail Drawings

Detail drawings as specified.

2. Product Data

a. Spare Parts

Spare parts data for each different item of material and equipment specified.

3. Test Reports

a. Approved Test Procedures

Test plan and test procedures for the acceptance tests. The test plan and test procedures shall explain in detail, step by step actions and expected results to demonstrate compliance with the requirements specified. The procedure shall also explain methods for simulating the necessary conditions of operation to demonstrate system performance.

b. Acceptance Tests

Test reports in booklet form showing all field tests performed to adjust each component and to prove compliance with the specified performance criteria, upon completion and testing of the installed system. The reports shall include the manufacturer, model number, and serial number of test equipment used in each test. Each report shall indicate the final position of controls and operating mode of the system.

4. Certificates

a. Components

Copies of current approvals or listings issued by UL, or other nationally recognized testing laboratory for all components.

5. Operation and Maintenance Data

a. Public Address System

SYSTEM DESCRIPTION

The public address system shall consist of an audio distribution network to include amplifiers, mixers, microphones, speakers, cabling, and ancillary components required to meet the required system configuration and operation.

1. Multi-Channel System with Paging

The system shall include microphones, microphone outlet receptacles, microphone inputs with preamplifiers, inputs for film sound, compact disc, magnetic tape, telephone, and program sources, single all channel paging, control for each input, power amplifying equipment, and accessories required to output the public address and paging audio signals through selected portions of the audio distribution network as indicated. The paging signal shall replace by zones channel all channels of the radio system output, when the paging function is activated.

2. Single-Channel System

The system shall control and amplify an audio program for distribution within the areas indicated. Components of the system shall include a mixer-preamplifier, mixer-amplifier; mike input expander, power amplifier, microphone, speaker system, compact disc, cassette/DVD player, AM-FM tuner, cabling and other associated hardware.

3. System Performance

The system shall provide even sound distribution throughout the designated area, plus or minus 3 dB for the 1/1 octave band centered at 4000 Hz. The system shall provide uniform frequency response throughout the designated area, plus or minus 3 dB as measured with 1/3-octave bands of pink noise at locations across the designated area selected by the Engineer. The system shall be capable of delivering 75 dB average program level with additional 10 dB peaking margin sound pressure level (SPL) in the area at an acoustic distortion level below 5 percent total harmonic distortion (THD). Unless otherwise specified the sound pressure reference level is 20 micro Pascal (0.00002 Newton per square meter).

4. Detail Drawings

The Contractor shall submit detail drawings consisting of a complete list of equipment and material, including manufacturer's descriptive and technical literature, performance charts and curves, catalogue cuts, and installation instructions. Note that the contract drawings show layouts based on typical speakers. The Contractor shall check the layout based on the actual speakers to be installed and make necessary revisions in the detail drawings. Detail drawings shall also contain complete point to point wiring, schematic diagrams and other details required to demonstrate that the system has been coordinated and will properly function as a unit. Drawings shall show proposed layout of equipment and appurtenances, and equipment relationship to other parts of the work including clearances for maintenance and operation.

5. Spare Parts

The Contractor shall submit spare parts data for each different item of material and equipment specified, after approval of the detail drawings and not later than 2 months prior to the date of beneficial occupancy. The data shall include a complete list of parts and supplies, with current unit prices and source of supply.

DELIVERY AND STORAGE

Equipment placed in storage until installation shall be stored with protection from the weather, humidity and temperature variations, dirt and dust, and other contaminants.

VERIFICATION OF DIMENSIONS

The Contractor shall become familiar with the details of the work and working conditions, shall verify dimensions in the field, and shall advise the Engineers of any discrepancies before performing the work.

MATERIAL REQUIREMENTS

STANDARD PRODUCTS

Material and equipment to be provided shall be the standard products of a manufacturer regularly engaged in the manufacture of such products, and shall essentially duplicate material and equipment that have been in satisfactory use at least 2 years. All components used in the system shall be commercial designs that comply with the requirements specified. Equipment shall be supported by a service organization that is within miles of the site.

1. Identical Items

Items of the same classification shall be identical. This requirement includes equipment, modules, assemblies, parts, and components.

2. Nameplates

Each major component of equipment shall have the manufacturer's name, address, model and catalogue number, and serial number on a plate secured to the equipment.

MIXER-PREAMPLIFIER (Optional)

Mixer-preamplifier shall as a minimum conform to the following specifications:

Rated Output:	18 dB
Frequency Response:	Plus or Minus 1 dB, 20 - 20,000 Hz
Distortion:	Less than 0.5 percent, 20 - 20,000 Hz
Signal to noise:	Microphone - 60 dB
Auxiliary:	70 dB
Inputs:	5-independent balanced low-impedance transformer-isolated
Input Sensitivity:	Microphone - 0.003 volts Auxiliary 0.125 volts Magnetic Cartridge - 0.0005 volts
Input Channel Isolation:	80 dB minimum
Tone Controls:	Plus or Minus 10 dB range at 50 and 15,000 Hz
Power Requirement:	220-240 Vac 60 Hz

POWER AMPLIFIERS

The power amplifier shall be provide with a nameplate indicating power rating to satisfy design, coverage, SPL requirements and reserve capacity requirements. Listed for Protective Signal Service and supervised in accordance with NFPA 72.

