

## **SUBMITTALS**

Submit the following.

### **1. Shop Drawings**

- a. System layout
- b. System wiring diagrams
- c. Conductor wire marker schedule

### **2. Product Data**

- a. Control panel and modules
- b. Batteries
- c. Battery charger
- d. Manual pull stations
- e. Smoke detectors
- f. Duct smoke detectors (Optional)
- g. Audio/Visual/Alarm horns
- h. Graphic annunciator panel
- i. Wiring
- j. Conduit
- k. Outlet boxes
- l. Fittings for conduit and outlet boxes

Data which describe more than one type of item shall be clearly marked to indicate which type the Contractor intends to provide.

Submit one original for each item and clear, legible, first generation photocopies for the remainder of the specified copies. Incomplete or illegible photocopies will not be accepted. Partial submittals will not be accepted.

### **3. Test Reports**

### **4. Preliminary testing**

### **5. Final acceptance testing**

Submit for all inspections and tests specified under paragraph entitled "Field Quality Control."

### **6. Certificates**

- a. Qualifications of installer
- b. Qualifications of system technician

## 7. Operation and Maintenance Data

- a. Fire alarm system

## 8. Closeout Submittals

- a. System as-built drawings

## QUALITY ASSURANCE

### 1. Qualifications of Installer

The Contractor or installer shall have satisfactorily installed fire alarm systems of the same type and design as specified herein. Prior to commencing fire alarm system work, submit data showing that the Contractor or installer has satisfactorily installed three fire alarm systems of the same type and design as specified herein within the past three years. For each system installed, submit the following:

- a. A detailed summary of the type and design of the system;
- b. The contract name or number, completion date of the project and total cost of the system;
- c. The name and telephone number of the facility or installation for which the work was performed;

### 2. Manufacturer's Representative

Provide the services of a representative or technician from the manufacturer of the system, experienced in the installation and operation of the type of system being provided, to supervise installation, adjustment, preliminary testing, and final testing of the system and to provide instruction to Owner representative.

### 3. Qualifications of System Technician

Installation drawings, shop drawings and as-built drawings shall be prepared by, or under the supervision of, a qualified technician. Qualified technician shall be an individual who is experienced with the types of work specified herein. Contractor shall submit data showing the name and certification of the technician at or prior to submittal of drawings.

### 4. Drawing Requirements

- a. System Layout

Submit shop drawings of the system layout showing locations of initiating devices and alarm horns. Show wire color coding, wire counts, and device wiring order.

- b. System Wiring Diagrams

Submit complete wiring diagrams of the system showing points of connection and terminals used for all electrical connections in the system. Show all modules and lamps in the control panel.

### c. System As-Built Drawings

Upon completion, and before final acceptance of the work, furnish to the Engineer 4 complete sets of as-built drawings, including complete as-built circuit diagrams, of each the system. The as built drawings shall be as the contract drawings and with title block similar to contract drawings.

## MAINTENANCE

### 1. Spare Parts

Furnish the following spare parts:

- a. Five (5) complete sets of system keys
- b. One (1) of each type of audible and visual alarm device installed
- c. Two (2) of each type of fuse required by the system
- d. One (1) spare zone modules for modular type control panels in addition to those installed in the panel
- e. Two (2) of each type of heat detector installed
- f. Two (2) of each type of smoke detector base and head installed

### 2. Manuals

Submit operation and maintenance data manuals. The manual shall include: circuit drawings; wiring and control diagrams; installation instructions; maintenance instructions; safety precautions, diagrams, and illustrations; test procedures; performance data; and parts list.

## MATERIAL REQUIREMENTS

### SYSTEM DESIGN

#### 1. Operation

Provide a complete, electrically supervised, zoned, annunciated, fire alarm system as described herein, and as shown on the drawings. Provide separate circuits from the control panel to each zone of initiating devices as specified herein.

##### a. Fire Alarm Signal Initiation

Operation shall be such that actuation of any:

- 1) Manual station
- 2) Smoke detector

Shall cause all of the following actions:

- a) All building evacuation alarm devices Audio/visual alarm horns to operate continuously;
- b) The annunciators to properly register;

All operations shall remain in the alarm mode until the system is manually restored to normal.

##### b. Monitoring Integrity of Installation Conductors

All system circuits shall be electrically monitored for integrity including the following:

- 1) Initiating circuits.
- 2) Evacuation alarm circuits
- 3) Battery power supply low and no voltage across the standby battery terminals and open battery circuit. Provide Class A initiating device circuits, and Class A notification device circuits as defined by NFPA 72. For Class A circuits, provide separate conduits for outgoing and return (redundant) conductors as required by NFPA 72. A ground fault condition or single break in any other circuit shall cause operation of the system trouble signals. Loss of AC power, abnormal AC voltage, a break in the standby battery power circuit, or low battery voltage shall also cause operation of system trouble signals. The abnormal position of any switch in the control panel shall also cause operation of the system trouble signals. Audible and visual equipment for supervision of the AC power supply shall be energized from the auxiliary DC power supply and vice versa. Trouble signals shall sound continuously until manually silenced or the system has been restored to normal.

#### c. Walk-Test Mode

Provide system with walk-test mode to allow one person to test alarm and supervisory features of initiating devices. Walk-test mode shall be enabled from the control panel by authorized service personnel. Control panel shall display a unique visual indication when system is in walk-test mode. If testing ceases while in walk-test mode, after a preset delay system shall automatically return to normal standby mode.

#### d. Alarm Verification Feature

System shall have a smoke detector alarm verification feature. Upon activation of any area smoke detector, system shall institute an alarm verification process prior to enabling of the alarm functions as specified herein. Activation of any initiating device other than an area smoke detector shall cause immediate enabling of system into alarm mode. If an alarm input from a smoke detector on the initial zone in alarm is present at the end of an initial delay period not exceeding 20 seconds, all alarm functions as specified herein shall be immediately enabled. If a smoke detector alarm input is not present at the end of the initial delay period, a second-stage confirmation period of one minute shall be initiated. If a smoke detector alarm input is received during the second-stage confirmation period, all alarm functions shall be immediately enabled. During the verification process, activation of any area smoke detector on any zone other than the initial zone in alarm shall also cause system to go into alarm mode immediately. If no smoke detector alarm input occurs within the second-stage confirmation period, system shall reset to normal. Any alarm input received from an area smoke detector after the second-stage confirmation period has elapsed shall cause system to institute a new verification process.

