

Masonry Neutralizer	Boysen Masonry Neutralizer #44 or approved equal
Three Coats Concrete Masonry Paint	Boysen Titan Superflex Elastomeric Paint or approved equal
c. Non – Architectural Items (Piping, valves, equipment, etc.)	
1. Piping, valves, equipment etc. in rooms are to be painted	
2. Galvanized pipes and ducts	
Primer – one coat	Boysen Red Oxide Primer, #310 or approved equal
Finish – one coat	Boysen Quick Dry Enamel or approved equal
3. Black steel pipes	
Primer – one coat	Boysen Red Oxide Primer, #310 or approved equal
Finish – one coat	Boysen Quick Dry Enamel or approved equal
4. Mechanical Items	
a. Ungalvanized ferrous metal	
Primer – one coat	Boysen Red Oxide Primer, #310 or approved equal
Finish – one coat	Boysen Quick Dry Enamel or approved equal or approved equal
b. Galvanized ferrous metal	
Primer – one coat	Boysen Red Oxide Primer, #310 or approved equal
Finish – one coat	Boysen Quick Dry Enamel or approved equal or approved equal
c. Submerged galvanized ferrous metal	
Primer – one coat	Boysen Red Oxide Primer, #310 or approved equal
d. Buried miscellaneous ferrous surface valves, & flanged joints (excl. pipe)	
Primer – one coat	Boysen Red Oxide Primer, #310 or approved equal

EXECUTION

SURFACE PREPARATION OF STEEL

1. Steel surfaces shall be cleaned as follows:
 - a. All round welds, burrs and sharp surface projections shall be ground smooth and all weld splatter shall be removed prior to blast cleaning.
 - b. Sand abrasives, if used, shall be clean, and free from salt and extraneous matter. The sand shall pass through a 2.0mm test sieve, and be substantially retained on a 0.18mm test sieve, with at least 25 percent retained on a 0.355mm test sieve.

- c. Metallic abrasive, if used, shall be sharp, hard and free from dust, and shall pass through a 1.8 mm test sieve.
- d. Blast cleaning operations shall not be conducted on surfaces that will be wet after blasting and before coating, or when the surfaces are less than 10°C above degree points, or when the relative humidity of the air is greater than 95 percent.
- e. Any oil, grease, soil, dust or other foreign matter deposited on the cleaned surfaces shall be removed prior to painting. In the event that rusting occurs after completion of the surface preparation, the surfaces shall be cleaned again in accordance with the specified method.
- f. Particular care shall be taken to prevent the contamination of other corrosive chemicals before the application of the paint. Such contamination shall be removed from the cleaned surface by flash blasting and the paint applied immediately.
- g. Care shall be taken to prevent contamination of cleaned and painted surfaces by cleaning operations in an adjacent area.
- h. Surfaces not to be painted shall be suitably protected from the effects of cleaning and painting operations.

SURFACE PREPARATION OF WOOD

- 1. Wood surfaces shall be sanded to a fresh surface. Surface mould where present, shall be removed by washing, rubbing down and burning off as necessary. Resinous exudation and large knots shall be removed and replaced with filler or other materials approved by the Engineer.
- 2. Parts of timber to be enclosed in walls shall always be primed unless already impregnated. Priming shall be brushed on and a minimum of two coats applied to end grain. When the priming paint is hard, all cracks, holds, open joints, etc. shall be made good with hard stopping and rubbed down with fine abrasive paper. Priming of joinery shall be applied only on site after the Engineer has approved such joinery and before it is fixed. For internal surfaces primer coats shall be carefully flattened.

SURFACE PREPARATION OF CONCRETE AND PLASTER

Concrete and cement plaster surfaces to be painted shall be prepared by removing efflorescence, dust, dirt, grease, oil, asphalt, tar, excessive mortar and mortar dropping and by roughening to remove glaze. A zinc sulfate solution shall be applied before prime coat.

SURFACE PREPARATION FOR FIBER CEMENT SURFACES

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

WOOD REPAIR

Badly decayed areas shall be removed and repaired. Areas and pieces decayed beyond repair shall be replaced with new pieces that match originals in all respects. Moderately decayed areas, weathered, or gouged wood shall be patched with approved patching compounds, and shall be

sanded smooth. The source or cause of wood decay shall be identified and corrected prior to application of patching materials. Wet wood shall be completely dried to a moisture content not exceeding 12 percent, as measured by a moisture meter, to its full depth before patching, unless otherwise authorized. Wood that is to be patched shall be clean of dust, grease, and loose paint.

1. Epoxy Wood Repair

Epoxy wood repair materials shall be applied in accordance with manufacturer's written instructions. Health and safety instructions shall be followed in accordance with the manufacturer's instructions. Clean mixing equipment shall be used to avoid contamination. Mix and proportions shall be as directed by the manufacturer. Batches shall be only large enough to complete the specific job intended. Patching materials shall be completely cured before painting or reinstallation of patched pieces.

2. Epoxy Consolidant and Epoxy Paste

Epoxy liquid wood consolidant shall be used:

1. To penetrate and impregnate deteriorated wood sections in order to reinforce wood fibers that have become softened or absorbent.
2. As a primer for areas that are to receive epoxy paste filler. Epoxy paste shall be used to fill areas where portions of wood are missing such as holes, cracks, gaps, gouges, and other voids.

MIXING AND THINNING

Mixing and thinning of paint shall be done in accordance with the approved manufacturer's printed instructions. The pot life of each paint as stated by the manufacturer shall not be exceeded.

WEATHER CONDITION

The paint shall not be applied when the relative humidity is above 85 percent. The paint shall not be applied in rain, wind, fog, dust or mist.

APPLICATION

Workmanship shall be first class in every respect. All work shall be done in a workmanship manner so that the finished surfaces shall be free from runs, chop, ridges, waves, laps and unnecessary brush marks. All coats shall be applied in such manner as to produce an even film of uniform thickness. Edges, corners, crevices, welds and rivets shall receive special attention to ensure that they receive an adequate thickness of paint.

All painting shall be done by thoroughly experienced workmen.

Safety regulations shall be adhered to at all times, including the wearing of respirators by persons engaged on assisting in spray painting. Adjacent areas and installation shall be protected by the use of cloths or other approved precautionary measures.

Plain enamel and varnish shall be applied carefully with good clean brushes or approved spraying equipment, except that the initial coat on any surface shall be applied with brush. Sufficient time shall be allowed between coats to assure thorough drying and each coat shall be in proper condition before receiving the next coat.

Sanding and dusting as required shall be performed between coats in varnishing work. Finish coat shall be smooth and free from runs, sags, and other defects. Exterior paint shall not be applied during rainy days.

All paint when applied shall provide a satisfactory film and smooth, even surface. Paint shall be thoroughly stirred and kept at a uniform consistency during application. Powdered metallic pigments added at the time of use shall be mixed by adding the powder in small increments to about one-third of the base paint or vehicle, with thorough mixing to obtain a smooth paste. The remainder of the base paint shall then be thoroughly stirred in.

Different brands of emulsion paints shall not be mixed prior to application of the materials.

Where necessary to suit conditions of surface temperature, weather and method of application, the package paint may be thinned immediately prior to application in accordance with the approved manufacturer's directions, but not in excess of 125 cc of suitable thinner per liter (one pint per gallon). Before using, the paint shall be mixed to a uniform consistency and shall be stirred frequently during application.

Paints other than water-thinned paints shall be applied only to surfaces which are completely free of moisture as determined by sight or touch and only such combinations of humidity to be painted as will cause evaporation rather than condensation.

Surfaces which have been cleaned, pretreated and/or otherwise been prepared for painting shall be primed or painted with one coat of finish paint as soon as practicable after such preparation has been completed, but in any event prior to any deterioration of the prepared surfaces.

The first coat of paint on all exterior surfaces shall be applied by brush. Interior prime coats and all other subsequent coats on either exterior or interior surfaces may be applied by brush or spray. Whenever spraying is permitted all areas inaccessible to spray painting shall be coated by brushing or other suitable means. Brushes to be used for application of water-emulsions shall be soaked in water for a period of 2 hours prior to use.

All cloths and cotton waste which might constitute a fire hazard shall be placed in closed metal containers or destroyed at the end of each day.

Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site or destroyed in a manner approved by the Engineer. Paint spots, or stains upon adjacent surfaces shall be removed and the entire job left clean and acceptable to the Engineer.