Power amplifiers as a minimum conform to the following specifications:

Rated power output:	60, 125, 250 watts RMS
Frequency Response:	Plus or Minus 3 dB, 20-20,000 Hz
Distortion:	Less than 2 percent at RPO, 600-13,000 Hz
Input Impedance:	50 k ohm unbalanced
Output Impedance:	Balanced 4 and 8 ohms
Output voltage:	25 and 70.7 volts
Power Requirement:	220-240 Vac 60 Hz

MIXER AMPLIFIER (Optional)

Mixer amplifier shall as a minimum conform to the following specifications:

Rated Power Output (RPO):	35, 60, 125 watts RMS
Frequency Response:	Plus or Minus 3 dB, 20-20,000 Hz
Distortion:	Less than 1% at RPO, 60 - 13,000 Hz

Inputs:	2 microphones (high impedance or low-impedance unbalanced 2 Aux. (high-impedance)
Output Impedance:	Balanced 4 and 8 ohms
Output Voltage:	25 and 70.7 volts
Power Requirement:	220-240 Vac 60 Hz

MICROPHONE INPUT MODULES

Microphone input modules shall as a minimum conform to the following specifications:

Rated Outputs:	0.25 volts into 10,000 ohms 1.0 volts into 10,000 ohms
Frequency Response:	Plus or Minus 2 dB, 20 - 20,000 Hz
Distortion:	Less than 0.5 percent 20 - 20,000 Hz
Inputs:	4 transformer - coupled balanced 150 ohm
Input Sensitivity:	0.003 volts
Input Channel Isolation:	70 dB minimum

MICROPHONES

1. Desk Microphone

Microphones shall as a minimum conform to the following specifications:

Element:	Dynamic
Pattern:	Cardioid (Unidirectional)
Frequency Response:	50 - 12,000 Hz
Impedance:	Low impedance microphone (150-400 ohms)
Front to back Ratio:	20 dB
Selector switches:	Selector switches for zone shall be integral microphone or Separate console adjacent to microphone

2. Gooseneck Microphone

Gooseneck microphone shall meet the minimum requirements of the desk microphone. Microphone shall have push to talk button. Gooseneck tube length shall be [305] [406] mm.

3. Microphone Jack

Each outlet for microphones shall consist of a standard outlet box, flush-mounted, and fitted with a three-pole, polarized, locking-type, female microphone jack and a corrosion resistant-steel device plate.

LOUDSPEAKERS**1. Cone Speaker**

The cone speaker shall as a minimum conform to the following specifications:

Application:	Wall baffle, Ceiling
Frequency range:	60 to 12,000 Hz
Power Rating:	Normal - 7 watts Peak - 10 watts
Voice Coil Impedance:	8 ohms
Line Matching Transformer Type:	25/ 70.7 volt line
Capacity:	4 watts
Magnet:	10 ounces or greater
Primary Taps:	0.5, 1, 2 and 4 watts
Primary Impedance:	25 volts - 1250, 625, and 312 ohms 70.7 volts - 10k, 5k, and 2.5k ohms
Frequency Response:	30 - 20,000 Hz
Insertion Loss:	Less than 1 dB

2. Horn Speaker

The horn speaker shall as a minimum conform to the following specifications:

Application:	Indoor, Outdoor, and Weatherproof
Frequency Response:	400 - 14,000 Hz
Power Taps:	70 volt line - .9, 1.8, 3.8, 7.5, and 15 watts
Impedance:	5000, 2500, 1300, 670, 330, 90, & 45 ohms
Power Rating:	Normal - 7 watts Peak - 15 watts
Dispersion:	110 degrees

3. Dual Horn Speaker (Optional)

The dual horn speaker shall meet the minimum requirements of horn speaker except the dispersion shall be 100 degrees.

4. High Output Speaker Enclosures (Optional)

High Output speaker enclosures shall be of the tuned-port design for precise balancing and tuning of the speaker. The enclosures shall be constructed throughout of 19.1 mm high density board, with screwed and glued joints, durably braced, and padded with fibreglass where acoustically required. Speaker enclosures shall have a 25, 45 degree vertical dispersion and 90, 120 degrees horizontal dispersion. The effective length of throw shall be a minimum of 15, 40, and 60 m.

5. Wall Baffle Speaker Enclosures (Optional)

The wall baffle speaker shall be of particle board construction covered with walnut laminate and complete with black cloth grille. Baffle shall feature 9.5 degree slope to provide directional sound dispersion offset in the direction of radiation. Wall baffle enclosure shall come equipped with a wall mounting bracket designed to assure a rigid mounting to any flat surfaces.

6. Ceiling Speaker Enclosures

Ceiling speaker enclosure shall be constructed of heavy gauge cold steel with interior undercoating and 38 mm thick high density fibreglass 24 kg per cubic meter. The unit shall be round, square and designed for recessed, surface installations which will be accomplished via standard screw torsion spring flange mounting. Recessed models shall have a rust-preventive, textured black coating and the surface mount unit finished in textured white. Enclosure shall include four triple compound conduit knockouts.

SPEAKER SWITCHING PANEL

1. Selector Switches

Zone control shall be provided for the paging function. The speaker switching panel shall contain at least double-pole, 4, 3 position push button selector switches and shall be rack-mounted, desk mounted, selector switches built in microphone to activate priority relays. Selector switches labelling shall be provided to identify the zones.

2. System Power supply

Power supply shall be provided for priority relays and controls, rack mounted and sized for a capacity equal to 200 percent of the as-built control system, and shall operate at 24 Vdc. Input and output shall be protected to permit Class 2 wiring in accordance with NFPA 70.

AM/FM EQUIPMENT (Optional)

1. AM/FM Tuner

AM/FM tuner shall be rack-mounted and shall as a minimum conform to the following characteristics:

Tuning Range:	AM - 540 to 1605 kHz FM - 88 to 108 MHz
Selectivity:	60 dB on FM 40 dB on AM
Sensitivity:	FM - 1.5 micro volts AM - 2.0 micro volts

Capture Ratio:	1.0 dB
Readout/selection:	Digital
Other features:	Phased Lock Loop (PLL)
Power Requirement:	220-240 Vac, 60Hz

2. AM/FM Antenna

The AM/FM antenna shall be roof-mounted, either combined or suitable for both AM and FM reception or separate AM and FM antennas and shall cover all frequency bands specified for radio tuners. The antenna system shall be coordinated with the TV system and other systems with antenna communication. The system shall be furnished complete with a transformer, insulators, crossover insulator, cable of proper length, lightning arresters, coupling transformer and divider network at the radio tuners.