### 2. Primary Power

Primary power source shall be 240 volts AC service, transformed through a two winding isolation type transformer and rectified to 24 volts DC for operation of all initiating device, notification device signalling line and trouble signal. The alarm current draw of the entire fire alarm system shall not exceed 80 percent of the rated output of the system power supply modules. Obtain AC operating power as shown on contract drawings. Provide an independent enclosed circuit breaker with provisions for locking the cover and operating handle in the "POWER ON" position. Paint the enclosure red and identify it by the lettered designation "FIRE ALARM SYSTEM POWER".

### 3. Auxiliary Power

Provide secondary DC power supply for operation of system in the event of failure of the AC source. Transfer from normal to emergency power or restoration from emergency to normal power shall be fully automatic and shall not cause transmission of a false alarm.

#### a. Storage Batteries

Provide sealed lead calcium or sealed lead acid or batteries and charger. Dry cell batteries are not acceptable. House batteries in the control panel. Provide batteries of adequate ampere-hour rating to operate the system, including audible trouble signal devices, and under supervisory conditions for 60 hours, at the end of which time batteries shall be capable of operating the entire system in a full alarm condition for not less than 15 minutes. Provide calculations substantiating the battery capacity. Provide reliable separation between cells to prevent contact between terminals of adjacent cells and between battery terminals and other metal parts.

#### b. Battery Charger

Provide completely automatic high/low charging rate type capable of recovery of the batteries from full discharge to full charge in 24 hours or less. Provide a trouble light to indicate when batteries are manually placed on a high rate of charge as part of the unit assembly if a high rate switch is provided. House charger in the control panel.

## COMPONENT DESIGN

### 1. Control Panel

Control Panel shall comply with the applicable requirements of UL 864. Provide modular type panel installed in a surface mounted steel cabinet with hinged door and cylinder lock. Mount with panel centerline 1.5 m above finished floor elevation. Switches and other controls shall not be accessible without the use of a key. The control panel shall be a neat, compact assembly containing all parts and equipment required to provide specified operating and supervisory functions of the system.

Each control panel component shall be UL listed or FM approved and approved by the control panel manufacturer for use in the control panel. Panel cabinet shall be finished on the inside and outside with factory-applied enamel finish. Provide main annunciator located on the exterior of the cabinet door or visible through the cabinet door. Provide audible trouble signal. Provide permanent engraved rigid plastic or metal identification plates, or silk screened labels attached to the rear face of the panel viewing window, for all lamps and switches. Provide panel with the following switches:

- a. Trouble silencing switch which silences audible trouble signals without extinguishing trouble indicating lamps. For non-self resetting type switch, upon correction of the trouble condition, audible signals will again sound until the switch is returned to its normal position. For silencing switch of the momentary action, self resetting type, the trouble signal circuit shall be automatically restored to normal upon correction of the trouble condition.
- b. Evacuation alarm silencing switch which when activated will silence all alarm notification devices without resetting the panel, and cause operation of system trouble signals. Subsequent alarms from additional zones not originally in alarm shall cause activation of the notification devices even with the alarm silencing switch in the "silenced" position.
- c. Individual zone disconnect switches which when operated will disable only their respective initiating circuit and cause operation of the system and zone trouble signals.

d. Reset switch which when activated will restore the system to normal standby status after the cause of the alarm has been corrected, and all activated initiating devices reset. Operation of reset switch shall restore activated smoke detectors to normal standby status.

e. Lamp test switch.

f. Drill switch which will enable test of notification devices and restoration to normal.

#### 1) Graphic Annunciator Panel (Optional)

Provide panel located as shown. Mount with panel centreline 1.5 m above finished floor elevation. Panel shall be of the interior type, surface-mounted. Panel shall be provided with the building floor plan, drawn to scale, with alarm lamps mounted to represent the location of each initiating device. Panel graphic shall also show the locations of the control panel, and shall have a "you are here" arrow showing its location. Orient building floor plan on graphic to location of person viewing the graphic, i.e. the direction the viewer is facing shall be toward the top of the graphic display. Provide a North arrow. Lamps shall illuminate upon activation of corresponding device and shall remain illuminated until the system is reset. Panel shall have a lamp test switch.

#### 2. Manual Pull Stations

Provide noncoded single action type with mechanical reset features. Stations shall be surface semi-flush mounted and interior type as indicated. For surface mounting provide station manufacturer's approved back box. Back box finish shall match station finish. Equip each station with a terminal strip with contacts of proper number and type to perform functions required. Stations shall be a type not subject to operation by jarring or vibration. Break-glass-front stations are not permitted; however, a pull-lever break-rod type is acceptable provided presence of rod is not required to reset station. Station color shall be red. Station shall provide visible indication of operation. Restoration shall require use of a key. Keys shall be identical throughout the system for all stations and control panel. Mount stations with operating lever not more than 1.2 m above finished floor.

#### 3. Smoke Detectors

Provide smoke detector in accordance with NFPA 101, Life Safety Code. Provide detectors designed for detection of abnormal smoke densities by the photoelectric principle. Detectors shall be 4-wire type. Provide necessary control and power modules required for operation integral with the control panel. Detectors and associated modules shall be compatible with the control panel and shall be suitable for use in a supervised circuit. Malfunction of the electrical circuits to the detector or its control or power units shall result in the operation of the system trouble signals. Each detector shall contain a visible indicator lamp that shall flash when the detector is in the normal standby mode and shall glow continuously when the detector is activated. Each detector shall be the plug-in type with tab-lock or twist-lock, quick disconnect head and separate base in which the detector base contains screw terminals for making all wiring connections. Detector head shall be removable from its base without disconnecting any wires. Removal of detector head from its base shall cause activation of system trouble signals. Each detector shall be screened to prevent the entrance of insects into the detection chambers.

##### a. 4-Wire Smoke Detectors (Optional)

Detector circuits shall be of the 4-wire type whereby the detector operating power is transmitted over conductors separate from the initiating circuit. Provide a separate, fused, power circuit for each smoke detector initiating circuit (zone). Failure of the power circuit shall be indicated as a trouble condition on the corresponding initiating circuit.

**b. Photoelectric Detectors (Optional)**

Operate on the light scattering principle using a LED light source. Detector shall respond to both flaming and smoldering fires. Detectors shall be factory set for sensitivity and shall require no field adjustments of any kind. Detectors shall have an obscuration rating in accordance with UL 268.