No smoking shall be permitted in the vicinity where painting is going on.

TOUCH-UP PAINTING

Touch-up painting shall be done with the same paint as used for the original coat. The resulting minimum dry film shall be the same as for the original coat.

Touch-up painting shall include cleaning and painting of field connections, welds and all damaged or defective paint and rusted areas.

During touch-up painting, only loose, cracked, brittle or non-adherent paint shall be removed during cleaning. All exposed edges shall be feathered. Touch-up painting shall be performed in a manner which will minimize damage to sound paint. Rust spots shall be thoroughly cleaned and edges of the existing paint shall be scraped back to sound material.

DRYING

1. No primer or paint shall be forced to be dried under conditions which will cause cracking, wrinkling, blistering, formation of pores which would detrimentally affect the condition of the paint.
2. No drier shall be added to the paint unless specified in the approved manufacturer's instructions.
3. Painted surfaces shall be protected from dust, dirt, and the elements of the weather until dry to the fullest extent practicable.
4. After drying, any areas of paint damaged from any cause shall be removed, the surface again prepared and then touched-up with the same paint and to the same thickness as the undamaged areas as specified in sub-section 4.14.3.7 above.

HANDLING

1. Precautions shall be taken to minimize damage to paint films resulting from stacking for drying.
2. Paint which is damaged in handling shall be scraped off and touched-up with the same paint and in the same thickness as was previously applied to the damaged area at Contractor's expense.

INSPECTION

1. All works and materials supplied under this Specification shall be subject to inspection by the Engineer.
2. The Contractor shall correct such works or replace such materials found defective under these Specifications at his own expense.

ITEM 16 : ELECTRICAL WORKS

SCOPE OF WORK

The work to be done shall consist of fabricating, trenching, furnishing, delivering and installing electrical materials/fixtures completed in accordance with all the details of the electrical works as shown on the drawings including materials, labor, tools and equipment and all incidental works as found necessary.

Refer to electrical plans/drawings for location and extent of work involved.

GENERAL REQUIREMENTS

- a) All works shall be done in accordance with the requirements of the publications and agencies having jurisdiction, as well as the requirements of the approved standards.
 1. National Fire Protection Association - (NFPA)
 2. National Electrical Manufacturer Association - (NEMA)
 3. Underwriter Laboratories, Inc. - (UL)
 4. Philippine Electrical Code - (PEC)
Philippine National Standard - (PNS)
 5. Federation Specification:
Circuit Breaker, Molded Case, Branch
Circuit and Service
 6. American National Standard Institute - (ANSI)
 7. American Society for Testing and Materials - (ASTM)
 8. Illuminating Engineering Society - (IES)
 9. Light Emitting Diode - (LED)
- b) The electrical power shall be Integrated Solar LED Street Light.
- c) The Contractor shall employ a licensed Registered Electrical Engineer or Master electrician to perform or to supervise and to conduct the continuous inspection of all electrical work.
- d) The Contractor shall first obtain approval from the Authority before procurement, fabrication or delivery of electrical materials to the site. Partial submittals will not be acceptable and will be returned without review. Submittals shall include the Manufacturer's Name, Trade Name, Place of Manufacture, Catalog Model or Number, Nameplate Data, Size, Layout Dimensions, Capacity, Project Specification and Paragraph Reference, Technical Society Publication References and other information necessary to establish contract compliance of each item to be furnished.
- e) All excavations fill and backfill and concrete works involved herein, shall be carried to the required elevations and shall conform to the provisions of specification under Earthwork and Concrete Construction of this tender document.

- f) The materials and equipment to be furnished shall be standard products of reputable manufacturer engaged in the reproduction of such materials and equipment.
- g) All permits and electrical fees required for this work shall be obtained at the expense of the Contractor. The Contractor shall furnish the Engineer-in-Charge, the final Certificates of Inspections and approval from the proper government authorities after the completion of work. The Contractor shall prepare all as-built plans and all other paper works as required by the enforcing authorities.
- h) The Contractor shall furnish and install electrical materials as shown in the drawings. A licensed Electrical Engineer or Master Electrician is required to implement the installation of the electrical system. A licensed electrical contractor shall oversee/conduct the installation of the main circuit breaker.
- i) Electrical installation shall conform to the requirements of Philippine Electrical Code (PEC) and the other approved standards.
- j) The contractor shall install all electrical works with the supervision of the qualified Registered Electrical Engineer (REE) or Master Electrician. All electrical installation applications regardless of capacity and voltage whether new, addition or revision shall be accompanied by electrical plans signed and sealed by a duly licensed Professional Electrical Engineer (PEE).

MATERIAL REQUIREMENTS

All materials shall be brand new and shall be of the approved type meeting all the requirements of the Philippine Electrical Code and bearing the Philippine Standard Agency (PSA) mark.

PRODUCTS

WIRES AND CABLES

The conductor material to be furnished and installed shall be copper wire Heat-Resistant Thermoplastic (THHN/THWN-2). All conductors shall be rated 600 volts insulation and shall be standard for all sizes.

CONDUIT AND FITTINGS

Underground PVC conduit shall be polyvinyl chloride with concrete covered. It shall be manufactured to schedule 40 outside diameter. All fittings and bends shall be solvent bonded using manufacturers recommended product.

70 WATT LED INTEGRATED SOLAR STREET LIGHT

Specifications:

Solar Module Type	: 120W Monocrystalline
Service Life	: 25 years
Battery Type	: LIFE PO4 (Lithium Phosphate) 12.8V, 57AH
Service Life	: 6 years
Charge Time	: 6-8 HRS (Depending on Irradiation Levels)
Discharge Time	: 15 Hrs. Full Power / 30 Hrs. Half Power
LED Lamp	: 12V, 70 Watt
Lumens	: 10,000 – 10,800 lm
Viewing Angle	: 120 degrees
Service Life	: 50,000 Hrs. (11yrs 12 Hrs. Per/Night)

Working Temperature	: -30 C / 70 C
Colour	: 6500K – 7000K
Mounting Height	: 7-10 Meter
Distance	: 25 – 35 Meter
Warranty	: 3 years
Certificates	: CE /ROHS /IP65
Product Weight	: 27 Kg

500 WATT LED FLOODLIGHT FIXTURE or (equivalent)

Specifications:

LED chips	: Samsung
Lumen Output	: 60,000 lm
Color	: daylight
Design life	: 50,000 hrs
Features	: with 10 kv surge protection
	: High quality
	: Industrial grade
	: High luminance
	: Low power consumption

STEEL TAPERED LAMP POST

Lamp Post shall be 10.0 m ht. steel tapered, furnished installed and tested as shown on the approved plans. The post/s shall be dimensioned for a wind velocity of 185 km/hr. It shall be locally fabricated or manufactured. The post shall be Hot –Dipped Galvanized, prime-coated with red lead and shall be painted at site with the final coating preferably aluminum paint to be approved by the Engineer.

HIGH MAST TOWER (18.0 meter height)

The high mast tower shall be transported by the contractor to the erection sites at his owned expense and liable to handle with care to avoid bending or damage to the hot dip galvanizing. Materials that have been damaged shall be repaired by and at the expense of the contractor.

LIGHTNING PROTECTION WITH ACCESSORIES

Lightning Protection: for high mast tower shall be grounded as shown in the approved plan. It's consist of air terminal, down conductors, ground connection, and grounding electrodes as shown in the plan.

EXECUTION

INSTALLATION

High Mast Tower and Lamp Post shall be installed as shown on the approved plans.

Pole Setting: Depth as shown on the approved plans.

Construction of reinforced concrete lamp post foundation / high mast tower foundation shall be in accordance with the shape and dimensions as shown on the approved plans.

Excavations / backfilling required before /after installation of lamp post / high mast tower with the trench shall conform to the provisions of Earthwork and Concrete construction.

Concrete Pedestal shall be reinforced concrete with appropriate weatherproof fittings as constructed as shown in the approved plan. Reinforced concrete materials shall conform to the requirements of concrete. Concrete shall be of 21 Mpa (3000 psi) compressive strength.

Metering: the utility company in Manila Electric Company (MERALCO) is responsible for the supply and installation of metering equipment, and its accessories, but it is part of the contractor responsibility and expense to coordinate with them on this regard.