COMPACT DISC/DVD PLAYER

Player shall have three beam laser pickup, dual Digital-to-Analog converters, random access and random mode programmable playback. [Player shall have capability to play a minimum of 5, 6 discs automatically. Player shall as a minimum conform to the following:

Frequency:	10 - 20,000 Hz Plus or Minus 1 dB
Signal-to-Noise:	Minimum of 100 dB
Dynamic Range:	Minimum of 96 dB
Total Harmonic Distortion:	Maximum of 0.005% at 1 KHZ
Channel Separation:	Minimum 100 dB at 1 KHZ
Quantization:	Minimum of 18 Bits Linear per channel
Conversion Rate:	Minimum 8 x Oversampling
Disc Size:	5 inch
Power Requirement:	220-240 Vac, 60Hz

CASSETTE TAPE EQUIPMENT (Optional)

The [dual] cassette tape play deck shall as a minimum conform to the following specifications:

Frequency Response:	Plus or minus 3 dB, 20 - 20,000 Hz
Wow and Flutter:	Less than 0.09 percent WRMS
Signal-to-Noise:	74 dB
Noise Reduction system:	Dolby [B] [C] [S] [HX PRO]
Play Head:	Hard Parmalloy

Operation:	Automatic Reverse
Power Requirement:	220-240 Vac, 60 Hz

PRIORITY RELAYS AND CONTROLS

Priority relays and controls required to accomplish operations specified shall be provided. Relays shall be completely enclosed with a plastic dust cover for maximum protection against foreign matter, and shall be plug-in type. Relays shall be provided with a diode wired across the relay coil for transient suppression and shall be installed utilizing factory prewired, rack mounted receptacle strips. Coil shall be maximum 24 volts dc.

SWITCHES AND CONTROLS

1. Radio System Control Switch

The loudspeaker in each room, or group of speakers in a room, shall be provided with a flush program channel selector rotating-switch knob. The switch shall be mounted at location and height above the floor and in accordance with Section 7.5 INTERIOR WIRING SYSTEM. A volume control shall be installed with a switch at each station and shall be of the auto transformer type and set so that the maximum volume is sufficient for the area while not disturbing adjacent areas. If music is turned down or off, the paging signal shall override controls except speakers designated for music only. Each device plate shall be satin finished, corrosion-resisting steel permanently marked to indicate the channel selected.

2. Remote Loudspeaker ON/OFF Switches

Remote switches shall be key-operated, toggle switch 2-pole, wall mounted, single gang type with engraved switch plates finished to match the approved finish of electrical wall switches. Low-voltage priority override relays shall be provided as part of the switches with all wiring to the racks to allow override of the ON/OFF switches for priority announcements.

3. Remote Loudspeaker Volume Controls

Remote volume controls shall be an auto transformer type with detected 3 dB steps and an OFF position. The controls shall be wall mounted in single gang outlet boxes and furnished with engraved switching plates finished to match approved finish of electrical wall switches. Insertion loss of the controls shall not exceed 0.6 dB and the power-handling capacities of the control shall be 10, 35, 75 watts. Low voltage priority override relays shall be furnished as part of these controls with all wiring to the racks to allow override of the volume controls for priority announcements.

EQUIPMENT RACKS

Equipment shall be mounted on 482.6 mm racks in accordance with EIA ANSI/EIA-310-D and located as shown on drawings. Ventilated rear panels, solid side panels, and solid top panels shall be provided. Equipment racks shall be provided with lockable front panels that limit access to equipment. The lockable front shall not cover items that require operator access such as AM/FM tuner, CD/DVD player, or tape player. Rack cooling shall be through [perforations or louvers in front panels to ensure adequate ventilation of equipment] [top rack mounted fan]. The racks and panels shall be factory finished with uniform baked enamel over rust inhibiting primer.

CABLES**1. Speaker Cable**

Cables shall be of the gauge required depending upon the cable run length. In no case shall cable be used which is smaller than 18 AWG. Insulation on the conductors shall be polyvinyl chloride (PVC) or an equivalent synthetic thermoplastic not less than 0.2 mm. Cables shall be jacketed with PVC, Fluor polymer compound. The jacket thickness shall be 0.5 mm minimum.

2. Microphone Cable

Cable conductor shall be stranded copper 20 AWG. Insulation on the conductors shall be polyvinyl chloride (PVC) or an equivalent synthetic thermoplastic not less than 0.2 mm. Cable shall be shielded 100% of aluminum polyester foil with a bare 22 gauge stranded soft copper drain conductor. Cables shall be jacketed with PVC, Fluor polymer compound. The jacket thickness shall be 0.5 mm minimum.

3. Antenna Cable

Antenna coaxial cable shall have 75 ohm plus or minus 2 ohm. Attenuation of the coaxial cable span between the antenna and amplifier shall not exceed 2.5 dB at 108 MHz

TERMINALS

Terminals shall be solderless, tool-crimped pressure or type.

SURGE PROTECTION**1. Power Line Surge Protection**

Major components of the system such as power amplifiers, mixer preamplifiers, and tuners, shall have a device, whether internal or external, which provides protection against voltage spikes and current surges originating from commercial power sources per IEEE C62.41 B3 combination waveform and NFPA 70. Fuses shall not be used for surge protection. The surge protector shall be rated for a maximum let thru voltage of 350 Volts ac (line to neutral) and 350 Volt ac (neutral to ground). Surge protection device shall be UL listed and labelled as having been tested in accordance with UL 1449.