**c. Detector Spacing and Location**

Detector spacing and location shall be in accordance with the manufacturer's recommendations and the requirements of NFPA 72, except provide at least two detectors in all rooms of 54 square meters or larger in area. In no case shall spacing exceed 9 by 9 m per detector, and 9 linear m per detector along corridors. Detectors shall not be placed closer than 0.9 m from any air discharge or return grille, nor closer than 300 mm to any part of any lighting fixture.

**4. Notification Devices**

Provide in accordance with NFPA 72 and as indicated. Do not exceed 80 percent of the listed rating in amperes of any notification device circuit. Additional circuits above those shown shall be provided if required to meet this requirement. Effective sound levels shall comply with NFPA 72. Provide devices in addition to those shown if required in order to meet NFPA 72 sound level requirements.

**a. Alarm Horns**

Surface-mounted vibrating type suitable for use in an electrically supervised circuit and shall have a sound output rating of at least 90 decibels at 3 m, when tested in accordance with UL 464 while emitting a slow whoop tone.

**b. Visible Devices**

Surface-mounted assembly of the stroboscopic type suitable for use in an electrically supervised circuit and powered from the notification device circuits. Devices shall provide a minimum of 75 candela measured in accordance with UL 1971, but in no case less than the effective intensity required by NFPA 72 for the device spacing and location shown. Lamps shall be protected by a thermoplastic lens and labeled "FIRE" in letters at least 12 mm high. Provide visible devices within 300 mm of each audible appliance and as indicated. Visible devices may be part of an audio-visual assembly. Where more than two devices are located in the same room or corridor, provide synchronized operation.

**5. Conduit**

a. Intermediate Metal Conduit (IMC) UL 1242, zinc-coated steel only.

6. Outlet Boxes UL 514A, zinc-coated steel.

7. Fittings for Conduit and Outlet Boxes UL 514B, zinc-coated steel.

**8. Wiring**

NFPA 70, PEC and NFPA 72. Wire for 240V circuits shall be 3.5 mm<sup>2</sup> minimum copper conductors. Wire for low voltage DC circuits shall be 2.0 mm<sup>2</sup> minimum copper conductors. Insulation shall be 75 degree C minimum with nylon jacket. Color codes all wiring.

## EXECUTION

### INSTALLATION

Installation shall be in accordance with the requirements of NFPA 70, PEC NFPA 72 and NFPA 90A. Each conductor used for the same specific function shall be distinctively color coded. Each function color code shall remain consistent throughout the system. Use colors as directed by the Engineer. All wiring shall be in steel conduit. All circuit conductors shall be identified within each enclosure where a tap, splice or termination is made. Conductor identification shall be by plastic coated self sticking printed markers. The markers shall be attached in a manner that will not permit accidental detachment. Control circuit terminations shall be properly identified. Wire devices so that their removal will activate system trouble signals. Pigtail or "T" tap connections are prohibited. Wiring for DC circuits shall not be permitted in the same conduit or tubing as wiring for AC circuits. Paint all junction box covers red or provide them with permanent labels reading "FIRE ALARM CIRCUIT." Provide a written schedule of conductor markings identifying each wire marker, the purpose, the origin, and termination point of each conductor. The conductor wire marker schedule shall be turned over to the Engineer at the time of preliminary testing with as built drawings.

#### 1. Additional Installation Requirements

Pull all conductors splice free. Make all conductor connections under screw terminals. Provide insulated barrier type terminal strips at junction points. Use of wire nuts, crimped connectors, or twisting of conductors is prohibited. All control panels shall be dressed out in a professional manner with all wires running in the vertical or horizontal plane, cut to exact length, making all turns at 90 degree angles, and tightly bundled and wire wrapped. Conduit may not enter the top of control panel cabinet.

### FIELD QUALITY CONTROL

#### 1. Preliminary Testing

Notify Engineer prior to performing preliminary testing. Contractor shall conduct the following tests during installation of wiring and system components. Any deficiency pertaining to these requirements shall be corrected by the Contractor prior to final acceptance testing of the system. Record results of testing. Submit all test results to the Engineer.

- a. Operation of Entire System. Operate all initiating and indicating devices.
- b. Operation of Supervisory Systems: Operate all portions to demonstrate correctness of installation.
- c. Smoke Detector Test: Clean the smoke detectors in accordance with the manufacturer's recommended procedures. Test smoke detectors using magnet-activated test switch, manufacturer provided test card, or smoke. Use of aerosol sprays to test smoke detectors is prohibited.

#### 2. Final Acceptance Testing

The Contractor shall notify the Engineer when the system is ready for final acceptance testing. Request scheduling for final acceptance testing only after all necessary preliminary tests have been made and all deficiencies found have been corrected to the satisfaction of the equipment manufacturer's technical representative and the Engineer and written certification to this effect has been received by the Fire Protection Engineer. The system shall be in service at least 15 calendar days prior to final acceptance testing. The Contractor shall allow at least 15 calendar days between the dates final testing is requested and the date the final acceptance testing takes place. The Contractor shall furnish all equipment, instruments, devices and personnel for this test. The system shall be tested for approval in the presence of representatives of the manufacturer, the Engineer,



and the Fire Protection Engineer. All necessary tests shall be made including the following, and any deficiency found shall be corrected and the system retested.

**a. Entire System**

Test the entire system by operating all fire alarm initiating, notification, and signaling devices. Perform tests with the system operating on primary power and repeat the test with the system operating on battery power only. Provide necessary equipment to test smoke detectors and heat detectors.

**b. Supervisory Systems**

All aspects of the supervisory functions of the systems shall be operated. Introduce faults in each circuit at random locations as directed by the Fire Protection Engineer. Verify proper trouble annunciation at the control panel.

**3. Additional Tests**

When deficiencies, defects or malfunctions develop during the tests required, all further testing of the system shall be suspended until proper adjustments, corrections or revisions have been made to assure proper performance of the system. If these revisions require more than a nominal delay, the Engineer shall be notified when the additional work has been completed, to arrange a new inspection and test of the fire alarm system. All tests required shall be repeated prior to final acceptance, unless directed otherwise.

