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

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

7. Anchorages shall be made from steel of a suitable quality to withstand permanently the forces imposed upon them, and shall in general be in accordance with the normal practice of the proprietors of the pre-stressing system in use.

8. Application of stress, grouting of pre-stressing cables, protection of pre-stressing cable anchorages and other necessary steps to complete the pre-stressing process shall conform to the standard practice of the pre-stressing system in use or as directed by the Engineer.

9. When the stress has been transferred to the pile, the pile shall exhibit no curvature in its length on any face greater than 3 millimeters deviation along a chord of 15 meters (1 in 500).

10. Pre-cast pre-stressed units shall be lifted only by lifting holes/hook as indicated in the Drawings, or when not provided can be lifted by slings placed securely at corresponding points. Units shall be kept in the upright position at all times and shock shall be avoided. Any unit considered by the Engineer to have become sub-standard in any way shall be rejected and replaced by an acceptable unit.

11. Each pre-stressed member is to be uniquely and permanently marked to show its type, date of casting, length of pile and any control markings as ordered by the Engineer

12. Forms shall conform to the geometry of the pile with the provision of chamfer as shown on the Drawings.

13. Not less than five (5) cylindrical specimens shall be made for each casting batch of which at least two (2) shall be reserved for 28-day test, one (1) for 7-day, one (1) for 14-day, and one (1) test prior to lifting of pre-stressed concrete piles from the casting bed. Lifting of piles shall only be done if the result of the compressive strength has reached at least 60% of the specified compressive strength.

14. Wires/strands specifications shall be in accordance with ASTM A 416.

EXECUTION

HANDLING OF PILES

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

DRIVING OF PILES

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

The required weight of ram for the diesel pile hammer are 3.5 tons and 4.5 tons.

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

PILE SPLICING

General Provision

1. The alignment of piles shall be plumb and the length of upper and lower segment shall be in accordance in the approved plans.

2. The splice shall be embedded at least 4m from the design depth elevation.

Surface Preparation

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

Pile Splicing Epoxy

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

Preparation and Application of Epoxy Mortar

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

Compressive Strength

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

Mechanical Properties of Epoxy

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

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

PILE CHIPPING

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

BEARING POWER OF PILES

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

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

where : R = allowable bearing capacity of pile (tf)

W = weight of ram (tf)

H = fall of ram (cm)

S = set (cm)

INTERRUPTED DRIVING

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

ALIGNMENT TOLERANCE

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

DAMAGED AND MISDRIVEN PILES

1. Piles shall not be more than 10 cm. (4 in.) out of place at cut-off level. All vertical piles shall not be more than 2% out of plumb.

2. Any pile damaged by improper driving or driven out of its proper location, or driven out of elevation fixed on the plans, shall be corrected correspondingly at the Contractor's expense by any of the following methods:

   a. Withdrawal of the pile and replacement by a new pile.

   b. Driving a second pile adjacent to the defective one.

   c. Splicing an additional length.

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

OBSTRUCTION

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

RECORDS

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

ITEM 16 : CONSTRUCTION JOINTS

SCOPE OF WORK

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

MATERIAL REQUIREMENTS

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

2. **Painted finish shall be rejected.**

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

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

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

EXECUTION

DELIVERY, STORAGE AND INSTALLATION

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

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

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

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

**refer to *ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL*

ITEM 17 : MOORING AND FENDERING SYSTEM

SCOPE OF WORK

1. The work includes furnishing of all labor, materials and equipment to complete the installation of mooring bollards and fenders in piers/wharves.

2. The work shall include the supply, transport, handling, storage and installation of fenders systems in the newly constructed piers.

3. The Contractor shall furnish and install the necessary fittings as shown on the drawings and/or specified.

Supplementary parts necessary to complete and install each item of works shall be included whether or not shown or specified. The Contractor shall furnish to relevant trades all anchors, fastenings, inserts, fittings, fixtures or the like to be installed on or required for securing the works.

The Contractor shall submit shop drawings of all fitting works prior to placing orders and commencement of any fabrication.

MATERIAL REQUIREMENTS

MOORING SYSTEM

Designated load capacity of mooring bollards shall be as shown in the drawings, and shall be referred to as the maximum load capacity. The mooring bollards shall be at rupture stage upon reaching the maximum load capacity.

Mooring bollards shall be of the dimensions, weights, capacities and designs as shown in the drawings and shall be fabricated by approved manufacturer with cast steel conforming to the requirements indicated in the plan/drawings, or approved equivalent.

The size of the bolts, nuts and washers shall be in accordance with the specifications provided in the plans/drawings. The anchor plate shall be connected to the holding down bolt as shown in the plans/drawings. All bolts, nuts, washers etc., that are exposed shall be hot-dip galvanized.

Samples of the bolts, nuts, washers and anchor plates shall be submitted to the Engineer for approval before being used in the Works.

The upper part of bollards and base plates which are not embedded in concrete shall be painted. The surface of bollards shall be cleaned thoroughly by wire brush or other means prior to painting to remove rust or any other contamination which may interfere with bond of paint to metal.

The exposed surface shall be coated with rust proof paint and finishing paint, which shall be coal-tar epoxy of 120m micron thickness in accordance with JIS K5623 or the approved standard.

Base Steel:

Chemical composition and mechanical properties of base metal to be used for fabrication of mooring bollard and its accessories shall comply with ASTM A36 and other required standard stated therein.

Concrete Foundation :

Concrete foundation for mooring bollards shall conform to the requirements of the Section concerning "Reinforced Concrete".

Visual Inspection :

All mooring bollards delivered to Site shall be inspected by the Engineer for any signs of flaws or defect inimical to usage.

Mill Test Certificates:

Two (2) copies of mill test reports shall be submitted certifying that materials meet the specified standards.

Test Inspection:

Inspection of all materials and methods of fabrication shall be carried out by the Contractor. However, the Engineer reserves the right to inspect all facilities at any time during the manufacture to ensure that the materials and workmanship are in accordance with Specifications and the best of workmanship.

FENDER SYSTEM

The rubber fenders should comply with the performance requirements specified in the table provided on the plan/drawings of RDF.

PHYSICAL PROPERTIES OF MATERIALS

The rubber for the fenders shall be of high quality natural rubber, synthetic rubber or mixed rubber blended with carbon black used in the rubber industry and shall have sufficient resilience and anti-ageing, weathering, abrasion, wear and oil resistant properties. The rubber dock fenders shall be free from bubbles, cracks and other harmful defects.

The physical properties of the rubber compound used for the fenders shall comply with the following requirements:

Physical Properties and Test Method

Test Item			Properties	Test Method	
Physical Test	Before Aging	Tensile Strength	160kg/sq.m minimum	Test piece: Dumbell No. 3	ASTM D412
		Elongation	350% minimum		ASTM D1456
		Hardness	76Hs maximum	Spring Type hardness test (Type A)	ASTM D2240
	After Aging	Tensile Strength	Not less than 80% of original value	Aging by air heating: 70±1°C x 96 hours.	ASTM D412
		Elongation			ASTM D1456
		Hardness	Not more than original value +8°		ASTM D2240
	Compression Test		30% maximum	Heat treatment: 70±1°C x 22 hours.	ASTM D395

Note : Equivalent Standards are acceptable.

FITTINGS AND ANCHORAGE

Anchor bolts and connecting hardware shall be fabricated using type of steel specified (ASTM A36) and to the required shapes and sizes shown on the approved plan/drawings.

TESTING, SAMPLING, INSPECTION, ACCEPTANCE, MARKING AND PACKAGING

Testing

Sample rubber dock fenders that shall be incorporated in the project shall be subjected to tests. It shall pass the required energy absorption and reaction force at a certain deflection as indicated in the plan.