METHOD OF ERECTION

The contractor shall use standards accepted practice and methods of erecting high mast tower depending upon the location. The high mast tower shall be erected by the contractor in accordance with the approved plan. The tower may be erected by assembling in sections on the ground and hoisting successive sections in place, or they may be built —up in place by individual members at the option of the Engineer. If erected by assembling in sections, all bolting in place shall be done on each section before starting another section. All bolts shall be drawn up tight but not to such a degree as to endanger the strength of the bolt. All nuts shall be locked in place. All bolt ends below and above ground should be flattened to prevent the nut from being taken out from the bolt. Only wrenches approved by the Engineer shall be used on the work, and the use of any wrench that may deform the nut or cut or flake the galvanizing shall not be permitted.

A reasonable amount of drifting shall be allowed in assembling but reaming for correction of mismatched holes due to shop errors shall not be permitted. If any shop error is discovered, the contractor shall notify the Engineer, who will decide whether the error may be corrected in the field or members returned to the manufacturer for correction or replacement.

All exposed structural and mild steel for high mast tower shall be hot-dip galvanized in accordance with reference publication of BS 729/ASTM A38. All Anchor bolts are made of Stainless Steel to ensure that the high mast tower assembly capacity can withstand all the stresses composed of wind, luminaires weight and live load of maintenance personnel.

WORKMANSHIP

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

TESTING OPERATIONS

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

GUARANTEE

Upon completion and before final acceptance of the work, the Contractor shall furnish the Engineer a written guarantee stating that all works executed are free from defects on materials and workmanship. The guarantee shall be for a period of one year from the date of the final acceptance. Any work that becomes defective during the said period shall be corrected / replaced by the Contractor at his own expense in a manner satisfactory to the Authority.

ITEM 17 : PILING WORKS (PRE-STRESSED CONCRETE PILES)

SCOPE OF WORK

This section covers the minimum requirements for the fabrication, hauling, spotting, driving and finishing of all foundation piles to be used in wharves/piers/platforms.

The Contractor may however, adopt, in addition to this minimum requirements additional provisions as may be necessary to insure the successful prosecution of the work related to foundation piling.

METHOD STATEMENT

Before the commencement of any piling works, the Contractor shall submit (allowing sufficient time for consideration) to the Engineer for approval a Safety Policy and a Method Statement which shall include the following information:

1. Program of Works detailing sequence and timing of individual portions of works.
2. Maximum proposed lead at any stage of driving between a pile and its neighbor and the limitations of same if hard driving is encountered.
3. Contingency plan in the event of encountering obstructions or reaching driving refusal to minimize disruption/delay especially when using pitch and drive methods.

MATERIAL REQUIREMENTS

TYPE OF FOUNDATION PILES

Pre-stressed concrete foundation piles to be used shall be in accordance with the design as shown on the Drawings and called for in the proposal.

PRE-STRESSED CONCRETE PILES

Pre-stressed concrete piles shall be constructed in accordance with the standard practice employed for the particular system specified and as directed by the Engineer subject to the following clauses.

1. Pre-stressed concrete piles shall be of readymade products of approved fabricator regularly engaged in the production of pre-stressed concrete piles.
2. If an alternative system of pre-stressing to that shown in the Drawings is proposed by the Contractor, full details, procedures and explanations shall be submitted in writing to the Engineer for his approval. When approved for the work, the provisions of this Specification and such other provisions as he may require shall be fully satisfied.
3. Concrete strength, high tension wires/strands, reinforcing bars to be used for pre-stressed concrete work shall be as specified in the Drawings.
4. The Contractor shall submit the casting method including pre-stressing, application of stress and casting schedule and shall obtain the approval of the Engineer before commencement of fabrication of the piles.
5. The Contractor shall arrange for the Engineer to have free access to the place of manufacture of the piles.

6. Piles shall be cast on a horizontal platform in approved steel moulds and details of the formwork and methods of concreting shall be as specified. The concreting of each pile shall be completed on one continuous operation and no interruption shall be permitted.

The pile butt must be formed truly square to the axis of the pile. Provision for standard splicing shall be provided unless otherwise ordered by the Engineer.

7. Anchorages shall be made from steel of a suitable quality to withstand permanently the forces imposed upon them, and shall in general be in accordance with the normal practice of the proprietors of the pre-stressing system in use.
8. Application of stress, grouting of pre-stressing cables, protection of pre-stressing cable anchorages and other necessary steps to complete the pre-stressing process shall conform to the standard practice of the pre-stressing system in use or as directed by the Engineer.
9. When the stress has been transferred to the pile, the pile shall exhibit no curvature in its length on any face greater than 3 millimeters deviation along a chord of 15 meters (1 in 500).
10. Pre-cast pre-stressed units shall be lifted only by lifting holes/hook as indicated in the Drawings, or when not provided can be lifted by slings placed securely at corresponding points. Units shall be kept in the upright position at all times and shock shall be avoided. Any unit considered by the Engineer to have become sub-standard in any way shall be rejected and replaced by an acceptable unit.
11. Each pre-stressed member is to be uniquely and permanently marked to show its type, date of casting, length of pile and any control markings as ordered by the Engineer
12. Forms shall conform to the geometry of the pile with the provision of chamfer as shown on the Drawings.
13. Not less than five (5) cylindrical specimens shall be made for each casting batch of which at least two (2) shall be reserved for 28-day test, one (1) for 7-day, one (1) for 14-day, and one (1) test prior to lifting of pre-stressed concrete piles from the casting bed. Lifting of piles shall only be done if the result of the compressive strength has reached at least 60% of the specified compressive strength.
14. Wires/strands specifications shall be in accordance with ASTM A 416.

EXECUTION

HANDLING OF PILES

All piles shall be carefully lifted at the location of the lifting points as indicated in the Drawings. Other practical and convenient methods may be used subject to the approval of the Engineer.

DRIVING OF PILES

A diesel pile hammer shall be used for driving the pre-stressed concrete piles.

The required weight of ram for the diesel pile hammer is 2.5 tons.

Piles driven shall be held firmly in position in axial alignment with the hammer by means of leads of adequate length. Approved cushions shall be provided to the pile butts.

PILE SPLICING

General Provision

1. The alignment of piles shall be plumb and the length of upper and lower segment shall be in accordance in the approved plans.
2. The splice shall be embedded at least 4m from the design depth elevation.

Surface Preparation

Concrete piles to be bonded must be thoroughly cleaned, free of dirt, paint, grease, oil, curing compound and other contaminants. The concrete surface must be dry. Clean the dowels with steel brush to removed rust and other impurities. Blow compressed air to the dowel holes.

Pile Splicing Epoxy

Piling splicing epoxy is a two components, low viscosity, rapid cure, chemical resistant epoxy with high physical strength.

Preparation and Application of Epoxy Mortar

Mixing and ratio of pile splicing epoxy and dry silica sand, application and curing of epoxy mortar shall refer to product manual.

Compressive Strength

The compressive strength of epoxy mortar (Pile Splicing Epoxy + Dry Silica Sand) shall be at least 1.2 times the design compressive strength of pile or 6,000psi.

Mechanical Properties of Epoxy

Cured state at 27° C (80° F) for 24 hours

Mechanical Properties	Specification (Test Methods)
Ultimate Tensile Strength	ASTM D 638
Ultimate Flexural Strength	ASTM D 790
Hardness	ASTM D 2240
Compressive Strength at 1 hour cure	ASTM D 695
Compressive Strength with Silica Sand	ASTM D 695

PILE CHIPPING

Each pile shall be chipped-off to required elevation as indicated in the drawing. The contractor shall ensure that no damaged/cracked on the main pile will occurred after each chipping. Reinforcement from driven piles (dowels and strand) shall not be cut and will be incorporated to the construction of deck. Splicing of dowels are allowed in case of pile cutting due to early refusal.

BEARING POWER OF PILES

Each pile shall be driven to attain not less than the required minimum bearing power shown in the pile schedule, as determined by the Hiley's Formula as follows:

$$\text{For Diesel Pile Hammer : } R = \frac{1}{6} \times \frac{2WH}{S + 2.54}$$

INTERRUPTED DRIVING

When driving is stopped before final penetration is reached and/or refusal is attained, the record of pile penetration shall be taken only after a minimum of 30 cm. (12 in.) total penetration has been obtained on resumption of driving.

ALIGNMENT TOLERANCE

Piles driven shall be within the allowable tolerance in alignment of 10 cm. (4 in.) in any direction.