**ITEM 17 : WIRE COMMUNICATION AND SIGNAL SYSTEM****TELEPHONE SYSTEM****GENERAL**

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

**DESCRIPTION OF WORK**

The telephone/data system shall consist of an interior system of conduits, outlet, boxes, junction boxes, main distribution frame (MDF) for interconnection of PABX system, telephone/data terminals, telephone/data distribution cables (category 5).

Should there be conflicts between these specifications and the plans, or conflicts within specifications and plans, these shall be brought to the attention of the Engineer for resolution.

**PRODUCTS****CONDUIT AND FITTINGS**

- a. Conduit shall be polyvinyl-chloride conduit (PVC) where specified, shall be heavy wall, high impact resistant Schedule 40, with factory made bends, couplings and fittings. PVC cement for joints shall be of the same brand as for the PVC pipe.
- b. No conduits shall be used in any system smaller than 20mm (1/2") diameter electric trade size, nor shall have more than four (4) 90 degree bends in any one run and where necessary, pull boxes shall be provided as directed.
- c. No wire shall be pulled into any conduit until the conduit system is completed in all details, in the case of concealed work until all rough plastering masonry has been completed, and in the case of exposed work until the conduit work has been completed in every detail.
- d. The ends of all conduits shall have tightly plugged to exclude plaster, dust and moisture while the construction of the building is in progress. All conduits shall be reamed to remove all burrs.

**OUTLETS, BOXES AND FITTINGS**

- a. At all outlets whatever kind, for all system, there shall be provided a suitable fitting, which shall be either a box or other device especially designed to receive the type of fitting to be mounted thereon.
- b. The Contractor shall consult with the Engineer as to the nature of the various fittings to be used before installing his outlet fittings, and shall conform strictly in the use of fittings, to the nature of the appliance to be mounted on them, so that the work, when the completed will be a finished design.
- c. All outlets on concealed conduit work, provide galvanized pressed steel outlet boxes on standard make. These boxes shall be in all cases standard and where such boxes are not available on the market, special boxes shall be secured by the Contractor at his own expense. In general outlet boxes shall be at least 100mm diameter, 53mm deep and No. 16 minimum gauge.

## JUNCTION AND PULL BOXES

- a. Junction and pull boxes, of code gauge steel, galvanized shall be provided as indicated or as required for facilitating the pulling of wires and cables. Pull boxes as finished places shall be located and installed with the permission and to the satisfaction of the Engineer.
- b. All junction and pull boxes on exposed conduit work shall be provided with hubs for threaded pipe entry and covers provided with neoprene gaskets.

## MAIN TELEPHONE TERMINAL CABINET (MTTC) / INTERCONNECTION OF PABX SYSTEM

- a. All components, connections of MTTC shall conform to EIA/TIA standards.
- b. Cable terminals shall be the type acceptable to the Telephone Company. Terminals shall be Category 5 as required on the plans.

## TELEPHONE TERMINALS

The telephone terminals shall be wall mounted, terminal blocks shall be mounted on 20mm thick treated wood backboard. Terminal blocks shall be based on cross connection system. Terminal blocks shall have similar design with MTTC.

## HORIZONTAL CABLE

All horizontal cabling shall be Category 5E (RJ – 45) network cables.

## TELEPHONE / DATA OUTLETS

All modular jacks shall be data grade Category 5.

## SHOP DRAWINGS

Prepare and submit complete shop drawings for the telephone system in accordance with the latest Local Telephone Company.

**ITEM 18 : UNITARY AIR-CONDITIONING SYSTEMS****GENERAL**

"Mechanical General Requirements" applies to this section with additions and modification specified herein.

**GENERAL REQUIREMENTS****1. Unitary Air-Conditioning System**

Air conditioning units in retail stores shall be supplied and installed by the tenant. Capacity of equipment shall not be less than that indicated. In the NFPA standards and SMACNA manuals referred herein, the advisory provisions shall be considered to be mandatory, as though the word "shall" had been substituted for "should" wherever it appears. Reference to the "authority having jurisdiction" shall be interpreted to mean the Engineer.

**2. Refrigerant Piping, Fittings and Accessories**

Refrigerant piping assembly as used in this section includes pipes, flanges, bolting, gaskets, valves, relief devices, fittings, and the pressure containing parts of other piping components. It also includes hangers and supports and other equipment items necessary to prevent overstressing the pressure containing parts.

**a. Piping**

ANSI 15 and ANSI B31.5. Compatible with fluids for which they are being used and capable of withstanding the pressures and temperatures of the service that they are handling.

**b. Tubing**

Refrigerant piping shall be seamless copper tubing, hard drawn, type K, ASTM B88. Tubing used for refrigerant service shall be cleaned, sealed, capped or plugged prior to being shipped from the manufacturer's plant. Fittings for copper tubing shall be wrought copper or bronze, brazing or solder joint type ANSI B16.18 or ANSI B16.22. Copper flared type tubing may be made only in annealed copper tubing ASTM B280 and in nominal sizes smaller than one-inch only for connection to equipment and no larger than 1-3/8 inches diameter for other connections. Flanges shall be of bronze ANSI B16.24.

**3. Corrosion Prevention**

Unless specified otherwise, equipment fabricated from ferrous metals that do not have a zinc coating shall be treated for prevention of rust with a factory coating or paint system that will withstand 125 hours in a salts-pray fog test except that equipment located outdoors shall be tested for 500 hours. The salt-spray fog test shall use a 20 percent sodium chloride solution. Immediately after completion of the test, the coating shall show no signs of blistering, wrinkling or cracking, no loss of adhesion, and the specimen shall show no signs of rust creep age beyond 1/8 inch on either side of the scratch mark. The film thickness of the factory coating or paint system applied on the equipment shall be not less than film thickness used on the test specimen.

**4. Safety Standards**

- a. Design, Manufacture and Installation of Mechanical Refrigeration Equipment: ASHRAE Safety Code for Mechanical Refrigeration.

- b. Machinery Guards: Fully guard drive mechanisms, or other moving parts. Provide guards fabricated of steel and expanded metal, rigidly mounted, and readily removed without disassembly.

## **MATERIAL REQUIREMENTS**

### **UNITARY AIR-CONDITIONING SYSTEMS - SPLIT TYPES**

#### **1. General**

The air-conditioning systems shall be designed, constructed, and rating tested in accordance with ARI Standard 210 for unitary air-conditioning equipment of capacities below 135,000 Btu's per hour and ARI Standard 300 for unitary equipment with capacities of 135,000 Btu's per hour and greater. Units shall be ARI certified. Units with capacities below 135,000 Btu's per hour shall be listed in the ARI Directory of Certified Unitary Air-Conditioners.