The Contractor shall be required to submit test certificates showing compliance to the above requirements. The test certificates shall be certified by an independent testing institute / organization recognized by the Authority.

Ten percent (10%) of the total number of fenders to be supplied and rounded to a unit shall be tested for performance. The fender shall be compressed repeatedly three (3) times to the maximum deflection at the speed from 2 to 8 cm. per minute. The load and deflection values shall be recorded with the precision of 0.1tf and 0.5mm respectively. The results shall be plotted in the form of load-deflection-energy absorption curves. The average data obtained in the second and third test loading shall be considered as performance values.

Inspection

All fenders of each type shall be inspected for compliance to specified dimensions and all fenders shall be inspected for any sign of flaw or defect inimical to its use.

All anchor bolts and fittings shall be inspected. The material used for the fabrication of bolts and fittings shall be covered by the manufacturer's certified mill certificate and shall be verified by the Authority.

Acceptance Tolerance

The acceptance tolerance shall be based on the following:

1. Fender Dimension

Length	:	-2% to +4%
Width	:	-2% to +4%
Height	:	-2% to +4%
Thickness	:	-2% to +8%

2. Anchor Bolt Holes in Fender

Diameter of the Hole	:	+2.0mm
Pitch of the Hole	:	+4.0mm

3. Acceptance tolerance for all fenders supplied shall be as follows:

E = Energy absorption,	E ≥ Specified E but not to exceed 10%
R = Reaction force,	R ≤ Specified R but not less than 10%

Marking

All fender units shall be clearly numbered and marked. Each fender shall have the following markings.

1. Fender type and manufacturer's name or trade mark
2. Production serial number
3. Date of manufacture or its abbreviation
4. Main dimensions
5. Project identification as follows:

Name of Port/Project : _____

Year supplied : _____

Packaging

The fenders shall be packaged on wooden crate or wrapped individually with Polypropylene sheets except when shipped containerized. The bolts and fittings should be placed in crates and suitably treated for protection when transported by sea and stored in port areas.

EXECUTION

MOORING / FENDERING SYSTEM

All units shall be installed at the locations shown on the drawings and as directed by the Engineer.

ITEM 18 : ELECTRICAL WORKS

SCOPE OF WORK

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

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

GENERAL REQUIREMENTS

a) All works shall be done in accordance with the requirements of the publications and agencies having jurisdiction, as well as the requirements of the approved standards.

1.	National Fire Protection Association	-	(NFPA)
2.	National Electrical Manufacturer Association	-	(NEMA)
3.	Underwriter Laboratories, Inc.	-	(UL)
4.	Philippine Electrical Code Philippine National Standard	- -	(PEC) (PNS)
5.	Federation Specification: Circuit Breaker, Molded Case, Branch Circuit and Service		
6.	American National Standard Institute	-	(ANSI)
7.	American Society for Testing and Materials	-	(ASTM)
8.	Illuminating Engineering Society	-	(IES)

b) The electrical power will be connected to the existing local cooperative supply. The supply voltages shall be 220 volt, single phase (1Ø), and 60 hertz.

c) The Contractor shall employ a licensed Registered Electrical Engineer or Master electrician to perform or to supervise and to conduct the continuous inspection of all electrical work.

d) The Contractor shall first obtain approval from the Authority before procurement, fabrication or delivery of electrical materials to the site. Partial submittals will not be acceptable and will be returned without review. Submittals shall include the Manufacturer's Name, Trade Name, Place of Manufacture, Catalog Model or Number, Nameplate Data, Size, Layout Dimensions, Capacity, Project Specification and Paragraph Reference, Technical Society Publication References and other information necessary to establish contract compliance of each item to be furnished.

e) All excavations fill and backfill and concrete works involved herein, shall be carried to the required elevations and shall conform to the provisions of specification under Earthwork and Concrete Construction of this tender document.

f) The materials and equipment to be furnished shall be standard products of reputable manufacturer engaged in the reproduction of such materials and equipment.

g) All permits and electrical fees required for this work shall be obtained at the expense of the Contractor. The Contractor shall furnish the Engineer-in-Charge, the final Certificates of Inspections and approval from the proper government authorities after the completion of work. The Contractor shall prepare all as- built plans and all other paper works as required by the enforcing authorities.

h) The Contractor shall furnish and install electrical materials as shown in the drawings. A licensed Electrical Engineer or Master Electrician is required to implement the installation of the electrical system. A licensed electrical contractor shall oversee/conduct the installation of the main circuit breaker.

i) Electrical installation shall conform to the requirements of Philippine Electrical Code (PEC) and the other approved standards.

j) The contractor shall install all electrical works with the supervision of the qualified Registered Electrical Engineer (REE) or Master Electrician. All electrical installation applications regardless of capacity and voltage whether new, addition or revision shall be accompanied by electrical plans signed and sealed by a duly licensed Professional Electrical Engineer (PEE).

MATERIAL REQUIREMENTS

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

PRODUCTS

WIRES AND CABLES

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

CONDUIT AND FITTINGS

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

LED FLOODLIGHT FIXTURE 200 WATT (WARM WHITE OR EQUIVALENT)

Specifications:

Model: BBQ – FLSH 335 – 200w
Input Voltage: AC 100 – 277V Driver
Brand Meanwell
Led Chip: Bridge lux
Lumen: I8000 – 20,000 lm
IP Grade: IP 65
Beam Angle: 120°
Color Temperature: 2700K – 6500K

CONCRETE DUCT BANK

The contractor shall construct concrete duct bank as shown in the approved plan.

FLOODLIGHT POLE (12.0 meter height)

Floodlight pole is to be hot-dip galvanized steel, designated as complete system with anchor bolts, steel ladder, hot-dip galvanized steel frame for mounting the number of floodlight fixtures are indicated on the approved plan.

A maintenance platform complete with safety rail should be provided as shown in the approved plan.

Anchor bolts are made of Stainless Steel to ensure that the floodlight pole assembly capacity can withstand all the stresses composed of wind, luminaires weight and live load of maintenance personnel.

PROTECTIVE COATING FOR FLOODLIGHT POLE

Hot Dipped Galvanizing

All mild steel parts exposed to weather shall be hot-dipped galvanized after fabrication as shown in the approved plan or directed by the Engineer in accordance with the requirements if JIS H88641. Prior to hot-dip galvanizing, the surface shall be cleaned of dirt, weld splatter, grease, slag, oil, paint or other deleterious matters. The steel surfaces shall be chemically descaled and cleaned with abrasive blast or other suitable method as approved by the Engineer.

PANEL BOARD

Panel board shall conform to the schedule of panel board as shown on the approved plans with respect to supply characteristics, rating of main lugs or main circuit breaker, number and ratings and capacities of branch circuit breakers.

Panel board shall consist of a factory completed dead front assembly mounted in an enclosing NEMA 3R cabinet consisting of code gauge galvanized sheet steel box with trim and door.

Main and branch circuit breakers for panel board shall have the rating, capacity and number of poles as shown on the approved plans. Breakers shall be thermal magnetic type solid state-type with interrupting capacity of 10,000 amperes symmetrical minimum. Breaker terminal shall be UL listed as suitable for type of conductor provided. Breaker shall be the bolt-in type (that is, bolted to the current carrying bus). Plug-in circuit breakers are not acceptable

EXECUTION

INSTALLATION

Floodlight Pole shall be installed as shown on the approved plans.

Pole Setting: Depth as shown on the approved plans.

Construction of reinforced concrete floodlight post foundation shall be in accordance with the shape and dimensions as shown on the approved plans.