DAMAGED AND MISDRIVEN PILES

1. Piles shall not be more than 10 cm. (4 in.) out of place at cut-off level. All vertical piles shall not be more than 2% out of plumb.
2. Any pile damaged by improper driving or driven out of its proper location, or driven out of elevation fixed on the plans, shall be corrected correspondingly at the Contractor's expense by any of the following methods:
 - a. Withdrawal of the pile and replacement by a new pile.
 - b. Driving a second pile adjacent to the defective one.
 - c. Splicing an additional length.

The method to be adopted in each case shall be at the discretion of the Engineer.

OBSTRUCTION

Where boulders or other obstructions make it impossible to drive certain piles in the location shown and to the required bearing strata, the Engineer may order additional pile or piles driven at other suitable location.

RECORDS

The Contractor shall keep records of each pile driven and shall furnish the Engineer two (2) signed typewritten/computerized copies. The records shall show the number of blows per 0.50 m. of initial penetration taken from the free fall elevation of the pile down to penetration depth of 5.0 m., the penetration under the last 10 blows, and the calculated safe load according to the Hiley's Formula as stated in bearing power of piles.

ITEM 18 : 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.

2438 (8 ft.)

(Name of Project and Location)

37mm YELLOW BORDER LINE

CONTRACTOR

EFFECTIVITY OF CONTRACT

CONTRACT COMPLETION DATE

CONTRACT COST

IMPLEMENTING OFFICE

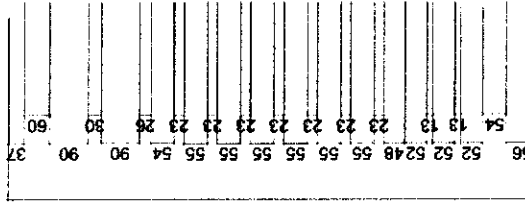
SOURCE OF FUND


WHITE BACKGROUND

ARIAL BLACK TEXT

ARIAL DARK BLUE TEXT

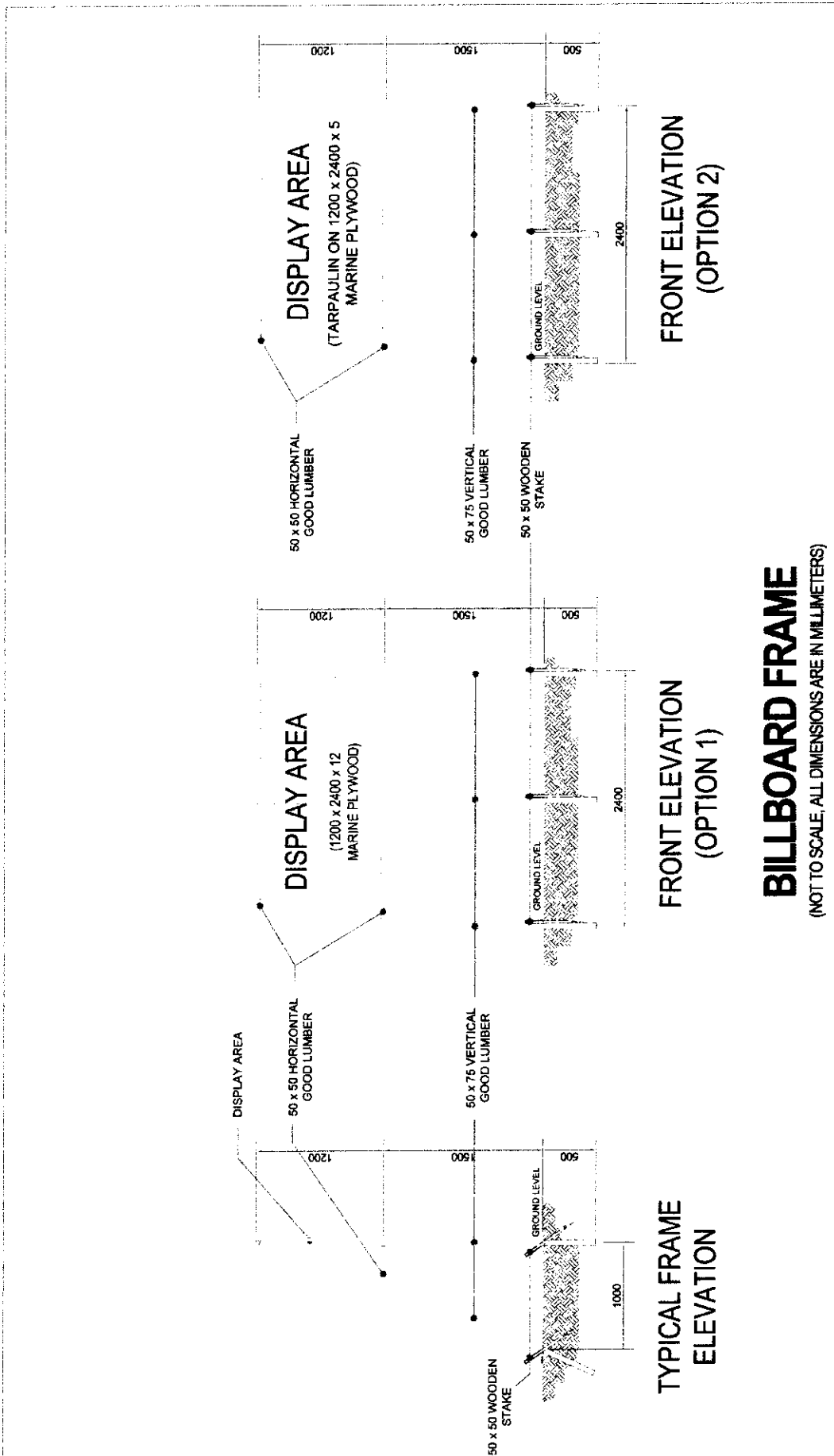
1219 (4 ft.)





PHILIPPINE
PORTS
AUTHORITY

STANDARD PROJECT BILLBOARD



ITEM 19 : SAFETY SIGNAGES AND BARRICADES

DESCRIPTION

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

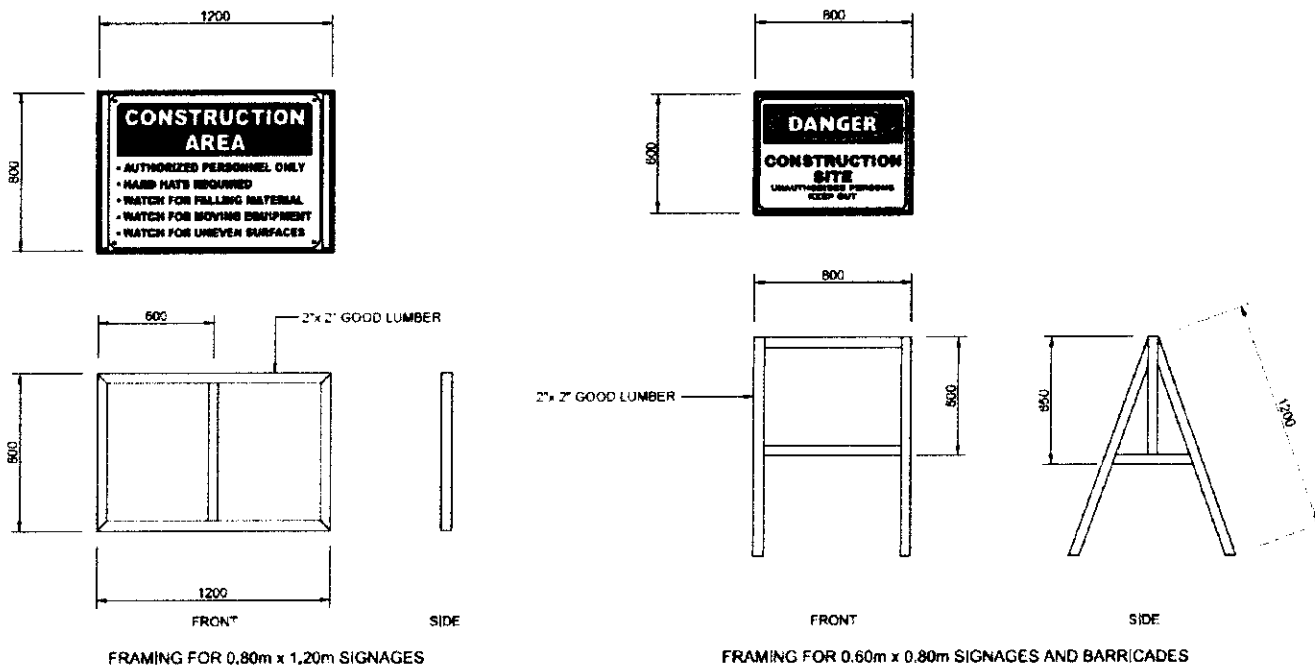
SPECIFICATION

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

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

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

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



STANDARD PLAN FOR SIGNAGES AND BARRICADES

SECTION VII

PROJECT DRAWINGS

SECTION VII

PROJECT DRAWINGS

(SEE ISSUED APPROVED PLANS)