2. Signal Surge Protection

Major components of the system shall have internal protection circuits which protect the component from mismatched loads, direct current, and shorted output lines. Communication cables/conductors shall have surge protection installed at each point where it exits or enters a building.

TELEPHONE INTERFACE MODULE (Optional)

Telephone Interface Module shall provide one way all call paging access from telephone to PA system. Paging shall be accomplished by the building telephone system instruments interconnected to the PA system via an interface module to allow telephone dial up access to the paging amplifier. Interface module shall produce an alert tone in the associated speakers on activation. Telephone interface module shall as a minimum conform to the following specifications:

Impedance: 600 ohms

Frequency response: 100Hz to 10Khz

70V Input Impedance:	200K ohms
Output level:	400mV rms
Input Power Requirement:	12-24Vdc (from power supply)
Access requirement:	Electronic (analog) or IA2 line key (line card required) PABX loop or ground-start trunk port, or dedicated single-line phone.

EXECUTION

INSTALLATION

Equipment shall be installed as indicated and specified, and in accordance with the manufacturer's recommendations except where otherwise indicated. Equipment mounted out of doors or subject to inclement conditions shall be weatherproofed. The antenna shall be supported at least 1.5 m clear above the roof by means of self supported or guyed mast.

1. Equipment Racks

Racks shall be mounted side by side and bolted together. Items of the same function shall be grouped together, either vertically or side by side. Controls shall be symmetrically arranged at a height as shown. CD/DVD, Cassette & Tuner shall be at a height above the floor as shown.

Audio input and interconnections shall be made with approved shielded cable and plug connectors; output connections may be screw terminal type. All connections to power supplies shall utilize standard male plug and female receptacle connectors with the female receptacle being the source side of the connection. Inputs, outputs, interconnections, test points, and relays shall be accessible at the rear of the equipment rack for maintenance and testing. Each item shall be removable from the rack without disturbing other items or connections. Empty space in equipment racks shall be covered by blank panels so that the entire front of the rack is occupied by panels.

2. Wiring

Wiring shall be installed in rigid steel conduit, intermediate metal conduit, cable trays, or electric metallic tubing as specified in Section 7.5 INTERIOR WIRING SYSTEM. Wiring for microphone, grounding, line level, speaker and power cables shall be isolated from each other by physical isolation and metallic shielding. Shielding shall be terminated at only one end.

GROUNDING

All grounding practices shall comply with NFPA 70. The antenna mast shall be separately grounded. Equipment shall be grounded to the serving panel board ground bus through a green grounding conductor. Metallic conduits serving the equipment shall be isolated on the equipment end with an insulating bushing to prevent noise from being transferred to the circuit. Equipment racks shall be grounded to the panel board ground bus utilizing a #8 conductor. Grounding conductor shall be terminated to the rack using connector suitable for that purpose.

ACCEPTANCE TESTS

After installation has been completed, the Contractor shall conduct acceptance tests, utilizing the approved test procedures, to demonstrate that equipment operates in accordance with specification requirements. The Contractor shall notify the Engineer 14 days prior to the performance of tests. In no case shall notice be given until after the Contractor has received written Engineer approval of the

test plans as specified. The acceptance tests shall include originating and receiving messages at specified stations, at proper volume levels, without cross talk or noise from other links or non-designated units.

TRAINING

The Contractor shall conduct a training course for members of the operating and maintenance staff as designated by the Engineer. The training course will be given at the installation during normal working hours for a total of hours and shall start after the system is functionally complete but prior to final acceptance tests. The field instructions shall cover all of the items contained in the approved operating and maintenance manuals, as well as demonstrations of routine maintenance operations. The Engineer shall be notified at least 14 days prior to the start of the training course.