Excavations / backfilling required before /after installation of floodlight pole with the trench shall conform to the provisions of Earthwork and Concrete construction.

Metering: the local utility company of Ormoc, Leyte is responsible for the supply and installation of metering equipment, and its accessories, but it is part of the contractor responsibility and expense to coordinate with them on this regard.

WORKMANSHIP

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

TESTING OPERATIONS

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

GUARANTEE

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

ITEM 19 : PROJECT BILLBOARD

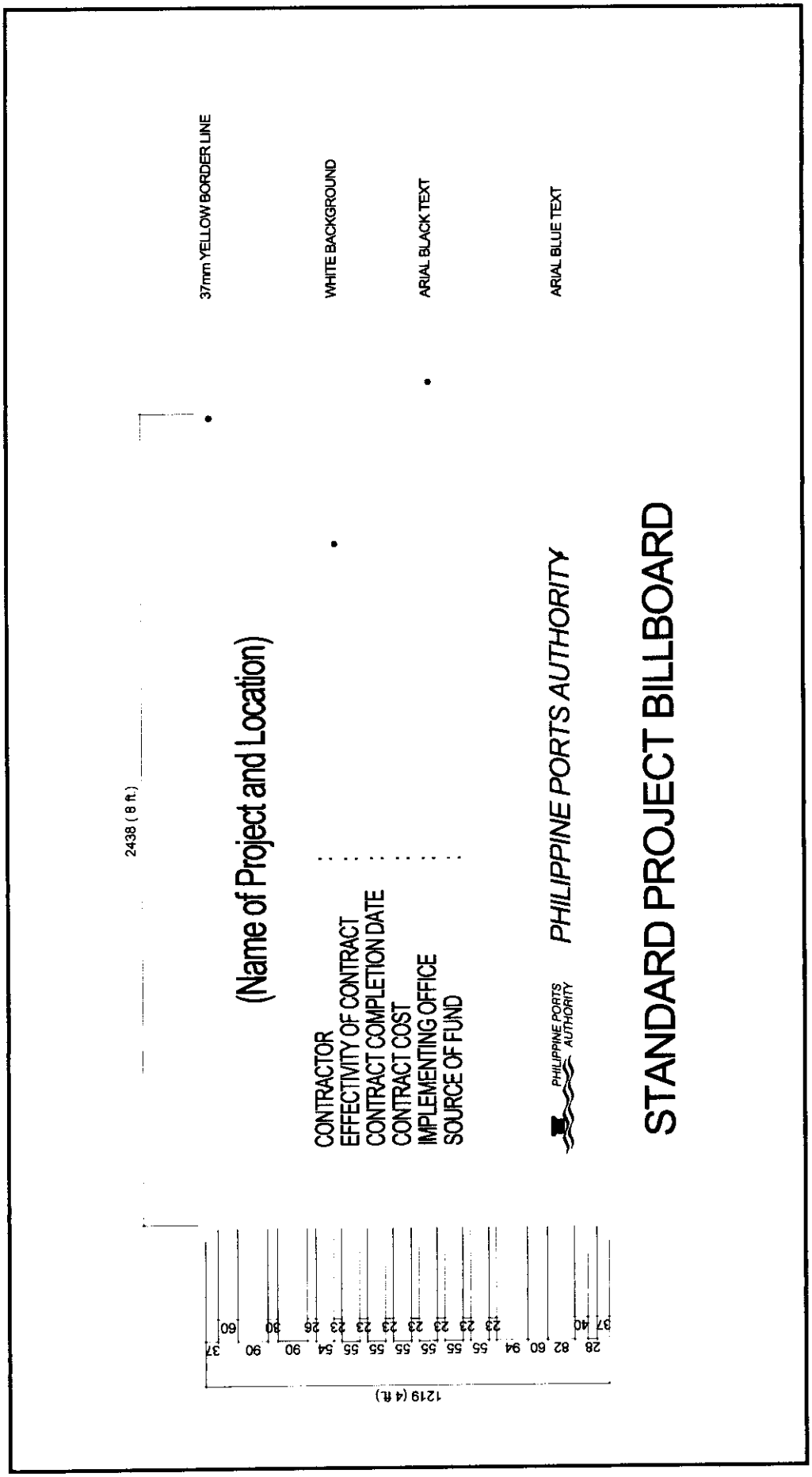
SPECIFICATION

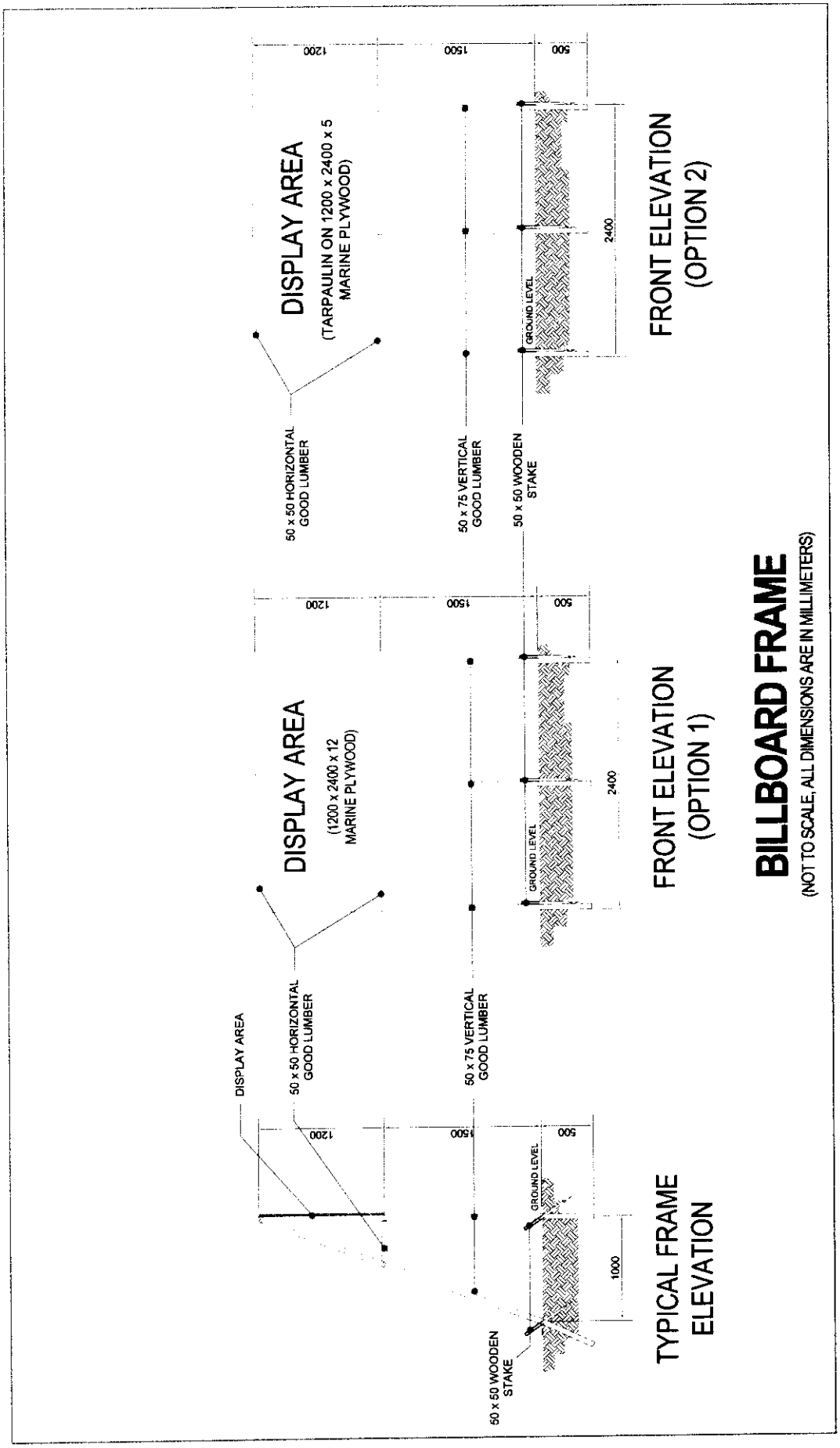
The Project Billboard shall be installed at location(s) designated by the Engineer.