#### **2. Performance Rating**

Cooling capacity of unit shall meet the sensible heat requirements and total requirements indicated. In selecting unit size, make true allowance for "sensible to total heat ratio" to satisfy required sensible cooling capacity. Submittals shall include catalogue selection data which accounts for sensible to total heat ratio, entering air-conditions at evaporator, and condenser air-conditions.

#### **3. Air Conditioners, Ceiling Cassette Type**

The air conditioning system has a 4-way air distribution with auto sweep, it can cool an adjacent room using of the 4-way airflow outlets The fresh air intake device and additional outlet grille can condition the air in an adjoining room using one of its 4-way airflow sides..

#### **4. Compressors**

Provide hermetic, semi-hermetic rotary, or screw type provided with all the minimum standard equipment and accessories listed therein. Compressor speed for compressors above 20 tons shall not exceed 1750 rpm. Provide compressors with automatic capacity reduction of at least 50 percent for units over 10 tons. Compressors shall start unloaded. Provide each compressor with devices to protect the compressor from short-cycling when shut-down by safety controls. Provide a pump-down cycle of the non-recycling start type for each compressor 20 tons and over. Provide compressors with vibration isolators. Compressor motor shall be suitable for electric power characteristics as indicated. Motor shall conform to NEMA NG-1. Motor starters shall conform to NEMA ICS. Motors shall be constant speed, squirrel-cage induction, open type or hermetically sealed, low starting current, high-torque type, and shall be furnished with reduced voltage or and magnetic across-the-line type motor starter with weather-resistant enclosures

#### **5. Coils**

- a. Cooling coils shall conform to ARI 410 and to paragraph entitled, Cooling Coils. Coils shall be the type indicated or specified herein.
- b. The air-cooled condenser coil shall be extended-surface fin-and-tube type with seamless copper or aluminum construction. Aluminum alloy conforming to ASTM B210, alloy 1100, shall be used for the tubes, and aluminum alloy conforming to chemical requirements of ASTM B209, alloy 7072, shall be used for fins and sheets. Fins shall be soldered or mechanically bonded to tubes and installed in a metal casing. Coils shall be air tested

under water for leakage. After testing, dry coils for remote type units to remove free moisture, and cap to prevent entrance of foreign matter. Evacuate and seal coils at the factory.

## 6. Filter Boxes

Provide filter boxes with either hinged access doors or removable panels. Filter boxes shall have racks for filters arranged for angle pattern. Filters shall be of type indicated and shall conform to paragraph hereinafter entitled, "Filters".

## 7. Mixing Boxes

Mixing boxes shall be of physical size to match the basic unit and include equal sized flanged openings, each sized to handle full air flow. Arrangement of openings shall be as indicated. Provide openings with dampers of opposed blade type. All damper shafts shall be connected together by one continuous linkage bar. Arrange dampers for manual operation so that when one starts to close from its opened position, the other starts to open from its closed position.

## 8. Controls

### a. Condenser Controls

Provide load pressure control to insure condensing temperature for proper system operation at all ambient temperatures down to 40°F.

b. Condenser Start-up Control Provide condenser with a start-up control package which permits start-up compressor regardless of low ambient temperatures. Package shall temporarily bypass system low pressure-start to permit start-up whenever minimum ambient temperature is below design evaporator coil suction temperature.

## 9. Refrigerant Circuits

Entire refrigerant circuit shall be dehydrated, purged, and charged with refrigerant and oil at factory. Factory oil charge shall be the full amount required for operation. Factory charge for refrigerant shall be the full amount required for operation.

## 10. Corrosion Protection

Units shall be factory corrosion protected in accordance with paragraph entitled, Corrosion Prevention.

## COOLING COILS

### 1. Direct-Expansion Coils

Direct-expansion coils shall be fin-and-tube type constructed of seamless copper or aluminum tubes and copper or aluminum fins mechanically bonded or soldered or helically wound to tubes. Casing and tube support sheets shall be not lighter than 16-gauge (0.0635-inch nominal thickness) galvanized steel, formed to provide structural strength. Suction header shall be seamless copper tubing or seamless or resistance welded steel tube with copper connection. Supply header shall consist of a distributor to distribute the refrigerant liquid through seamless copper tubing, equally to all the circuit in the coil. Tubes shall be circuited to insure minimum pressure drop and maximum heat transfer. Circulating shall permit refrigerant flow from liquid inlet to suction outlet without causing oil staging or restricting refrigerant flow in coil. Rack coil shall be tested at the factory under water at not less than 300 psi air pressure and shall be

suitable for 200 psi working pressure. Each coil shall be completely dehydrated and scaled at the factory upon completion of pressure tests. Coil shall be mounted for counter flow service.

## 2. Filters

Filter shall be of the sectional or panel cleanable type and be capable of filtering the entire air supply.

## 3. Manometers

Provide inclined-type manometers for filter stations of 2,000 cfm capacity or larger including filters furnished as integral parts of air handling units and filters installed separately. Manometers shall be of sufficient length to read at least one inch of water column, shall be graduated in 1/10 inches, and equipped with spirit level. Equip each manometer with over-pressure safety traps to prevent loss of oil, and two three-way vent valves for checking zero setting.

## CLEANING, PAINTING AND IDENTIFICATION

Cleaning, painting and identification of piping shall be as specified under, "Painting" of "Building Works".

## IDENTIFICATION TAGS AND PLATES

Provide equipment, thermometers, valves, and controllers with tags numbered and stamped for their use. Plates and tags shall be of brass or suitable non-ferrous material, securely mounted or attached. Minimum letter and numeral size shall be 1/8 inch.

## EXECUTION

### INSTALLATION

Application and installation practices for unitary air-conditioning systems shall conform to the requirements of an acceptable industry standard for installation of unitary systems.