ITEM 21 : PROJECT BILLBOARD

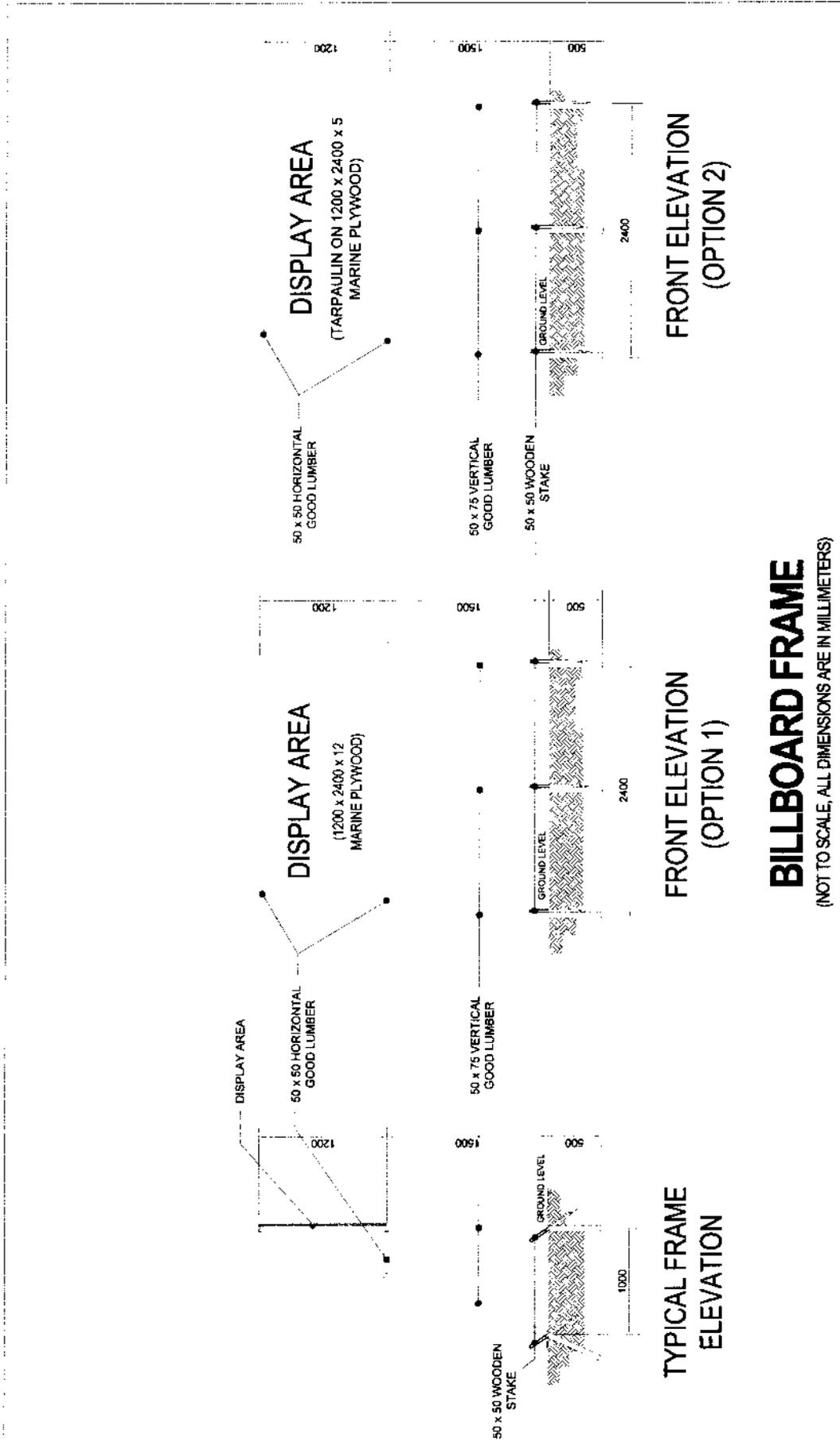
SPECIFICATION

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

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

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

See attached drawings for further details of the standard billboard.



BILLBOARD FRAME
 (NOT TO SCALE, ALL DIMENSIONS ARE IN MILLIMETERS)

ITEM 22 : SAFETY SIGNAGES AND BARRICADES

DESCRIPTION

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

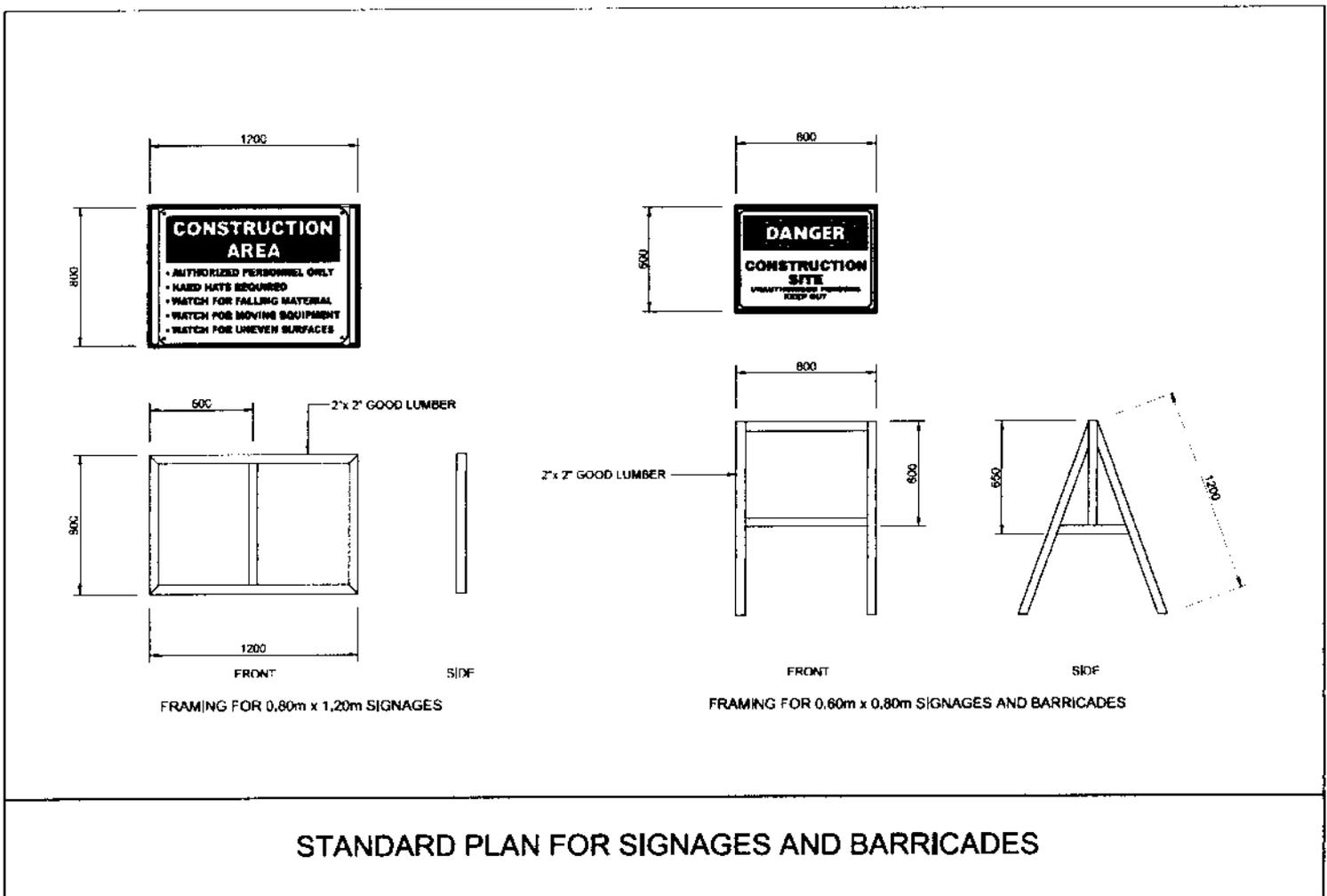
SPECIFICATION

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

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

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

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



SECTION VII
PROJECT DRAWINGS

SECTION VII

PROJECT DRAWINGS (SEE ISSUED APPROVED PLANS)