LIST OF DRAWINGS:

01 of 24	Development Plan, Vicinity Map, General Notes, List of Drawings
02 of 24	General Plan
03 of 24	Piling and Anchorage Plan
04 of 24	Piling and Anchorage Plan
05 of 24	Off-Shore Elevation @ Pier Widening
06 of 24	Off-Shore Elevation @ Ro-Ro Ramp On-Fill
07 of 24	Sectional Elevation A-A, Sectional Elevation B-B
08 of 24	Sectional Elevation C-C, Sectional Elevation D-D
09 of 24	Sectional Elevation E-E, Sectional Elevation F-F Detail of Retaining Walls, Detail of 50-ton Bollard Attachment Detail of Coping Wall @ Widening of Pier Detail of Coping Wall @ Ro-Ro Ramp On-Fill
10 of 24	Detail of Anchor Block Mooring Bollard, Detail of Anchor Block Sheet Pile Detail of 50-Ton Bollard Attachment, Detail of Coping Wall @ Widening of Pier, Detail of Coping Wall @ Ro-Ro ramp On-Fill
11 of 24	Portland Cement Concrete Pavement Layout Typical Detail of Pavement Joint
12 of 24	Detail of pre-Stressed Concrete Sheet Pile
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SECTION VIII

BILL OF QUANTITIES
and
ATTACHMENTS

BILL OF QUANTITIES
PROPOSED REHABILITATION AND UPGRADING OF EXISTING BERTH AND BACK-UP AREA
Pier 18, Vitas, Tondo, Manila

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 1	GENERAL EXPENSES				
1.01	Mobilization, demobilization and cleaning	lot	1		
1.02	Rental of temporary site office and residence for the Engineer and staff	mo.	20		
1.03	Maintain temporary site office and residence for the Engineer and staff	mo.	20		
1.04	Provide Construction Safety and Health Program in the execution of the project	mo.	20		
TOTAL FOR BILL NO. 1					-

BILL OF QUANTITIES
PROPOSED REHABILITATION AND UPGRADING OF EXISTING BERTH AND BACK-UP AREA
Pier 18, Vitas, Tondo, Manila

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 2	REHABILITATION AND UPGRADING OF EXISTING BERTH AND BACK-UP AREA				
2.01	Remove and turn over to authority existing mooring bollard	set	22		
2.02	Remove and turn over to authority existing RDF	set	22		
2.03	Demolish and dispose existing concrete pavement	sq.m.	3,468		
2.04	Demolish and dispose existing building structure	sq.m.	280		
2.05	Remove and dispose plants/green	sq.m.	290		
2.06	Demolish and dispose existing sheet pile/retaining wall up to required elevation prior to installation of tie rod	cu.m.	52		
2.07	Excavate, backfill and compaction of existing fill materials prior to installation of tie rod and anchor block	cu.m.	4,733		
2.08	Supply and place 1000 kg rocks	cu.m.	365		
2.09	Supply and place 50-100 kg rocks	cu.m.	13,629		
2.10	Supply and place 3,500 psi concrete for retaining walls, anchor wall, mooring block, coping wall, rc curb, rc ditch, lateral drainage and perimeter fence column	cu.m.	1,583		
2.11	Supply and install steel reinforcement for retaining walls, anchor wall, mooring block, coping wall, rc curb, rc ditch, lateral drainage, perimeter fence column and CHB	kg	174,236		
2.12	Supply and install geotextile fabric	sq.m.	5,691		

BILL OF QUANTITIES
PROPOSED REHABILITATION AND UPGRADING OF EXISTING BERTH AND BACK-UP AREA
Pier 18, Vitas, Tondo, Manila

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
2.13	Supply and place sand and gravel fill	cu.m.	17,147		
2.14	Supply, spread and compact selected fill materials	cu.m.	8,765		
2.15	Supply, spread and compact aggregate base course	cu.m.	2,251		
2.16	Construct concrete edging including steel reinforcement	sq.m.	404		
2.17	Supply, spread and compact 10% cement treated base course (150mm thk.)	cu.m.	1,932		
2.18	Supply and spread leveling sand cushion (50mm thk.)	cu.m.	644		
2.19	Supply and install Interlocking Concrete Blocks Pavement (100mm x 200mm x 125mm)	sq.m.	12,880		
2.20	Construct CHB wall (150mm thk.) for perimeter fence	sq.m.	959		
2.21	Supply and place plain cement plaster finish for CHB wall and column	sq.m.	1,918		
2.22	Supply, fabricate and install various materials for barbed wire fence	sq.m.	178		
2.23	Supply and install 36mmØ x 13.00m tie-rod including accessories	set	56		
2.24	Supply and install 60mmØ x 16.00m tie-rod including accessories	set	191		
2.25	Supply and place portland cement concrete pavement (PCCP, 300mm thk.)	sq.m.	1,234		
2.26	Supply and deliver to site 0.35m x 0.525m PSC sheet piles	l.m.	10,108		

BILL OF QUANTITIES
PROPOSED REHABILITATION AND UPGRADING OF EXISTING BERTH AND BACK-UP AREA
Pier 18, Vitas, Tondo, Manila

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
2.27	Supply and deliver to site RC corner sheet piles a. RC sheet corner pile no.1 b. RC sheet corner pile no.2 c. RC sheet corner pile no.3 d. RC sheet corner pile no.4 e. RC sheet corner pile no.5	l.m. l.m. l.m. l.m. l.m.	14 14 14 14 14		
2.28	Handle, pitch and drive 0.35m x 0.525m PSC sheet piles and RC corner sheet piles	l.m.	10,178		
2.29	Chipping and cutting of driven PSC Sheet piles up to cut-off elevation including disposal of debris	l.m.	727		
2.30	Supply and place gravel bedding	cu.m.	122		
2.31	Supply and place anchor blocks.	no.	56		
2.32	Supply and deliver to site rubber dock fender (V-type 500H x 2000L) including accessories	set	33		
2.33	Install rubber dock fender including accessories	set	33		
2.34	Supply and deliver to site mooring bollard (50T, T-head) including accessories.	set	28		
2.35	Install mooring bollard including accessories	set	28		
2.36	Supply and place lean concrete	cu.m.	56		
2.37	Supply and apply paint for concrete wall surfaces (2 - coats)	sq.m.	2,136		

BILL OF QUANTITIES
PROPOSED REHABILITATION AND UPGRADING OF EXISTING BERTH AND BACK-UP AREA
Pier 18, Vitas, Tondo, Manila

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
2.38	Supply and apply paint for metal surface	sq.m.	11		
TOTAL FOR BILL NO. 2					-

BILL OF QUANTITIES
PROPOSED REHABILITATION AND UPGRADING OF EXISTING BERTH AND BACK-UP AREA
Pier 18, Vitas, Tondo, Manila

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 3	PORT LIGHTING SYSTEM				
3.01	Supply, deliver and install electrical works for port lighting system as shown in the plan	lot	1		
3.02	Construct lamp post foundation	no.	3		
3.03	Construct floodlight foundation	no	7		
3.04	Construct pedestal post	no.	1		
3.05	Supply and drive 0.40m x 0.40m PSC piles including chipping and cutting	no.	7		
TOTAL FOR BILL NO. 3					-

BILL OF QUANTITIES

PROPOSED REHABILITATION AND UPGRADING OF EXISTING BERTH AND BACK-UP AREA

Pier 18, Vitas, Tondo, Manila

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 4	REIMBURSABLE ITEMS				
4.01	Provide reimbursable items necessary in the implementation of the project as determined by the Authority	lot	1		
TOTAL FOR BILL NO. 4					-