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

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

See attached drawings for further details of the standard billboard.


2438 (8 ft.)
37mm YELLOW BORDER LINE
WHITE BACKGROUND
ARIAL BLACK TEXT
ARIAL BLUE TEXT
(Name of Project and Location)
CONTRACTOR
EFFECTIVITY OF CONTRACT
CONTRACT COMPLETION DATE
CONTRACT COST
IMPLEMENTING OFFICE
SOURCE OF FUND
PHILIPPINE PORTS AUTHORITY
PHILIPPINE PORTS AUTHORITY
STANDARD PROJECT BILLBOARD
1219 (4 ft.)
37 90 60 30 90 54 26 23 23 23 23 23 55 55 55 55 55 55 23 23 94 60 82 28 40 37


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

ITEM 20 : SAFETY SIGNAGES AND BARRICADES

DESCRIPTION

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

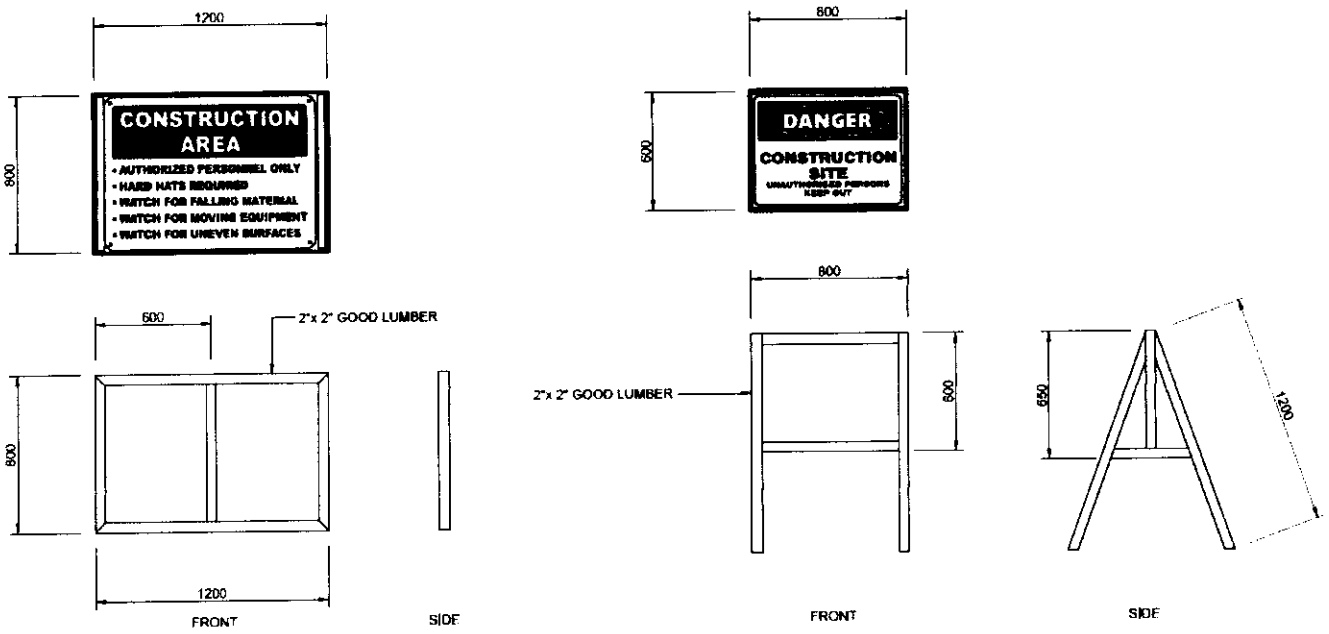
SPECIFICATION

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

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

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

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



STANDARD PLAN FOR SIGNAGES AND BARRICADES

SECTION VII

PROJECT DRAWINGS

SECTION VII

PROJECT DRAWINGS
(SEE ISSUED APPROVED PLANS)

LIST OF DRAWINGS:

1 of 35	Development Plan, Vicinity Map, General Notes, and List of Drawings
2 of 35	General Plan of continuous Ro-Ro Ramp and Relieving Platform
3 of 35	Pile Schedule for Continuous Ro-Ro Ramp, Pile Schedule for Relieving Platform, Schedule of Mooring and Fendering Systems
4 of 35	Off-Shore Elevation of Continuous Ro-Ro Ramp, Section A-A
5 of 35	Section B-B, Section C-C
6 of 35	Deck Reinforcement Plan of Continuous Ro-Ro Ramp, Continuous Ro-Ro Ramp Front Elevation, Side Elevation
7 of 35	Detail of Ro-Ro Ramp, Detail of Pile Cap @ Ro-Ro Ramp
8 of 35	Detail of Mooring Attachment @ Ro-Ro Ramp, Detail of Construction Joint
9 of 35	Detail of Rubber Dock Fender V-500H x 1500L, Detail of 50-Ton Mooring Bollard
10 of 35	Typical Transverse Beam Detail, Typical Longitudinal Beam Detail, Sectional Details
11 of 35	Typical Reinforcement of R.C. Deck @ Relieving Platform
12 of 35	Typical Detail of Pile Blocks @ Relieving Platform, Reinforcement of Fender/Mooring Block for Fastcraft Berth
13 of 35	Detail of Rubber Dock Fender (SV-400H x 2000L), Detail of 25-Ton Mooring Bollard (Tee-Head)
14 of 35	Detail of 450mm x 450mm Pre-Stressed Concrete Pile
15 of 35	General Plan @ Back-Up Area
16 of 35	Piling and Anchorage Plan @ Back-Up Area
17 of 35	Section Elevation @ Sta.0+010, Section Elevation @ Sta.0+020
18 of 35	Section Elevation @ Sta.0+030, Section Elevation @ Sta.0+040
19 of 35	Section Elevation @ Sta.0+050, Section Elevation @ Sta.0+060

20 of 35	Section Elevation @ Sta.0+070, Section Elevation @ Sta.0+080
21 of 35	Section Elevation @ Sta.0+090, Section Elevation @ Sta.0+100
22 of 35	Sectional Elevation J-J, Detail of R.C. Curb @ Rock Bulkhead
23 of 35	Sectional Elevation K-K
24 of 35	Typical Detail of Coping Wall, Detail of Coping Wall Adjacent to Relieving Platform, Typical Detail of Anchor Wall, Detail of Mooring and Fender Attachment
25 of 35	Detail of Pre-Stressed Concrete Sheet Pile
26 of 35	Detail of R.C. Corner Piles
27 of 35	Detail of R.C. Corner Piles
28 of 35	Detail of Interlocking Paving Blocks, Detail of Shear Keys, Detail of R.C. Ditch, Sectional Plan of Interlocking Concrete Paving Blocks
29 of 35	Off-Shore Elevation of R.C. Curb, Coping Wall, Mooring and Fendering System @ Fastcraft Berth, Detail of Tie Rods
30 of 35	Detail of Security Fence, Wall Footing Detail, Column Footing Detail
31 of 35	Storm Drainage Layout
32 of 35	Typical Detail of Lateral Drainage, Detail and Framing of Trench Grate, Detail of Catch Drain Manhole, Section @ Outfall
33 of 35	Electrical Plans
34 of 35	Electrical Plans
35 of 35	Electrical Plans
Annex 1-A	Topographic and Hydrographic Survey Plan
Annex 1-B	Borehole Location, Borehole Logs
Annex 2-B	Borehole Logs