#### 1. General

Install equipment and components in a manner to insure proper and sequential operation of the equipment and its controls. Installation of equipment not covered herein or in manufacturer's instructions shall be installed as recommended by manufacturer's representative. Provide proper foundations for mounting of equipment, accessories, appurtenances, piping and controls including, but not limited to, supported vibration isolators, stands, guides, anchors, clamps, and brackets. Foundations for equipment shall conform to equipment manufacturer's recommendation, unless otherwise shown in the drawings. Set anchor bolts and sleeves accurately using properly constructed templates. Anchor bolts shall be of adequate length and provided with welded-on plates on the head end embedded in the concrete. Level equipment bases, using jacks or steel wedges, and neatly grouted-in with a non-shrinking type of grouting mortar. Locate equipment so that working space is available for all necessary servicing such as shaft removal, disassembling compressor cylinders and pistons, replacing or adjusting drives, motors, or shaft seals, access to water heads and valves of shell and tube equipment, tube cleaning or replacement, access to automatic controls, refrigerant charging, lubrication, oil draining and working clearance under overhead lines. Provide electric isolation between dissimilar metals for the purpose of minimizing galvanic corrosion.

## 2. Unitary Air-Conditioning System

Install system as indicated, in accordance with the requirements of ASHRAE 15-76 and as recommended in the manufacturer's installation and operational instructions.

## 3. Electrical Work

Electric motor driven equipment specified herein shall be provided complete with motors, motor starters, and controls. Electrical equipment and wiring shall be in accordance with Section 7.1, "Electrical General Requirements" of division 7. Motor starters shall be provided complete with properly sized thermal overload protection and other appurtenances necessary for the motor control wiring required for controls and devices but not indicated.

## 4. Piping

### a. Piping Sleeves

Pipe sleeves shall be as Galvanized Iron, Schedule 20.

### b. Provide refrigerant driers, sight glass liquid indicators, moisture indicators, and strainers in refrigerant piping for remote installations when not furnished by the manufacturer as part of the equipment.

### c. Locate strainers close to equipment they are to protect. Provide a strainer in the common refrigerant liquid supply to two or more thermal valves in parallel when each thermal valve has a built-in strainer. Install strainers with screen down and in direction of flow as indicated on strainers body.

### d. Solenoid valves shall be installed in horizontal lines with stem vertical and with flow in direction indicated on the valve. If not incorporated as internal part of the valve, provide strainers upstream of the solenoid valve. Provide service valves upstream of the solenoid valve, upstream of the strainer, and downstream of the solenoid valve. Remove the internal parts of the solenoid valve when brazing the valve.

## 5. Auxiliary Drain Pans, Drain Connections, and Drain Lines

Provide auxiliary drain pans under all drain pans of the units located above finished ceilings or over mechanical or electrical equipment where condensate overflow over unit drain pan may cause damage to ceilings, piping, and equipment below. Provide drain lines for all drain and auxiliary drain pans. Trap the drain from bottom pan of air-conditioning units to insure complete pan drainage. Drain lines shall be full size of opening.

## 6. Air Filters

Provide access panels for all concealed valves, controls, dampers, and other fittings requiring inspection and maintenance.

## 7. Inspection Plates and Test Holes

Inspection plates and test holes where required in casings for air balance measurements shall conform to SMACMA High Pressure Low Velocity Duct Construction Standards. Test holes shall be a factory-fabricated, air-tight, non-corrosive test hole with screw cap and gasket. Extend cap through insulation.



## 8. Flashing and Pitch Pockets

Provide flashing and pitch pockets for equipment support and roof penetrations and flashing where piping or ductwork passes through exterior walls.

## FIELD TESTS AND INSPECTIONS

### 1. Tests

All tests shall be performed and materials and equipment required for test shall be furnished by the Contractor. Tests after installation and prior to acceptance shall be performed in the presence of a representative of the Owner and subject to his approval. Equipment and material certified as having been successfully tested by the manufacturer in accordance with referenced specifications and standards will not require retesting before installation. Equipment and materials not tested at the place of manufacturer will be tested before or after installation, as applicable, where necessary to determine compliance with referenced specifications and standards.

### 2. Leak Testing

Upon completion of installation of the air-conditioning equipment, test all factories as well as field refrigerant piping with an electronic-type leak detector to acquire leak tight refrigerant systems. If leaks are detected at the time of installation or during the guarantee period, remove the entire refrigerant charge from the system, correct the leaks and retest the system.

### 3. Evacuation, Dehydration, and Charging

After system is found to be without leaks, evacuate the system using a reliable gauge and a vacuum pump capable of pulling a vacuum of at least 1 mm lig absolute. Evacuate system in strict compliance with the triple evacuation and blotter method or in strict accordance with equipment manufacturer's printed instructions. System leak testing, evacuation, dehydration, and charging with refrigerant shall comply with the requirement contained in an acceptable industry standard.

### 4. Start-Up and Operation Tests

The air-conditioning system and its components shall be started and initially placed under operation and checked to see that it is functioning correctly. Adjust safety and automatic control instruments as necessary to place them in proper operation and sequence. The operational test shall be not less than 8 hours.

### 5. Performance Tests

Upon completion of evacuation, charging, start-up, final leak testing, and proper adjustment of controls, the system shall be performance tested to demonstrate that it complies with the performance and capacity requirements of the specifications and plans. Test the system for not less than 8 hours, during which time hourly readings shall be recorded. At the end of the test period, the readings shall be averaged and the average shall be considered to be the system performance.

### 6. Sound Tests, Air-conditioners, Unitary, Split Type

Sound pressure level measurements shall be conducted on units designated by the Owner. Calculate sound power levels by ASHRAE Systems Handbook and Product Directory. Submit test results and calculations.

**ITEM 19 : EXHAUST EQUIPMENT****GENERAL**

"Mechanical General Requirements" applies to this section with additions and modification specified herein.

**SCOPE OF WORK**

1. Furnish materials that are new, of first-class quality.
2. Install all materials in strict accordance with the manufacturer's instructions and specifications.

**PRODUCTS****MATERIAL REQUIREMENTS****1. Ceiling Mounted Cassette Type Exhaust Fans**

The exhaust fans shall be of the built-in ceiling type, ceiling mounted, suitable for ducted operation. Sizes and capacities are based on KDK, NATIONAL models or approved equal. Brand and models indicated herein is for the purpose of establishing product quality, capacities and dimensions. Other brands satisfying the same shall likewise be accepted, subject to the approval of the owner and Engineer In-Charge. The capacities of the units shall be as shown on the Drawings.