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

REHABILITATION AND UPGRADING OF EXISTING BERTH AND BACK-UP AREA

Item 2.01 Remove and turn over to authority existing mooring bollard

The quantity to be paid for shall be the actual quantity in set of existing mooring bollard, removed and turned over to authority in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.02 Remove and turn over to authority existing RDF

The quantity to be paid for shall be the actual quantity in set of existing RDF, to be removed and turned over to authority in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.03 Demolish and dispose existing concrete pavement

The quantity to be paid for shall be the actual area in square meter of existing concrete pavement, 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 2.04 Demolish and dispose existing building structure

The quantity to be paid for shall be the actual area in square meter of existing building structure, 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 2.05 Remove and dispose plants/ green

The quantity to be paid for shall be the actual area in square meter of plants/ green, to be removed 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 2.06 Demolish and dispose existing sheet pile/retaining wall up to required elevation prior to installation of tie rod

The quantity to be paid for shall be the actual volume in cubic meter of existing sheet pile/retaining wall to be demolished and disposed up to required elevation prior to installation of tie rod, 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 Excavate, backfill and compaction of existing fill materials prior to installation of tie rod and anchor block

The quantity to be paid for shall be the actual volume in cubic meter of existing fill materials to be excavated, backfilled and compacted prior to installation of tie rod and anchor block, in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.08 Supply and place 1,000 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 2.09 Supply and place 50-100 kg. rocks

The quantity to be paid for shall be the actual volume in cubic meter of 50-100 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 2.10 Supply and place 3,500 psi concrete for retaining walls, anchor wall, mooring block, coping wall, rc curb, rc ditch, lateral drainage and perimeter fence column

The quantity to be paid for shall be the actual volume in cubic meter of 3,500 psi concrete for retaining walls, anchor wall, mooring block, coping wall, rc curb, rc ditch, lateral drainage and perimeter fence column, 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 2.11 Supply and install steel reinforcement for retaining walls, anchor wall, mooring block, coping wall, rc curb, rc ditch, lateral drainage, perimeter fence column and CHB

The quantity to be paid for shall be the actual weight in kilogram of reinforcing steel bars for retaining walls, anchor wall, mooring block, coping wall, rc curb, rc ditch, lateral drainage, perimeter fence column and CHB, 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 2.12 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 2.13 Supply and place sand and gravel fill

The quantity to be paid for shall be the actual volume in cubic meter of sand and gravel fill, supplied and set-in-place in accordance with the plans and specifications and accepted by the Engineer. Hydrographic/Topographic Surveys before and after placing of sand and gravel fill shall be made to determine the actual elevations along the cross sections and the actual quantities for payment. Volume due to settlement as established using settlement plates shall also be considered for payment. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.14 Supply, 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 2.15 Supply, spread and compact aggregate base course

The quantity to be paid for shall be the actual volume in cubic meter of aggregate base course 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 2.16 Construct concrete edging including steel reinforcement

The quantity to be paid for shall be the actual area in square meter of concrete edging including steel reinforcement, 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.

Item 2.17 Supply, spread and compact 10% cement treated base course (150mm thk.)

The quantity to be paid for shall be the actual volume in cubic meter of 10% cement treated base course (150mm thk.) 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 2.18 Supply and spread leveling sand cushion (50mm thk.)

The quantity to be paid for shall be the actual volume in cubic meter of leveling sand cushion (50mm thk.), supplied and spread 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 2.19 Supply and install interlocking concrete blocks pavement (100mm x 200mm x 125mm)

The quantity to be paid for shall be the actual area in square meter of interlocking concrete blocks pavement (100mm x 200mm x 125mm) 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 2.20 Construct CHB wall (150mm thk.) for perimeter fence

The quantity to be paid for shall be the actual area in square meter of CHB wall (150mm thk.) for perimeter fence, 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.

Item 2.21 Supply and place plain cement plaster finish for CHB wall and column

The quantity to be paid for shall be the actual area in square meter of plain cement plaster finish and column, 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 2.22 Supply, fabricate and install various materials for barbed wire fence

The quantity to be paid for shall be the actual area in square meter of various materials for barbed wire fence, supplied, fabricated 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 2.23 Supply and install 36mmØ x 13.00m tie-rod including accessories

The quantity to be paid for shall be the actual number in set of 36mmØ x 13.00m tie-rod including 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 2.24 Supply and install 60mmØ x 16.00m tie-rod including accessories

The quantity to be paid for shall be the actual number in set of 60mmØ x 16.00m tie-rod including 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 2.25 Supply and place portland cement concrete pavement (PCCP, 300mm thk.)

The quantity to be paid for shall be the actual area in square meter of portland cement concrete pavement (PCCP, 300mm thk.), 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 2.26 Supply and deliver to site 0.35m x 0.525m PSC sheet piles

The quantity to be paid for shall be the actual length in linear meter of 0.35m x 0.525m PSC sheet piles, supplied and delivered to site in accordance with the plans and

specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.27 Supply and deliver to site RC corner sheet piles

- a) RC sheet corner pile no. 1
- b) RC sheet corner pile no. 2
- c) RC sheet corner pile no. 3
- d) RC sheet corner pile no. 4
- e) RC sheet corner pile no. 5

The quantity to be paid for shall be the actual length in linear meter of RC corner sheet piles of various sizes, supplied and delivered to site in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.28 Handle, pitch and drive 0.35m x 0.525m PSC sheet piles and RC corner sheet piles

The quantity to be paid for shall be the actual length in linear meter of 0.35m x 0.525m PSC sheet piles and RC corner sheet piles to be handled, pitched and driven 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 2.29 Chipping and cutting of driven PSC sheet piles up to cut off elevation including disposal of debris

The quantity to be paid for shall be the actual length in linear meter of driven PSC sheet piles to be chipped/cut off up to required elevation including disposal of debris 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 2.30 Supply and place gravel bedding

The quantity to be paid for shall be the actual volume in cubic meter of gravel bedding, 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 2.31 Supply and place anchor blocks

The quantity to be paid for shall be the actual number of anchor blocks, 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 2.32 Supply and deliver to site rubber dock fender (V-type 500H x 2000L) including accessories

The quantity to be paid for shall be the actual set of rubber dock fender (V-type 500H x 2000L) including accessories, supplied and delivered to site in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall

be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.33 Install rubber dock fender including accessories

The quantity to be paid for shall be the actual set of rubber dock fender including accessories, installed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.34 Supply and deliver mooring bollard (50 Tons, T-head) including accessories

The quantity to be paid for shall be the actual set of mooring bollard (50 Tons, T-head) including accessories, supplied and delivered to site in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.35 Install mooring bollard including accessories

The quantity to be paid for shall be the actual set of mooring bollard including accessories, installed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.36 Supply and place lean concrete

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

Item 3.37 Supply and apply paint for concrete wall surfaces (2-coats)

The quantity to be paid for shall be the actual area in square meter of paint (2-coats) for concrete wall surfaces, 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 3.38 Supply and apply paint for metal surface (2-coats)

The quantity to be paid for shall be the actual area in square meter of paint (2-coats) for metal surface, 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.

BILL NO. 3

PORT LIGHTING SYSTEM

Item 3.01 Supply, deliver and install electrical works for port lighting system as shown in the plan

The quantity to be paid for shall be the actual number in set of single arm steel tapered lamp post, 10.00mtrs. ht., hot dipped galvanized with 70 watt LED, integrated solar street light to be supplied, delivered and installed in accordance with the plans and specifications 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 Construct lamp post foundation

The quantity to be paid for shall be the actual number of lamp post foundation, constructed in accordance with the plans and specifications accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 3.03 Construct floodlight foundation

The quantity to be paid for shall be the actual number of floodlight foundation, constructed in accordance with the plans and specifications accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 3.04 Construct pedestal post

The quantity to be paid for shall be the actual number of street lamp post foundation, constructed in accordance with the plans and specifications accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 3.05 Supply and drive 0.40m x 0.40m PSC piles including chipping and cutting

The quantity to be paid for shall be the actual number of 0.40m x 0.40m PSC piles to be supplied and driven including chipping and cutting, in accordance with the plans and specifications 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. 4

REIMBURSABLE ITEMS

Item 4.01 Provide reimbursable items necessary in the implementation of the project as determined by the Authority.