SECTION VIII

BILL OF QUANTITIES
and
ATTACHMENTS

BILL OF QUANTITIES
ORMOC PORT EXPANSION PROJECT
Port of Ormoc, Leyte

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
ILL NO.	1 GENERAL EXPENSES				
1.01	Mobilization, demobilization and cleaning	lot	1		
1.02	Rental of temporary site office and residence for the Engineer and staff	mo.	18		
1.03	Maintain temporary site office and residence for the Engineer and staff	mo.	18		
1.04	Provide Construction Safety and Health Program in the execution of the project	mo.	18		
	TOTAL FOR BILL NO. 1				

BILL OF QUANTITIES
ORMOC PORT EXPANSION PROJECT
Port of Ormoc, Leyte

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
ILL NO.	2 DEMOLITION, REMOVAL & EXCAVATION WORKS				
2.01	Excavation and backfilling works	cu.m.	49		
2.02	Remove existing mooring bollard & turn-over to PPA Authority	no.	6		
2.03	Remove existing rubber dock fender & turn-over to PPA Authority	no.	3		
2.04	Demolish and dispose existing R.C. deck of Fastcraft Berth	sq.m.	642		
2.05	Cut and dispose existing R.C. Piles up to MLLW	no.	84		
2.06	Chipp-off and dispose existing R.C. Curb	l.m.	80		
2.07	Demolish and dispose existing concrete pavement	sq,m,	96		
	TOTAL FOR BILL NO. 2				

BILL OF QUANTITIES
ORMOC PORT EXPANSION PROJECT
Port of Ormoc, Leyte

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
ILL NO.	3 BACK-UP AREA				
3.01	Supply and deliver to site 0.35m x 0.60m PSC sheet piles	l.m.	4,914		
3.02	Supply and deliver to site R.C. Corner piles				
	a) R.C. Corner pile No. 1	l.m.	18		
	b) R.C. Corner pile No. 2	l.m.	18		
	c) R.C. Corner pile No. 3	l.m.	18		
	d) R.C. Corner pile No. 4	l.m.	18		
	e) R.C. Corner pile No. 5	l.m.	18		
	f) R.C. Corner pile No. 6	l.m.	18		
3.03	Handle, pitch and drive PSC sheet piles and RC corner piles	l.m.	5,022		
3.04	Chipping of newly driven PSC sheet piles & R.C. Corner piles including disposal	no.	279		
3.05	Supply and place 3,500 psi concrete for the copingwall, anchor wall, mooring block, curbs, ditch, shear keys, catch basin, lateral drainage, ductbank, pedestal, handhole and floodlight foundation	cu.m.	776		
3.06	Supply and install steel reinforcement for the coping wall, anchor wall, mooring block, curbs, ditch, shear keys, catch basin, lateral drainage, ductbank, pedestal, handhole and floodlight foundation	kg.	62,446		
3.07	Supply and place gravel bedding for the column footing, wall footing, anchor wall, lateral drainage, catch basin, ductbank, pedestal, handhole and floodlight foundation	cu.m.	59		

BILL OF QUANTITIES
ORMOC PORT EXPANSION PROJECT
Port of Ormoc, Leyte

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
3.08	Supply and place 50-100 kg. Core rocks	cu.m.	6,586		
3.09	Supply and place 1,000 kg. Armour rocks	cu.m.	1,253		
3.10	Supply and install tie-rod including accessories:				
	a) 36mm Ø x 16.00m	set	16		
	b) 60mm Ø x 16.00m	set	74		
	c) 60mm Ø x 2.50m	set	2		
3.11	Supply and install Geotextile Fabric	sq.m.	3,322		
3.12	Supply and place Sand and Gravel fill	cu.m.	46,401		
3.13	Supply, spread and compact Selected fill	cu.m.	8,731		
3.14	Supply, spread and compact aggregate base course	cu.m.	1,368		
3.15	Supply, spread and compact cement treated base course	cu.m.	1,298		
3.16	Supply, spread and compact levelling course, sand cushion	cu.m.	433		
3.17	Supply and install interlocking concrete paving blocks	sq.m.	8,651		
3.18	Construct CHB Perimeter fence including accessories as shown in the plan/drawings	l.m.	80		
3.19	Supply, deliver and install wire and cables of various sizes	lot	1		

BILL OF QUANTITIES
ORMOC PORT EXPANSION PROJECT
Port of Ormoc, Leyte

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
3.20	Supply, deliver and install conduit pipe including fittings of various sizes	lot	1		
3.21	Supply deliver and install 12 m.ht floodlight steel pole in hot dip galvanized with 4 pcs of 200 watt LED floodlight fixture (ww) including lightning protection and accessories	lot	1		
3.22	Supply, deliver and install Protective devices	assy	1		
3.23	Supply, fabricate and install hot-dipped galvanized angle bar framing for lateral drainage including ties and dowels	l.m.	176		
3.24	Supply and install hot-dipped galvanized fabricated trence grate for (LD) lateral drainage cover (995mm x 522mm)	no.	88		
3.25	Supply and install hot-dipped galvanized fabricated trence grate for (CB) catch basin cover (972mm x 872mm) including built-up frames & dowels	no.	8		
3.26	Restore demolished portland cement concrete pavement	sq.m.	96		
	TOTAL FOR BILL NO. 3				

BILL OF QUANTITIES
ORMOC PORT EXPANSION PROJECT
Port of Ormoc, Leyte

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
ILL NO.	4 PLATFORM AND RORO RAMP				
4.01	Supply and deliver to site 0.45m x 0.45m PSC Piles	l.m.	6,283		
4.02	Handle, pitch and drive 0.45m x 0.45m Vertical PSC Piles	l.m.	1,251		
4.03	Handle, pitch and drive 0.45m x 0.45m Batter PSC Piles	l.m.	5,032		
4.04	Splice 0.45m x 0.45m PSC Piles	no.	170		
4.05	Chip/cut & dispose portion of newly driven PSC Piles up to required elevation	no.	171		
4.06	Supply and install steel reinforcements for the superstructure	kg.	133,953		
4.07	Supply and place 3,500 psi concrete for the superstructure	cu.m.	720		
4.08	Suppy and install construction joints (100mm x 100mm x 10mm) angle bar, hot-dipped galvanized) including dowel bars	l.m.	268		
4.09	Supply and deliver to site rubber dock fender (V-type, 500H x 1500L) including accessories	set	17		
4.10	Supply and deliver to site rubber dock fender (V-type, 400H x 2000L) including accessories	set	9		
4.11	Install rubbers dock fender and accessories	set	26		

BILL OF QUANTITIES
ORMOC PORT EXPANSION PROJECT
Port of Ormoc, Leyte

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
4.12	Supply and deliver to site mooring bollard (50 Tons, T-head) including accessories	set	6		
4.13	Supply and deliver to site mooring bollard (25 Tons, T-head) including accessories	set	9		
4.14	Install mooring bollards (T-head type) and accessories	set	15		
	TOTAL FOR BILL NO. 4				