**2. Wall Mounted Propeller Exhaust Fan**

The wall-mounted propeller exhaust fan shall be direct-drive three blade type with a steel mounting plate. Capacity of the fan shall be as shown on the drawings. Fan blades shall be constructed of steel or aluminum. The fan hub shall be of heavy construction and shall be of steel or semi-steel, and the blades shall be riveted to the hub. Fan blade shall be quiet in operation and shall be statically and dynamically balanced at the factory. Motor and Drive shall be of the condenser motor type, tightly sealed and dust proof with non-lubricating ball bearings. The fan shall be provided with automatic shutters to prevent air from re-entering the fan when fan is off. The fan control switch shall be located as near as possible to the fan.

**EXECUTION**

1. Install the fan securely to the ceiling.
2. Install back-draft dampers and check to make sure they are free to open and close.
3. Connect power and check rotation of fan.

**SECTION VII**

**PROJECT DRAWINGS**

## SECTION VII

# PROJECT DRAWINGS (SEE ISSUED APPROVED PLANS)

### LIST OF DRAWINGS:

#### ARCHITECTURAL

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

#### ELECTRICAL

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

#### MECHANICAL

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

#### PLUMBING

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

**SECTION VIII**

**BILL OF QUANTITIES**  
**and**  
**ATTACHMENTS**

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



NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
<b>BILL NO. 1</b>	<b>GENERAL EXPENSES</b>				
1.01	Mobilization, demobilization and cleaning	lot	1		
1.02	Provide Construction Safety and Health Program in the execution of the project	mo.	3		
<b>TOTAL FOR BILL NO. 1</b>					

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



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

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



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



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



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

## **BASIS OF PAYMENT FOR WORK ITEMS INCLUDED IN THE PROPOSAL**

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

### **BILL NO. 1**

#### **GENERAL EXPENSES**

**Item 1.01      Mobilization, demobilization and cleaning**

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

**Item 1.02      Provide construction safety and Health Program in the execution of the project**

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

### **BILL NO. 2**

#### **REMOVAL AND DISPOSAL WORKS**

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

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

**Item 2.02      Remove existing ceiling including electrical materials and turn-over to the Authority**

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

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

The quantity to be paid for shall be the actual area in square meter of existing wall partitions and doors, removed and turned over to the Authority in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be

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

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

The quantity to be paid for shall be the actual area in square meter of existing glass doors with fixed sidings, removed and turned over to the Authority in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete.

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

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

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

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

**Item 2.07      Remove existing counter, cabinet and plumbing fixtures**

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

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

The quantity to be paid for shall be the actual area in square meter of air conditioning units, removed and turned over to the Authority in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete.

**BILL NO. 3**

**PPA EXECUTIVE LOUNGE AND GYM**

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

The quantity to be paid for shall be the actual area in square meter of 100mm thk. gypsum board drywall including light steel metal furring and accessories to be supplied and installed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

**Item 3.02      Supply and apply elastomeric paint (2 coats)**

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

**Item 3.03      Supply and install wall paper at lounge area**

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

**Item 3.04      Supply and install (1"x4"20') mahogany border**

The quantity to be paid for shall be the actual length in linear meter of mahogany border (1"x4"20') to be supplied and installed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

**Item 3.05      Supply and install (1"x4"8') matwood baseboard**

The quantity to be paid for shall be the actual length in linear meter of matwood baseboard (1"x4"8'), supplied and installed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

**Item 3.06      Supply and install grooved wall panel in walnut wood in laminate finish**

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

**Item 3.07      Supply and install 200mm x1,200mm x 12mm thk walnut wood tiles**

The quantity to be paid for shall be the actual area in square meter of 200mm x1,200mm x 12mm thk walnut wood tiles, supplied and installed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

**Item 3.08      Supply and install 600mm x 600mm x 12mm thk terrazzo cream design homogenous tiles**

The quantity to be paid for shall be the actual area in square meter of 600mm x 600mm x 12mm thk terrazzo cream design homogenous tiles to be supplied and installed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

**Item 3.09      Supply and install 900mm x 900mm x 12mm thk beige ceramic tiles**

The quantity to be paid for shall be the actual area in square meter of 900mm x 900mm x 12mm thk beige ceramic tiles to be supplied and installed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

**Item 3.10      Supply and install Poly Vinyl Chloride gym flooring**

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

**Item 3.11      Supply and install moisture gypsum board ceiling**

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

**Item 3.12      Supply and install concealed grid acoustic ceiling system**

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

**Item 3.13      Supply and install biowood timber ceiling system**

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

**Item 3.14      Supply and install acoustic insulation**

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

**Item 3.15      Supply and install acoustic panel at gym area**

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

**Item 3.16      Supply and install fabricated glass doors and partitions including metal frames and accessories**

The quantity to be paid for shall be the actual quantity in lot of fabricated glass doors and partitions including metal frames and accessories, supplied and installed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

**Item 3.17      Supply and install herringbone thin weave 100% abaca fiber carpet (2.74m x 3.65m)**

The quantity to be paid for shall be the actual area in square meter of herringbone thin weave 100% abaca fiber carpet (2.74m x 3.65m), supplied and installed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

**Item 3.18      Supply, deliver and install electro/mechanical materials and accessories**

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

**Item 3.19      Supply and install 2.40m H x 2.033m W mirror at Gym Area**

The quantity to be paid for shall be the actual quantity in set of 2.40m H x 2.033m W mirror, supplied and installed at Gym Area in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

**Item 3.20      Supply, deliver and install plumbing materials and accessories**

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

## CONSTRUCTION SAFETY AND HEALTH REQUIREMENTS

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

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

The Contractor shall provide the following minimum requirements:

### LABOR

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

### EQUIPMENT / MATERIALS

#### Personnel Protective Equipment

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

Medical and First Aid System                      -                      For three (3) mos.