The quantity to be paid for shall be the actual quantity of determined items by the Authority deemed necessary in the implementation of the project, supplied, delivered and accepted by the Authority. Payment for said items shall be made only upon complete delivery/acceptance of such. The contract lump sum price shall be full compensation for providing all determined items. The Contractor's Profit and Overhead, Contingencies and Miscellaneous (OCM) should not be included in the cost of said items. The amount of bid should be fixed as indicated in the amount stated in the Bid Data Sheet [ITB Clause 13.1(a)] and as provided in the Bill of Quantities (BOQ). Claims for payment shall be supported by Official Receipt(s) (OR) and at least three (3) canvasses. The amount to be paid for shall be the price indicated in the OR but should not exceed the contract lump sum price. The determined items shall be the property of PPA. Operation and maintenance shall be borne by PPA.

Provided)

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

1	unit	Crane Barge (319 GW, minimum) with 60T crane, owned
1	unit	Bulldozer (140hp, minimum), owned/leased
2	units	Crawler Crane (30T, minimum), owned
2	units	Pile Hammer (Diesel, 7,500 kg.m.), owned
2	units	Drop Hammer (2T, minimum), owned/leased
1	unit	Clamshell, owned
2	units	Concrete Mixer (1-bagger, minimum), owned
2	units	Concrete Vibrator (3.5 hp, minimum), owned
1	unit	Concrete Cutter (5 hp, minimum), owned
1	unit	Forklift (1.36T), owned
2	units	Bar Cutter (electric, 25mm dia min.), owned
2	units	Bar Bender (electric, 25mm dia min.), owned
1	unit	Dump Truck (8 cu.m., minimum), owned
1	unit	Water Truck with pump (1,000 gal., minimum), owned
1	unit	Concrete Screeder, owned
1	unit	Air-Compressor (250 cfm, minimum), owned
2	units	Jackhammer, owned
1	unit	Welding Machine (400 amp., minimum), owned
2	units	Oxy/Acetylene Cutting Outfit, owned
1	unit	Tugboat (500hp, minimum), owned/leased
1	unit	Road Roller (12.05T, vibratory, minimum), owned/leased
1	unit	Road Grader (125 hp, minimum), owned/leased
1	unit	Payloader (1.06 cu.m., 93 hp, minimum), owned/leased
1	unit	Backhoe (0.40 cu.m., 94.30 hp, minimum), owned/leased
2	units	Transit Mixer (5-6 cu.m. cap., minimum), owned/leased
2	units	Plate Compactor (5 hp, minimum), owned

CONSTRUCTION SAFETY AND HEALTH REQUIREMEN

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

- | | | |
|----|------|--------------|
| 61 | pcs. | Hard Hats |
| 61 | pcs. | Gloves |
| 4 | pcs. | Goggles |
| 2 | pcs. | Aprons |
| 4 | pcs. | Safety Belts |
| 61 | pcs. | Safety Shoes |
| 4 | pcs. | Life Lines |

Safety Devices

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

Medical and First Aid System - For twenty (20) mos.

NOTE:

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

SECTION IX

BIDDING FORMS

Bid Form

Date: _____

ITB No: _____

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

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract **Proposed Rehabilitation and Upgrading of Existing Berth and Back-up Area, Pier 18, Vitas, Tondo, Manila;**
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

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

BILL NO	DESCRIPTION	TOTAL AMOUNT
1	General Expenses	₱
2	Rehabilitation and Upgrading of Existing Berth and Back-up Area	
3	Port Lighting System	
4	Reimbursable Items	
	TOTAL AMOUNT OF BID (including VAT)	₱

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

- (c) Our Bid shall be valid for a period of 120 days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of insert percentage amount percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: insert information;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the **Proposed Rehabilitation and Upgrading of Existing Berth and Back-up Area, Pier 18, Vitas, Tondo, Manila of the Philippine Ports Authority.**
- (k) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

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

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

NOTE:

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

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	Completed

NOTE :

1. The prospective bidder must have completed an SLCC that is similar to the contract to be bid, and whose value, adjusted to current prices using the PSA consumer price indices, must be at least fifty percent (50%) of the ABC to be bid.
2. This Statement shall be supported by:
 - a. Notice of Award and / or Notice to Proceed.
 - b. Project Owner's Certificate of Final acceptance issued by the owner other than the Contractor or Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory.

Name of Firm/Applicant

Authorized Signing Official

Date

EXPERIENCE RECORD ON SIMILARLY COMPLETED PROJECTS

Similar Major Operations of Work 1]	Unit of Measure	Quantity	Title of the Project				Unit of Measure	Quantity
			Title of the Project	Title of the Project	Title of the Project	Title of the Project		
1. Off-shore Pile Driving of concrete piles	l.m.	5,089						
2. Reinforced Concrete Works	cu.m.	792						
3. Rock Works								
a) 1000 kg./pc.	cu.m.	183						
b) 50-100 kg./pc.	cu.m.	6,815						
4. Fill Materials	cu.m.	12,956						
5. Construction of Portland Cement Concrete Pavement (PCCP)	sq.m.	617						
6. Construction of Interlocking Concrete Block Pavement (ICBP)	sq.m.	6,440						

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

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

Name of Firm/Applicant

Authorized Signing Official

Date

(Revised Form : September 2012)

FINANCIAL DATA

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

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

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

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

NFCC = _____

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

Name of Firm/Applicant

Authorized Signing Official

Date: _____

NOTES:

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

LIST OF CONTRACTOR'S PERSONNEL

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

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

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

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

Name of Firm/Applicant

Authorized Signing Official

Date

REVISED FORM (September 2012)

LIST OF CONTRACTOR'S EQUIPMENT UNITS

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

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

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

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

Name of Firm/Applicant

Authorized Signing Official

Date

REVISED FORM (January 2011)

OMNIBUS SWORN STATEMENT FOR SOLE PROPRIETORSHIP

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

AFFIDAVIT

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

1. I am the sole proprietor or authorized representative of (Name of Bidder) with office address at _____:
2. As the owner and sole proprietor or authorized representative of (Name of Bidder), I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for (Name of Project) of the Philippine Ports Authority, (as shown in the attached duly notarized "Special Power of Attorney" for the authorized representative);
3. (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. (Name of Bidder) is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. The owner or sole proprietor is not related to the Head of Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management office or the end – user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. (Name of Bidder) complies with existing labor laws and standards; and
8. (Name of Bidder) is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Document:
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the *Proposed Rehabilitation and Upgrading of Existing Berth and Back-up Area, Pier 18, Vitas, Tondo, Manila.*

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

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

Bidder's Representative / Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

OMNIBUS SWORN STATEMENT FOR PARTNERSHIP OR COOPERATIVE

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

A F F I D A V I T

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

1. I am the duly authorized and designated representative of (Name of Bidder) with office address at (Address);
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for (Name of Project) of the Philippine Ports Authority, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution or Secretary's Certificate (whichever is applicable);
3. (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. (Name of Bidder) is authorizing the PPA General Manager or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers and members of (Name of Bidder) is related to the PPA General Manager, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management office or the end- user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. (Name of Bidder) complies with existing labor laws and standards; and
8. (Bidder) is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Document:
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the *Proposed Rehabilitation and Upgrading of Existing Berth and Back-up Area, Pier 18, Vitas, Tondo, Manila*.

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

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

Bidder's Representative / Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

OMNIBUS SWORN STATEMENT FOR CORPORATION OR JOINT VENTURE

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

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 *Proposed Rehabilitation and Upgrading of Existing Berth and Back-up Area, Pier 18, Vitas, Tondo, Manila*.

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

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

Bidder's Representative / Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

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

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

BID-SECURING DECLARATION

Invitation to Bid No. _____

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

I, the undersigned, declare that:

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

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

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

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

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

NAME OF NOTARY PUBLIC

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

CONSTRUCTION METHODOLOGY

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

MINIMUM SCOPE OF CONSTRUCTION METHODOLOGY

A. REHABILITATION/ UPGRADING AND WIDENING OF EXISTING WHARF/ BACK-UP AREA

(Area = 15,213.85 sq.m.)