LIST OF DRAWINGS:

- | | |
|----------|---|
| 01 of 05 | Development Plan, Location Map, Vicinity Map, General Notes, List of Drawings |
| 02 of 05 | General Plan, Centerline Profile |
| 03 of 05 | Typical Cross-Sectional Elevation, Detail of R.C. Stairs, Detail of R.C. Curb, Detail of Footing, Typical R.C. Bollard Detail |
| 04 of 05 | Blocking Plan of Pavement, Paving Detail |
| 05 of 05 | Cross Sections |

SECTION VIII

BILL OF QUANTITIES
and
ATTACHMENTS

BILL OF QUANTITIES
BRGY. CAUB PORT DEVELOPMENT PROJECT
 Del Carmen, Surigao Del Norte

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
1.01	1 GENERAL EXPENSES				
1.02	Mobilization, demobilization and cleaning	lot	1		
1.03	Rental of temporary site office and vehicle for the Engineer and staff	mo.	5		
1.04	Maintain temporary site office and residence for the Engineer and staff	mo.	5		
1.05	Provide Construction Safety and Health Program in the execution of the project	mo.	5		
TOTAL FOR BILL NO. 1					

BILL OF QUANTITIES
BRGY. CAUB PORT DEVELOPMENT PROJECT
 Del Carmen, Surigao Del Norte

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
2.01	2 IMPROVEMENT OF EXISTING PORT (Repair & Extension of Causeway)				
2.02	Chip-off/demolish existing R.C. Curb and smoothen with mortar	l.m.	23		
2.03	Demolish and dispose damaged portion of existing PCCP	sq.m.	100		
2.04	Excavation of existing seabed up to required elevation	cu.m.	467		
2.05	Supply and place 3,500 psi concrete for Stairlanding, R.C. Curb and concrete slope	cu.m.	215		
2.06	Supply and instal steel reinforcements for Stairlanding, R.C. Curb and concrete slope	kg.	8,988		
2.07	Supply and place 1,000 kg. Rocks	cu.m.	157		
2.08	Supply and place 5-20 kg. Core rocks	cu.m.	765		
2.09	Supply and instal Geotextile Fabric	sq.m.	262		
2.10	Supply, spread and compact gravel base course	cu.m.	100		
2.11	Construct PCC Pavement (200mm) including dowel bars	sq.m.	332		
TOTAL FOR BILL NO. 2					

BILL OF QUANTITIES
BRGY. CAUB PORT DEVELOPMENT PROJECT
 Del Carmen, Surigao Del Norte

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
ILL NO. 3	CONSTRUCTION OF MARKET HALL				
3.01	Excavation and backfilling works	cu.m.	10		
3.02	Supply and place gravel base	cu.m.	7		
3.03	Supply and place 3,500 psi concrete for columns, beams and footings	cu.m.	21		
3.04	Supply and instal steel reinforcements for columns, beams and footings	kg.	2,561		
3.05	Construction of 150mm CHB wall including reinforcement	sq.m.	21		
3.06	Supply and place cement plaster finish	sq.m.	122		
3.07	Supply and install roof framing materials	kg.	2,672		
3.08	Supply and install roofing materials	sq.m.	381		
3.09	Supply and install electrical materials	lot	1		
3.10	Supply and place smooth cement floor finish (FF-1)	sq.m.	16		
3.11	Supply and install stair nosing (rigid type)	l.m.	10		
3.12	Supply and place textured cement floor finish with strip groove (FF-2)	sq.m.	20		
3.13	Supply and place 0.30m x 030m glazed ceramic tiles	sq.m.	50		

BILL OF QUANTITIES
BRGY. CAUB PORT DEVELOPMENT PROJECT
 Del Carmen, Surigao Del Norte

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
3.14	Supply and install marine plywood ceiling including wood framing (CF-1)	cu.m.	20		
3.15	Supply and install drainage materials (downspout and accessories)	lot	1		
3.16	Supply and install fabricated stainless handrail and accessories	set	1		
3.17	Supply and apply elastomeric paint	sq.m.	48		
3.18	Supply and apply quick dry enamel paint	sq.m.	20		
3.19	Supply and apply acrylic solvent based paint	sq.m.	10		

TOTAL FOR BILL NO. 3

BASIS OF PAYMENT FOR WORK ITEMS INCLUDED IN THE PROPOSAL

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

BILL NO. 1

GENERAL EXPENSES

Item 1.01 Mobilization, demobilization and cleaning

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

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

The quantity to be paid for shall be the actual rental for temporary site office and residence for the engineer and staff and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary for the provision of temporary site office and residence for the engineer and staff at least 48.00 m²

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

The quantity to be paid for shall be the actual services rendered in maintaining the site office and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the maintenance of the temporary site office and residence as well as other expenses such as provision for electric power, telephone bill, potable water supply, janitorial and security services.