BILL OF QUANTITIES
ORMOC PORT EXPANSION PROJECT
Port of Ormoc, Leyte

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
ILL NO.	5 REIMBURSABLE ITEMS				
5.01	Provide service vehicle, office equipment, computer system, scanner/printer, projector and aerial survey equipment for the use of the PPA personnel	lot	1		
	TOTAL FOR BILL NO. 5				

BASIS OF PAYMENT FOR WORK ITEMS INCLUDED IN THE PROPOSAL

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

BILL NO. 1

GENERAL EXPENSES

Item 1.01 Mobilization, demobilization and cleaning

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

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

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

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

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

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

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

BILL NO. 2

DEMOLITION, REMOVAL AND EXCAVATION WORKS

Item 2.01 Excavation and backfilling works

The quantity to be paid for shall be the actual volume in cubic meter of existing fill materials, to be excavated and backfilled 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 mooring bollard and turn-over to PPA authority

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

Item 2.03 Remove existing rubber dock fender and turn-over to PPA authority

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

Item 2.04 Demolish and dispose existing R.C. deck of fastcraft berth

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

Item 2.05 Cut and dispose existing R.C. piles up to Mean Lower Low Water (MLLW)

The quantity to be paid for shall be the actual number of existing R.C. piles, to be cut-off up to Mean Lower Low Water (MLLW) and disposed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.06 Chip-off and dispose existing R.C. curb

The quantity to be paid for shall be the actual length in linear meter of existing R.C. curb, to be chipped-off and disposed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.07 Demolish and dispose existing concrete pavement

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

BILL NO. 3

BACK-UP AREA

Item 3.01 Supply and deliver to site 0.35m x 0.60m PSC piles

The quantity to be paid for shall be the actual length in linear meter of 0.35m x 0.60m PSC piles, to be supplied and delivered to site in accordance with the plans and specifications, measured from the tip of piles to butt elevation 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 deliver to site R.C. corner piles

a) R.C. corner pile no. 1
b) R.C. corner pile no. 2
c) R.C. corner pile no. 3
d) R.C. corner pile no. 4
e) R.C. corner pile no. 5
f) R.C. corner pile no. 6

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

Item 3.03 Handle, pitch and drive PSC sheet piles and R.C. corner piles

The quantity to be paid for shall be the actual length in linear meter of PSC sheet piles and R.C. corner piles to be handled, pitched and driven in accordance with the plans and specifications, measured from the tip of piles to cut-off elevation 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 Chipping of newly driven PSC sheet piles & R.C. corner piles including disposal

The quantity to be paid for shall be the actual number of newly driven PSC sheet piles and R.C. corner piles, to be chipped-off including disposal in accordance with the plans and specifications and disposal of debris at the designated area 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 place 3,500 psi. concrete for the coping wall, anchor wall, mooring block, curbs, ditch, shear keys, catch basin, lateral drainage, ductbank, pedestal, handhole and floodlight foundation

The quantity to be paid for shall be the actual volume in cubic meter of 3,500 psi. concrete for the coping wall, anchor wall, mooring block, curbs, ditch, shear keys, catch basin, lateral drainage, ductbank, pedestal, handhole and floodlight foundation, to be supplied and set-in-place in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 3.06 **Supply and install steel reinforcement for the coping wall, anchor wall, mooring block, curbs, ditch, shear keys, catch basin, lateral drainage, ductbank, pedestal, handhole and floodlight foundation**

The quantity to be paid for shall be the actual weight in kilogram of steel reinforcements for the coping wall, anchor wall, mooring block, curbs, ditch, shear keys, catch basin, lateral drainage, ductbank, pedestal, handhole and floodlight foundation, 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 3.07 **Supply and place gravel bedding for the column footing, wall footing, anchor wall, lateral drainage, catch basin, duct bank, pedestal, handhole and floodlight foundation**

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

Item 3.08 **Supply and place 50-100 kg. core rocks**

The quantity to be paid for shall be the actual volume in cubic meter of 50-100 kg. core rocks, to be supplied and set-in-place in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 3.09 **Supply and place 1000 kg. armour rocks**

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

Item 3.10 **Supply and install tie-rod including accessories:**

a) 36mmØ x 16.00m
b) 60mmØ x 16.00m
c) 60mmØ x 2.50m

The quantity to be paid for shall be the actual set of tie-rod of various types and sizes including 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 3.11 Supply and install geotextile fabric

The quantity to be paid for shall be the actual area in square meter of geotextile fabric, 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 3.12 Supply and place sand and gravel fill

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

Item 3.13 Supply, spread and compact selected fill

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

Item 3.14 Supply, spread and compact aggregate base course

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

Item 3.15 Supply, spread and compact cement treated base course

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

Item 3.16 Supply, spread and compact levelling course, sand cushion

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

Item 3.17 Supply and install interlocking concrete paving blocks

The quantity to be paid for shall be the actual area in square meter of interlocking concrete paving blocks, 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 3.18 Construct CHB perimeter fence including accessories as shown in the plan / drawings

The quantity to be paid for shall be the actual length in linear meter of CHB perimeter fence including accessories, to be constructed as shown in the plan/drawings 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, deliver and install wires and cables of various sizes

The quantity to be paid for shall be the actual quantity of wires and cables of various sizes to be supplied, delivered 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 3.20 Supply, deliver and install conduit pipe including fittings of various sizes

The quantity to be paid for shall be the actual quantity of conduit pipe including fittings of various sizes to be supplied, delivered 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 3.21 Supply, deliver and install 12m. ht. floodlight steel pole in hot-dip galvanized with 4 pcs. Of 200 watt LED floodlight fixtures (ww) including lightning protection and accessories

The quantity to be paid for shall be the actual quantity of 12m. ht. floodlight steel pole in hot-dip galvanized with 4 pcs. Of 200 watt LED floodlight fixtures (ww) including lightning protection and accessories to be supplied, delivered 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 3.22 Supply, deliver and install protective devices

The quantity to be paid for shall be the actual quantity of protective devices to be supplied, delivered 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 3.23 Supply, fabricate and install hot-dipped galvanized angle bar framing for lateral drainage including ties and dowels

The quantity to be paid for shall be the actual length in linear meter of hot-dipped galvanized angle bar framing for lateral drainage including ties and dowels to be supplied, fabricated and installed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work

Item 3.24 **Supply and install hot-dipped galvanized fabricated trence grate for (LD) lateral drainage cover (995mm x 522mm)**

The quantity to be paid for shall be the actual number of hot-dipped galvanized fabricated trence grate for (LD) lateral drainage cover (995mm x 522mm), 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 3.25 **Supply and install hot-dipped galvanized fabricated trence grate for (CB) catch basin cover (972mm x 872mm) including built-up frames and dowels**

The quantity to be paid for shall be the actual number of hot-dipped galvanized fabricated trence grate for (CB) catch basin cover (972mm x 872mm) including built-up frames and dowels, 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 3.26 **Restore demolished portland cement concrete pavement**

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

BILL NO. 4

PLATFORM AND RO-RO RAMP

Item 4.01 **Supply and deliver to site 0.45m x 0.45m PSC piles**

The quantity to be paid for shall be the actual length in linear meter of 0.45m x 0.45m PSC piles, to be supplied and delivered to site in accordance with the plans and specifications, measured from the tip of piles to butt elevation 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 4.02 **Handle, pitch and drive 0.45m x 0.45m vertical PSC piles**

The quantity to be paid for shall be the actual length in linear meter of 0.45m x 0.45m vertical PSC piles to be handled, pitched and driven in accordance with the plans and specifications, measured from the tip of piles to cut-off elevation 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 4.03 **Handle, pitch and drive 0.45m x 0.45m batter PSC piles**