### NOTE:

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

**SECTION IX**

**BIDDING FORMS**



# Bid Form

Date: \_\_\_\_\_

ITB No: \_\_\_\_\_

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

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract **Proposed Renovation of PPA Executive Lounge and Gym, PPA Corporate Building, South Harbor, Port Area, Manila;**
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

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

BILL NO	DESCRIPTION	TOTAL AMOUNT
1	General Expenses	P
2	Removal and Disposal Works	
3	PPA Executive Lounge and Gym	
	<b>TOTAL AMOUNT OF BID (including VAT)</b>	<b>P</b>

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

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

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

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Name of the Contract or Title Of the Project 1]	Owner's Name and Address	Nature/ Scope of Work 2]	Contractor's Role (in percentage) 3]	Total Contract Value At			Date of Award 5]	Value of Outstanding Works	Estimated Time of Completion	% of Accomplishment		Contract Duration 5]	
				Award	Project Completion 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		
Construction of 1-storey office building with: 1. Floor Area	sq.m.	115						

NOTE: 1] Submit the Certificate of Completion/Certificate of Acceptance by the project owner, Final Recapitulation/Bill of Quantities and/or Constructor Performance Evaluation System (CPES) ratings, 1<sup>st</sup>, 2<sup>nd</sup> & 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) <sup>1)</sup>	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

### A F F I D A V I T

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

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

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

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

\_\_\_\_\_  
Bidder's Representative / Authorized Signatory

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

## OMNIBUS SWORN STATEMENT FOR PARTNERSHIP OR COOPERATIVE

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_)SS

### A F F I D A V I T

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

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

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

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

\_\_\_\_\_  
Bidder's Representative / Authorized Signatory

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Bidder's Representative / Authorized Signatory

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

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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]*  
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Book No. \_\_\_\_  
Series of \_\_\_\_.



## CONSTRUCTION METHODOLOGY

Name of Project : \_\_\_\_\_  
Proposed Project Description : \_\_\_\_\_  
Location : \_\_\_\_\_

### MINIMUM SCOPE OF CONSTRUCTION METHODOLOGY

#### A. REMOVAL AND DISPOSAL WORKS

1. Removal and disposal of existing vinyl floor tiles (229 sq.m.)
2. Removal of existing ceiling and electrical materials (229 sq.m.)
3. Removal of existing wall partitions and doors (425 sq.m.)
4. Removal of existing glass doors (11 sq.m.)
5. Removal of existing panel partitions (30 sq.m.)
6. Removal of existing window sunscreen and accessories (10 sq.m.)
7. Removal of existing counter, cabinet and plumbing fixtures (16 sq.m.)
8. Removal of existing air conditioning system (5 sets)

#### B. PPA EXECUTIVE LOUNGE AND GYM

1. Supply and installation of gypsum board drywall (238 sq.m.)
2. Supply and application of elastomeric paint (119 sq.m.)
3. Supply and installation of wall paper (34 sq.m.)
4. Supply and installation of wooden border and baseboards (134 sq.m.)
5. Supply and installation of grooved wall panels (6 sq.m.)
6. Supply and installation of floor and wall tiles (125 sq.m.)
7. Supply and installation of ceiling system (308 sq.m.)
8. Supply and installation of glass doors and windows (1 lot)
9. Supply and installation of floor carpets (10 sq.m.)
10. Supply and installation of electro/mechanical system (1 lot)
11. Supply and installation of plumbing fixtures and fittings (1 lot)

#### NOTES:

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

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

\_\_\_\_\_  
Signature  
(Authorized Signing Official)

**MANPOWER SCHEDULE**

Name of Project : \_\_\_\_\_

Proposed Project Description : \_\_\_\_\_

Location : \_\_\_\_\_

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

\_\_\_\_\_  
Signature  
(Authorized Signing Official)

Name of Project : \_\_\_\_\_

Proposed Project Description : \_\_\_\_\_

Location : \_\_\_\_\_

[illegible]

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

**Name of Project:** \_\_\_\_\_

**Proposed Project Description** \_\_\_\_\_

**Location** \_\_\_\_\_

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

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

Signature  
(Authorized Signing Official)

**SECTION X**

**CONTRACT FORM**

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

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

- and -

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

**W I T N E S S E T H:**

WHEREAS, in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations, PPA advertised and published in a newspaper of general circulation and posted on the PPA website and G-EPS as well as in its bulletin board, an Invitation to Bid for the *Proposed Renovation of PPA Executive Lounge and Gym, PPA Corporate Building, South Harbor, Port Area, Manila*;

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

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

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

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

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

## ARTICLE I

### CONTRACT DOCUMENTS

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

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

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

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

## ARTICLE II

### CONTRACTOR'S UNDERTAKING SCOPE OF WORK

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

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

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

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

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

### ARTICLE III

#### CONSIDERATION

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

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

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

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

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

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



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

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

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

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

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

#### ARTICLE IV

##### PERFORMANCE SECURITY

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

- |    |  |  |
|----|--|--|
| a. | Irrevocable,<br>letter of credit issued by a Universal or<br>Commercial Bank | - Ten Percent (10%) of the total<br>contract price                           |
| b. | any combination of the foregoing   | - Proportionate to share of form with<br>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<br>Universal or Commercial Bank  | - Five percent (5%) of the total contract price |
| b. Bank guarantee confirmed by a<br>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 CONTRACTOR's estimate as validated by PPA via documented canvass in accordance with existing rules and regulations. The direct cost of the new work item shall then be combined with the mark-up factor (i.e., taxes and profit) used by the contractor in his bid to determine the unit price of the new work item.

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

## ARTICLE XVI

### SUSPENSION OF WORK

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

during construction. The CONTRACTOR shall immediately comply with such order to suspend the work wholly or partly.

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

## ARTICLE XVII

### INDIVISIBILITY OF OBLIGATION

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

## ARTICLE XVIII

### ARBITRATION/REMEDY AND RELIEF

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

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

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

## ARTICLE XIX

### OTHER COVENANTS

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

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

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

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

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

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

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

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

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

19.08 The CONTRACTOR agrees and obligates itself to restore to its original condition, on its own account, any public road, pavement, streets or open space and/or public or private property which are



excavated or in any manner used by the CONTRACTOR in connection with the performance of its obligations under this Contract.

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

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

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

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

## ARTICLE XX

### SPECIAL REPRESENTATION

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

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

## ARTICLE XXI

### BUDGETARY REQUIREMENT

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

## ARTICLE XXII

### EFFECTIVITY

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

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

**PHILIPPINE PORTS AUTHORITY**

By:

Jay Daniel R. Santiago  
General Manager

By:

**WITNESSES:**

Marl Jon S. Palomar  
Chairperson Head Office Bids and Awards Committee

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of \_\_\_\_\_ ) S.S.

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

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

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

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

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

This foregoing instrument is a Contract for *Proposed Renovation of PPA Executive Lounge and Gym, PPA Corporate Building, South Harbor, Port Area, Manila*; consisting of 13 pages, including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof.

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

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20 \_\_\_\_\_;