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

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

BILL NO. 2

IMPROVEMENT OF EXISTING PORT (Repair & Extension of Causeway)

Item 2.01 Chip-off/demolish existing RC Curb and smoothen with mortar

The quantity to be paid for shall be the actual length in linear meter of existing RC Curb, chipped off/demolished and smoothen with mortar in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.02 Demolish and dispose damaged portion of existing PCCP

The quantity to be paid for shall be the actual area in square meter of damaged portion of existing PCCP, demolished and disposed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.03 Excavation of existing seabed up to required elevation

The quantity to be paid for shall be the actual volume in cubic meter of existing seabed, to be excavated up to required elevation in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.04 Supply and place 3,500 psi concrete for stair landing, RC Curb and concrete slope

The quantity to be paid for shall be the actual volume in cubic meter of 3,500 psi concrete for stair landing, RC Curb and concrete slope to be supplied and set-in-place in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.05 Supply and install steel reinforcements for stair landing, RC Curb and concrete slope

The quantity to be paid for shall be the actual weight in kilogram of steel reinforcements for stair landing, RC Curb and concrete slope, supplied and installed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.06 Supply and place 1000 kg. rocks

The quantity to be paid for shall be the actual volume in cubic meter of 1000 kg. rocks, supplied and set-in-place in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.07 Supply and place 5-20 kg. Core rocks

The quantity to be paid for shall be the actual volume in cubic meter of 5-20 kg. Core rocks, supplied and set-in-place in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.08 Supply and install geotextile fabric

The quantity to be paid for shall be the actual area in square meter of geotextile filter fabric, supplied and installed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.09 Supply, spread and compact selected fill materials

The quantity to be paid for shall be the actual volume in cubic meter of selected fill materials to be supplied, spread and compacted in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.10 Construct Portland Cement Concrete Pavement (200mm) including dowel bars

The quantity to be paid for shall be the actual area in square meter of Portland Cement Concrete Pavement (250mm) including dowel bars, to be constructed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

BILL NO. 3

CONSTRUCTION OF MARKET HALL

Item 3.01 Excavation and backfilling works

The quantity to be paid for shall be the actual volume in cubic meter of existing materials, excavated and backfilled up to required elevation 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 place gravel base

The quantity to be paid for shall be the actual volume in cubic meter of gravel base, supplied and set-in-place in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 3.10 Supply and place smooth cement floor finish (FF-1)

The quantity to be paid for shall be the actual area in square meter of smooth cement floor finish (FF-1), supplied and set-in-place in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 3.11 Supply and install Stair Nosing (Rigid Type)

The quantity to be paid for shall be the actual length in linear meter of stair nosing (Rigid type), 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 place textured cement floor finish with strip groove (FF-2)

The quantity to be paid for shall be the actual area in square meter of textured cement floor finish with strip groove (FF-2), supplied and set-in-place in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 3.13 Supply and install 0.30m x 0.30m glazed Ceramic Tiles

The quantity to be paid for shall be the actual area in square meter of 0.30m x 0.30m glazed ceramic 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 3.14 Supply and install marine plywood ceiling including wood framing (CF-1)

The quantity to be paid for shall be the actual volume in cubic meter of marine plywood ceiling including wood framing (CF-1) to be supplied and set-in-place in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 3.15 Supply and install drainage materials (downspout and accessories)

The quantity to be paid for shall be the actual quantity of drainage materials (downspout 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 3.16 Supply and install fabricated stainless handrail and accessories

The quantity to be paid for shall be the actual set of fabricated stainless handrail 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 3.17 Supply and apply elastomeric paint

The quantity to be paid for shall be the actual area in square meter of elastomeric paint, 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 3.18 Supply and apply quick dry enamel paint

The quantity to be paid for shall be the actual area in square meter of quick dry enamel paint, 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 3.19 Supply and apply acrylic solvent based paint

The quantity to be paid for shall be the actual area in square meter of acrylic solvent based paint, 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.

FACILITIES TO BE PROVIDED FOR THE ENGINEER & HIS STAFF

TEMPORARY FACILITIES OF THE CONTRACTOR

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

SITE OFFICE AND RESIDENCE FOR THE ENGINEER & STAFF

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

MINIMUM EQUIPMENT REQUIREMENTS

2	units	Concrete Mixer (1-bagger), owned
2	units	Concrete Vibrator (3.5 hp), owned
2	units	Bar Cutter (electric, 25mm dia min.), owned
2	units	Bar Bender (electric, 25mm dia min.), owned
1	unit	Welding Machine (400 amp.), owned
1	unit	Dump Truck (8 cu.m., 275hp.), owned/leased
1	unit	Water Truck (1,000 gal.) with pump, owned
1	unit	Oxy/Acetylene Cutting Outfit, owned
1	unit	Plate compactor, 3.5 hp), owned/leased
1	unit	Jackhammer, owned
1	unit	Air-Compressor (250 cfm), owned
1	unit	Concrete cutter, owned
1	unit	Payloader (80 hp), owned/leased
1	unit	Backhoe (0.40 cu.m., 94.30 hp), owned/leased
1	unit	Cargo truck (5T), owned/leased

CONSTRUCTION SAFETY AND HEALTH REQUIREMENTS

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

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

The Contractor shall provide the following minimum requirements:

LABOR

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

EQUIPMENT / MATERIALS

Personnel Protective Equipment

- 13 pcs. Hard Hats
- 13 pcs. Gloves
- 13 pcs. Safety Shoes

Safety Devices

- 1 lot Barricades
- 1 lot Warning signs
- 2 units Fire extinguisher

Medical and First Aid System - For five (5) 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 **Brgy. Caub Port Development Project, Del Carmen, Surigao del Norte**;
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