The quantity to be paid for shall be the actual length in linear meter of 0.45m x 0.45m batter PSC piles to be handled, pitched and driven in accordance with the plans and specifications, measured from the tip of piles to cut-off elevation 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 4.04 Splice 0.45m x 0.45m PSC piles

The quantity to be paid for shall be the actual number of 0.45m x 0.45m PSC piles, to be spliced as directed by 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 4.05 Chip/cut and dispose portion of newly driven PSC piles up to required elevation

The quantity to be paid for shall be the actual number of portion of newly driven PSC piles up to required elevation, to be chipped off up to cut-off elevation and disposed in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 4.06 Supply and install steel reinforcements for the superstructure

The quantity to be paid for shall be the actual weight in kilogram of steel reinforcements for the superstructure, 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 4.07 Supply and place 3,500 psi concrete for the superstructure

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

Item 4.08 Supply and install construction joints (100mm x100mm x10mm angle bar, hot-dipped galvanized) including dowel bars

The quantity to be paid for shall be the actual length in linear meter of construction joints (100mm x100mm x10mm angle bar, hot-dipped galvanized) including dowel bars, 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 4.09 Supply and deliver to site rubber dock fender (V-type, 500H x 1500L) including accessories

The quantity to be paid for shall be the actual set of rubber dock fender (V-type, 500H x 1500L) including accessories, to be supplied and delivered to site in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 4.10 Supply and deliver to site rubber dock fender (V-type, 400H x 2000L) including accessories

The quantity to be paid for shall be the actual set of rubber dock fender (V-type, 400H x 2000L) including accessories, to be supplied and delivered to site in accordance with

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

Item 4.11 Install rubber dock fender and accessories

The quantity to be paid for shall be the actual set of rubber dock fender and accessories to be 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 4.12 Supply & deliver to site mooring bollard (50 Tons, T-head) including accessories

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

Item 4.13 Supply & deliver to site mooring bollard (25 Tons, T-head) including accessories

The quantity to be paid for shall be the actual set of mooring bollard (25 Tons, T-head) including accessories, to be supplied and delivered to site in accordance with the plans and specifications and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 4.14 Install mooring bollards (T-head type) and accessories

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

BILL NO. 5

REIMBURSABLE ITEMS

Item 5.01 Provide service vehicle, office equipment, computer system, scanner/printer, projector and aerial survey equipment for the use of the PPA personnel

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

FACILITIES TO BE PROVIDED FOR THE ENGINEER & HIS STAFF

TEMPORARY FACILITIES OF THE CONTRACTOR

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

SITE OFFICE AND RESIDENCE FOR THE ENGINEER & STAFF

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

OFFICE EQUIPMENT FOR USE OF THE PPA ENGINEER AND STAFF

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

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

LAPTOP

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

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

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

FULL HD PROJECTOR

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

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

SOFTWARE

The Contractor shall provide within thirty (30) days after commence work, **one (1) unit "License software"** latest version of TEKLA STRUCTURAL SOFTWARE for the use of the PPA Engineer and staff. The software shall be the property of PPA. Operation and maintenance shall be borne by PPA.

PORTABLE EXTERNAL BACK-UP DRIVE

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

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

SERVICE VEHICLE

The Contractor shall provide within thirty (30) days after notice to commence work, **one (1) unit** "Brand New" Transportation Service Vehicle for the use of the PPA personnel. The vehicle to be provided by the Contractor shall be to the satisfaction of PPA. The vehicle shall comply in all respect with all relevant national or local laws, statutes and regulations. The unit shall become the property of PPA. Operations and maintenance shall be borne by PPA.

The vehicle shall be diesel-fed engine with a displacement of not more than 3000cc and not exceeding 4 cylinders.

AERIAL SURVEY EQUIPMENT

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

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

MINIMUM EQUIPMENT REQUIREMENTS

2	units	Crane Barge (319 GW, minimum), with 60T Crane, 1-owned, 1-owned/leased
2	units	Tugboat (500 hp), owned/leased
1	unit	Clamshell, owned
2	units	Crawler Crane (30T), 1-owned, 1-owned/leased
1	unit	Pile Hammer (Diesel, 13,500 kg.m.), owned/leased
1	unit	Pile Hammer (Diesel, 10,500 kg.m.), owned
2	units	Concrete Mixer (1-bagger), owned
2	units	Concrete Vibrator (3.50 hp), owned
2	units	Bar Cutter (electric, 25mm dia min.), owned
2	units	Bar Bender (electric, 25mm dia min.), owned
2	units	Drop Hammer (2T), owned
2	units	Welding Machine (400 amp.), owned
2	units	Dump Truck (8 cu.m., 275 hp), owned
1	unit	Water Truck with pump (1,000 gal.), owned
1	unit	Oxy/Acetylene Cutting Outfit, owned
1	unit	Plate Compactor (5 hp), owned
1	unit	Jackhammer, owned
1	unit	Air-Compressor (250 cfm), owned
1	unit	Concrete Cutter, owned
1	unit	Road Roller (12.05T, vibratory), owned/leased
1	unit	Road Grader (125 hp), owned/leased
1	unit	Payloader (80 hp), owned/leased
1	unit	Concrete Bucket, owned
2	units	Transit Mixer (5-6 cu.m. cap.), owned/leased
1	unit	Forklift (1.36T), owned/leased
1	unit	Backhoe (0.40 cu.m., 94.30 hp), owned/leased
1	unit	Backhoe Breaker Attachment, owned
1	unit	Cargo Truck (5T), owned

CONSTRUCTION SAFETY AND HEALTH REQUIREMENTS

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

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

The Contractor shall provide the following minimum requirements:

L A B O R

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

EQUIPMENT / MATERIALS

Personnel Protective Equipment

49	pcs.	Hard Hats
49	pcs.	Gloves
7	pcs.	Goggles
1	pcs.	Aprons
1	pcs.	Safety Belts
49	pcs.	Safety Shoes
1	pcs.	Life Lines

Safety Devices

1	lot	Barricades
1	lot	Warning signs
2	units	Fire extinguisher

Medical and First Aid System - For eighteen (18) 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 **Ormoc Port Expansion Project, Port of Ormoc, Leyte**;

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

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

BILL NO	DESCRIPTION	TOTAL AMOUNT
1	General Expenses	₱
2	Demolition, Removal and Excavation Works	
3	Back-Up Area	
4	Platform and Ro-Ro Ramp	
5	Reimbursable Items	
	TOTAL AMOUNT OF BID (including VAT)	₱

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

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

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

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

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

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

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

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

(j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the **Ormoc Port Expansion Project, Port of Ormoc, Leyte** of the **Philippine Ports Authority**.