1. Remove and turn over to Authority existing mooring bollard (22 sets) and existing RDF (22 sets), demolish and dispose existing concrete pavement (3,468 sq.m.), existing building structure (280 sq.m.) and existing sheet piles wall/ retaining wall (52 cu.m.), remove and dispose plants/ green (290 sq.m.) and excavate, backfill and compaction of existing fill materials (4,733 sq.m.)
2. Construction of rock bulkhead (13,994 cu.m.), fill materials (25,912 cu.m.), reinforced concrete for retaining walls, anchor wall, mooring block, coping wall, rc curb, rc ditch, lateral drainage and perimeter fence (1,583 cu.m. of concrete and 174,236 kg of reinforcing steel bars of various sizes),
3. Supply and drive of concrete sheet piles (0.35m x 0.525m psc sheet piles – 10,108 l.m. and rc corner sheet piles – 70 l.m.), including chipping and cutting of newly driven piles up to required elevation (727 pcs.)
4. Construction of CHB wall (959 sq.m.), including plastering (1,918 sq.m.), barbed wire fence (178 sq.m.) and painting for concrete and metal surface (2,139 cu.m.) and 11 sq.m., respectively)
5. Construction of Portland Cement Concrete pavement (PCCP, 300mm thk. – 1,234 sq.m.) and interlocking concrete block pavement (12,880 sq.m.), including aggregate base course (2,251 cu.m.), cement treated base course (1,932 cu.m.), san cushion (644 cu.m.) and concrete edging (404 sq.m.)
6. Supply and install geotextile fabric (5,691 sq.m.), tie rod of various sizes (56 sets – 36mmØ 13.00m and 191 sets – 60mmØ x 16.00m and anchor block (56 pcs), including gravel bedding (122 cu.m.) and lean concrete (56 cu.m.)
7. Supply and install rubber dock fenders, V-Type, 500H x 2,000L (33 sets) and mooring bollards, 50 Tons, T-Head (28 sets)

B. PORT LIGHTING SYSTEM

1. Supply and installation of steel tapered lamp post, 10.00m ht., hot dipped galvanized (3 sets) with 70 watt LED solar lamp fixtures (3 sets) and floodlight steel post, 18.00m ht., hot dipped galvanized (7 sets) with 500 watt LED floodlight fixture (14 sets)

NOTES:

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

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

Signature
(Authorized Signing Official)

MANPOWER SCHEDULE

Name of Project : _____

Proposed Project Description : _____

Location : _____

MANPOWER (Minimum)	CONTRACT DURATION (_____ Calendar Days)																			
	M O N T H L Y																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Project Manager																				
Project Engineer																				
Materials Engineer																				
Construction Safety and Health Officer																				
Foreman																				
Specify other applicable positions, ie.:																				
- Carpenter																				
- Steelman																				
- Mason																				
- Electrician																				
- Rigger																				
- Others																				

Signature
(Authorized Signing Official)

EQUIPMENT UTILIZATION SCHEDULE

Name of Project : _____

Proposed Project Description : _____

Location : _____

[illegible]

Signature
(Authorized Signing Official)

CASHFLOW BY QUARTER AND PAYMENT SCHEDULE

Name of Project: _____

Proposed Project Description: _____

Location: _____

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

NOTES

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

Signature
(Authorized Signing Official)

SECTION X

CONTRACT FORM

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

C O N T R A C T
FOR THE PROPOSED REHABILITATION AND UPGRADING
OF EXISTING BERTH AND BACK-UP AREA
PIER 18, VITAS, TONDO, MANILA

KNOW ALL MEN BY THESE PRESENTS:

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

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

- and -

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

W I T N E S S E T H:

WHEREAS, in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations, PPA advertised and published in a newspaper of general circulation and posted on the PPA website and G-EPS as well as in its bulletin board, an Invitation to Bid for the *Proposed Rehabilitation and Upgrading of Existing Berth and Back-up Area, Pier 18, Vitas, Tondo, Manila*;

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

WHEREAS, after the opening of bids on _____, and the conduct of bid evaluation and required post-qualification, the bid submitted by the **CONTRACTOR** at its unit and lump sum prices set forth in its proposal was found to be the Lowest Calculated Responsive Bid in the amount of _____ (₱ _____), 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 *Proposed Rehabilitation and Upgrading of Existing Berth and Back-up Area, Pier 18, Vitas, Tondo, Manila*; in conformity in all respects with the provisions of this Contract, as follows:

ITEMS	TOTAL AMOUNT
1. General Expenses	P
2. Rehabilitation and Upgrading of Existing Berth and Back-up Area	P
3. Port Lighting System	P
4. Reimbursable Items	P
TOTAL AMOUNT	P

(Draft Contract Form)

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

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

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

ARTICLE III

CONSIDERATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

PERFORMANCE SECURITY

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

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

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

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

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

4.05 In case of a reduction in the contract value or for partially completed works under this contract which are usable and accepted by PPA, and the use of which in the judgment of PPA shall not affect

the structural integrity of the entire project, PPA may allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

ARTICLE V

COMPLETION TIME: LIQUIDATED DAMAGES

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

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

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

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

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

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

ARTICLE VI

EXTENSION OF CONTRACT TIME

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

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

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

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

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

ARTICLE VII

ENTIRE CONTRACT

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

ARTICLE VIII

CONTRACTOR'S LIABILITY

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

ARTICLE IX

RESPONSIBILITY OF THE CONTRACTOR

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

9.02 The CONTRACTOR shall be fully responsible for the safety, protection, security and convenience of its personnel, third parties and the public at large, as well as the works, equipment, installation and the like to be affected by the construction work.

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

ARTICLE X

INSPECTION AND CONSTRUCTION OF CONTRACT WORK

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

ARTICLE XI

NON-ASSIGNMENT AND NO SUBCONTRACT

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

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

ARTICLE XII

INSURANCE

12.01 The CONTRACTOR shall, prior to the commencement of work, secure the standard CONTRACTOR's all risk insurance (CARI) from the Government Service Insurance System (GSIS) or any insurance company duly certified by the Insurance Commission as authorized to issue such

insurance, to insure the works against all losses or damages arising from whatever cause for which the CONTRACTOR is responsible under the Contract.

ARTICLE XIII

WARRANTY

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

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

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

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

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

ARTICLE XIV

TAXES, LICENSES, PERMITS AND FEES

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

14.02 The CONTRACTOR shall pay taxes in full and on time and that failure to do so shall entitle PPA to suspend payment to the CONTRACTOR. Further, the CONTRACTOR shall during the term of this

Contract regularly present to PPA a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

ARTICLE XV

AGREEMENT MODIFICATION

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

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

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

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

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

ARTICLE XVI

SUSPENSION OF WORK

16.01 The PPA or its duly authorized representative shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to force majeure or any fortuitous events or for failure on the part of the CONTRACTOR to correct bad conditions which are unsafe for workers or for the general public to carry out valid orders given by PPA or to perform any provisions of the Contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The CONTRACTOR shall immediately comply with such order to suspend the work wholly or partly.

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

ARTICLE XVII

INDIVISIBILITY OF OBLIGATION

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

ARTICLE XVIII

ARBITRATION/REMEDY AND RELIEF

18.01 Should there be any dispute or difference of any kind whatsoever which shall arise between the parties in connection with the implementation of this Contract; the Parties hereto shall make every effort to resolve amicably such dispute or difference by mutual consultation. In the event that such dispute or disagreement be not resolved to their mutual satisfaction, the matter shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Laws" and Republic Act No. 9285; otherwise known as the "Alternative Dispute Resolution Act of 2004". Provided, however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be submitted thereto. Provided, further, that, by mutual agreement, the parties hereto may agree in writing to resort to other alternative modes of dispute resolution. Provided, finally, that the arbitration proceeding shall be without prejudice to the right of PPA to rescind or terminate this contract in accordance with Article XIX, Section 19.04 hereof.

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

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

ARTICLE XIX

OTHER COVENANTS

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

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

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

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

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

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

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

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

19.07 The CONTRACTOR shall provide and do everything necessary to perform its obligations under this Contract according to the true intent and meaning of all the Contract Documents taken together, whether the same may or may not be shown or described particularly in the drawings, plans and specifications provided that the same can be inferred therefrom. Should the CONTRACTOR find discrepancy in the drawings, plans and specifications, it shall immediately refer the same to the PPA, whose decision shall be followed.

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

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

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

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

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

ARTICLE XX

SPECIAL REPRESENTATION

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

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

ARTICLE XXI

BUDGETARY REQUIREMENT

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

ARTICLE XXII

EFFECTIVITY

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

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

PHILIPPINE PORTS AUTHORITY

By:

Jay Daniel R. Santiago
General Manager

By:

WITNESSES:

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 *Proposed Rehabilitation and Upgrading of Existing Berth and Back-up Area, Pier 18, Vitas, Tondo, Manila*; consisting of 13 pages, including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof.

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

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