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

BILL NO	DESCRIPTION	TOTAL AMOUNT
1	General Expenses	₱
2	Improvement of Existing Port (Repair & Extension of Causeway)	
3	Construction of Market Hall	
	TOTAL AMOUNT OF BID (including VAT)	₱

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

- (c) Our Bid shall be valid for a period of 120 days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of insert percentage amount percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: insert information;

- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the **Brgy. Caub Port Development Project, Del Carmen, Surigao del Norte** of the **Philippine Ports Authority**.
- (k) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

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

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

NOTE:

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

This Statement shall be supported by:

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

Name of Firm/Applicant

Authorized Signing Official

Date

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

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

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					
1. Reinforced Concrete Works	cu.m.	118						
2. Rock Works (5kg to 1000 kg/pc.)	cu.m.	461						

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 mentioned, 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 " " "
Instruction 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 L TO 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

OMNIBUS SWORN STATEMENT FOR SOLE PROPRIETORSHIP

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 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 *Brgy. Caub Port Development Project, Del Carmen, Surigao del Norte*.

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

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

Bidder's Representative / Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

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

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

OMNIBUS SWORN STATEMENT FOR PARTNERSHIP OR COOPERATIVE

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

AFFIDAVIT

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

1. I am the duly authorized and designated representative of (Name of Bidder) with office address at (Address);
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for (Name of Project) of the Philippine Ports Authority, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution or Secretary's Certificate (whichever is applicable);
3. (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. (Name of Bidder) is authorizing the PPA General Manager or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers and members of (Name of Bidder) is related to the PPA General Manager, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management office or the end- user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. (Name of Bidder) complies with existing labor laws and standards; and
8. (Bidder) is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Document;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the 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 *Brgy. Caub Port Development Project, Del Carmen, Surigao del Norte*.

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

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

Bidder's Representative / Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

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

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

OMNIBUS SWORN STATEMENT FOR CORPORATION OR JOINT VENTURE

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

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 _____:
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 *Brgy. Caub Port Development Project, Del Carmen, Surigao del Norte*.

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

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

Bidder's Representative / Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

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

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

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

BID-SECURING DECLARATION
Invitation to Bid No. _____

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

I, the undersigned, declare that:

1. I understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake:
3. I understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I failed to timely file a request for reconsideration or (ii) I filed a waiver to avail of said right;
 - (c) I am declared as the bidder with the Lowest Calculated Responsive Bid, and I have furnished the performance security and signed the Contract.

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

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

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

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

NAME OF NOTARY PUBLIC

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

CONSTRUCTION METHODOLOGY

Name of Project : _____
Proposed Project Description : _____
Location : _____

MINIMUM SCOPE OF CONSTRUCTION METHODOLOGY

A. IMPROVEMENT OF EXISTING PORT (Repair & Extension of Causeway)

- a. Chipping/demolition of existing RC Curb (23 l.m.)
- b. Demolition/ disposal of existing concrete pavement (100 sq.m.)
- c. Excavation of existing seabed (467 cu.m.)
- d. Supply and placing of 3,500 psi concrete (215 cu.m.)
- e. Supply and installation of reinforcing steel bars (8,988 kg.)
- f. Supply and placing of 1,000 kg. rocks (157 cu.m.)
- g. Supply and placing of 5-20 kg. rocks (765 cu.m.)
- h. Supply and placing of geotextile fabric (262 sq.m.)
- i. Supply and placing of gravel base course (100 sq.m.)
- j. Construction of Portland Cement Concrete pavement (332 sq.m.)

B. CONSTRUCTION OF MARKET HALL

- a. Complete construction of 1-storey Market Hall (80 sq.m.)

NOTES:

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

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

Signature
(Authorized Signing Official)

MANPOWER SCHEDULE

Name of Project : _____

Proposed Project Description : _____

Location : _____

MANPOWER (Minimum)	CONTRACT DURATION (_____ Calendar Days)				
	M O N T H L Y				
	1	2	3	4	5
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)

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.
- Advance payment should be specified if contractor wants to avail.
- 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

CONTRACT
FOR THE BRGY. CAUB PORT DEVELOPMENT PROJECT
DEL CARMEN, SURIGAO DEL NORTE

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into this _____ day of _____ 20___, in Manila, Philippines, by and between:

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

- and -

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

WITNESSETH:

WHEREAS, in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations, PPA advertised and published in a newspaper of general circulation and posted on the PPA website and G-EPS as well as in its bulletin board, an Invitation to Bid for the *Brgy. Caub Port Development Project, Del Carmen, Surigao del Norte*;

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

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

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

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

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

ARTICLE I

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 *Brgy. Caub Port Development Project, Del Carmen, Surigao del Norte*, in conformity in all respects with the provisions of this Contract, as follows:

I T E M S	TOTAL AMOUNT
1. General Expenses	P
2. Improvement of Existing Port (Repair & Extension of Causeway)	P
3. Construction of Market Hall	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

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 The PPA shall, upon written request of the contractor which shall be submitted as a contract document, make an advance payment to the contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum or, at the most, two installments according to a schedule specified in the Bidding Documents.

3.07 The advance payment shall be made only upon the submission to and acceptance by the procuring entity of an irrevocable standby letter of credit of equivalent value issued by a Universal or Commercial Bank.

3.08 The advance payment shall be repaid by the contractor by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for the advance payment.

The contractor may reduce his standby letter of credit by the amounts refunded by the Monthly Certificates in the advance payments.

3.09 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.

3.10 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:

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

ACKNOWLEDGMENT

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

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

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

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

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

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

This foregoing instrument is a Contract for the *Brgy. Caub Port Development Project, Del Carmen, Surigao del Norte*, consisting of 13 pages, including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof.

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

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