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

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

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

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

NOTE :

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

Name of Firm/Applicant

Authorized Signing Official

Date

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

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

NOTE :

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

2. This Statement shall be supported by:

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

Name of Firm/Applicant

Authorized Signing Official

Date

EXPERIENCE RECORD ON SIMILARLY COMPLETED PROJECTS

Similar Major Operations of Work 1]	Unit of Measure	Quantity					Unit of Measure	Quantity
			Title of the Project	Title of the Project	Title of the Project	Title of the Project		
1. Off-Shore Pile Driving a) R.C. Piles	l.m.	5,331						
2. Reinforced Concrete Works: a) Concrete b) Reinforcing Steel Bar	 cu.m. kg.	 748 98,200						
3. Rock Works (50 kg. to 1,000 kg./pc.)	cu.m.	3,920						
4. Fill Materials	cu.m.	27,566						
5. Interlocking Concrete Blocks Pavement	sq.m.	4,326						

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

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

Name of Firm/Applicant | Authorized Signing Official | Date

(Revised Form : September 2012)

FINANCIAL DATA

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

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

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

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

NFCC = _____

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

_____
Name of Firm/Applicant

_____
Authorized Signing Official

Date:_____

NOTES:

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

LIST OF CONTRACTOR'S PERSONNEL

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

Position of Key Personnel	Name	No. of Key Personnel	Similar Experience in the Position (Years) 1]	Total Experience in the Position (Years)	Attachment(s)	Annex(es)
oject Manager					PRC License (CE Preferred) Complete Qualification and Experience Data Certificate of Commitment	Annex "_"
oject Engineer					PRC License (CE Preferred) Complete Qualification and Experience Data Certificate of Commitment	Annex "_"
aterials 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 "_"
onstruction Safety and ealth Officer					Certificate of Safety and Health Construction Related Course issued by DOLE Accredited Trainings Complete Qualification and Experience Data Certificate of Commitment	Annex "_"
oreman					Complete Qualification and Experience Data Certificate of Commitment	Annex "_"
ther Position(s)					Complete Qualification and Experience Data Certificate of Commitment	Annex "_"

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

Project Manager - Five (5) years
Project Engineer - Three (3) years
Foreman - Five (5) years

Materials Engineer – One (1) year
Materials Engineer I – for projects costing up to 100M
Materials Engineer II – for projects costing more than 100M

Name of Firm/Applicant

Authorized Signing Official

Date

EVISED FORM (September 2012)

LIST OF CONTRACTOR'S EQUIPMENT UNITS

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

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

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

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

Name of Firm/Applicant

Authorized Signing Official

Date

REVISED FORM (January 2011)

OMNIBUS SWORN STATEMENT FOR SOLE PROPRIETORSHIP

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

AFFIDAVIT

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

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

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

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

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

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

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

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

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

   a) Carefully examine all of the Bidding Document:
   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the contact;
   c) Made an estimate of the facilities available and needed for the contact to be bid, if any; and
   d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the *Ormoc Port Expansion Project, Port of Ormoc, Leyte.*

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

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

_____
Bidder's Representative / Authorized Signatory

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

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

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

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

OMNIBUS SWORN STATEMENT FOR PARTNERSHIP OR COOPERATIVE

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

AFFIDAVIT

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

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

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

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

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

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

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

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

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

   a) Carefully examine all of the Bidding Document:
   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the contact;
   c) Made an estimate of the facilities available and needed for the contact to be bid, if any; and
   d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the *Ormoc Port Expansion Project, Port of Ormoc, Leyte.*

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

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

_____
Bidder's Representative / Authorized Signatory

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

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

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

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

OMNIBUS SWORN STATEMENT FOR CORPORATION OR JOINT VENTURE

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

AFFIDAVIT

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

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

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

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

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

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

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

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

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

   a) Carefully examine all of the Bidding Document:
   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the contact;
   c) Made an estimate of the facilities available and needed for the contact to be bid, if any; and
   d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the *Ormoc Port Expansion Project, Port of Ormoc, Leyte.*

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

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

_____
Bidder's Representative / Authorized Signatory

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

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

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

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

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

BID-SECURING DECLARATION
Invitation to Bid No. _____

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

I, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

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

NAME OF NOTARY PUBLIC

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

CONSTRUCTION METHODOLOGY

Name of Project : _____

Proposed Project Description : _____

Location : _____

MINIMUM SCOPE OF CONSTRUCTION METHODOLOGY

A. DEMOLITION, REMOVAL AND EXCAVATION WORKS

1. Excavation and backfilling works (49 cu.m.)
2. Removal of existing bollards and fenders (9 sets)
3. Demolition and disposal of existing r.c. deck (642 sq.m.)
4. Cutting and disposal of existing r.c. piles (84 no.)
5. Chipping and disposal of existing r.c. curb (80 l.m.)
6. Demolition and disposal of existing concrete pavement (96 sq.m.).

B. BACK-UP AREA

1. Supply and driving of PSC sheet piles and r.c. corner piles (4,914 l.m.)
2. Supply and placing of 3,500 psi. concrete (776 cu.m.)
3. Supply and installation of reinforcing steel bars (62,446 kg.)
4. Supply and installation of geotextile fabric (3,322 sq.m.)
5. Supply and placing of 50 to 1,000 kg. rocks (7,839 cu.m.)
6. Supply and installation of tie-rods of various sizes (92 sets)
7. Supply and placing of fill materials (55,132 cu.m.)
8. Supply and placing of base course (2,666 cu.m.)
9. Supply and installation of concrete paving blocks (8,651 sq.m.)
10. Construction of CHB perimeter fence (80 l.m.)
11. Restoration of demolished concrete pavement (96 sq.m.)
12. Portlighting system (lot)
13. Drainage system (lot).

C. PLATFORM AND RO-RO RAMP

1. Supply and driving of PSC square piles (6,283 l.m.)
2. Splicing of PSC square piles (171 no.)
3. Supply and placing of 3,500 psi. concrete (720 cu.m.)
4. Supply and installation of reinforcing steel bar (133,953 kg.)
5. Supply and installation of construction joints (268 l.m.)
6. Supply and installation of rubber dock fenders (26 sets)
7. Supply and installation of mooring bollards (15 sets).

NOTES:

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

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

_____
Signature
(Authorized Signing Official)

MANPOWER SCHEDULE

Name of Project : _____

Proposed Project Description : _____

Location : _____

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

_____
Signature
(Authorized Signing Official)

EQUIPMENT UTILIZATION SCHEDULE

Name of Project : _____

Proposed Project Description : _____

Location : _____

EQUIPMENT (Minimum)	No. of Units	CONTRACT DURATION (_____ Calendar Days)																	
		M O N T H L Y																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18

_____
Signature
(Authorized Signing Official)

CASHFLOW BY QUARTER AND PAYMENT SCHEDULE

Name of Project: : _____

Proposed Project Description : _____

Location : _____

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

SECTION X

CONTRACT FORM

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

CONTRACT
FOR THE ORMOC PORT EXPANSION PROJECT
PORT OF ORMOC, LEYTE

KNOW ALL MEN BY THESE PRESENTS:

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

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

- and -

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

WITNESSETH:

WHEREAS, in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations, PPA advertised and published in a newspaper of general circulation and posted on the PPA website and G-EPS as well as in its bulletin board, an Invitation to Bid for the *Ormoc Port Expansion Project, Port of Ormoc, Leyte;*

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

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

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

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

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

ARTICLE I

CONTRACT DOCUMENTS

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

a. Contract Agreement
b. Bidding Documents
c. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals and all other documents / statements submitted
d. Performance Security
e. Notice of Award of Contract; and
f. Other contract documents that may be required by existing laws and the PPA such as:

(1) Construction Schedule and S-Curve
(2) Manpower Schedule
(3) Construction Methods
(4) Equipment Utilization Schedule
(5) Construction Safety and Health Program approved by the DOLE
(6) Pert / CPM
(7) Duly Approved Program of Work and Cost Estimates
(8) Certificate of Availability of Funds
(9) Abstract of Bids
(10) Resolution of Award

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

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

ARTICLE II

CONTRACTOR'S UNDERTAKING
SCOPE OF WORK

2.01 The CONTRACTOR, in consideration of the payment to be made by the PPA to the CONTRACTOR, as stated in the Contract Documents and this Contract, the latter hereby covenants to execute and complete the *Ormoc Port Expansion Project, Port of Ormoc, Leyte,* in conformity in all respects with the provisions of this Contract, as follows:

ITEMS	TOTAL AMOUNT
1. General Expenses	₱
2. Demolition, Removal & Excavation Works	₱
3. Back-Up Area	₱
4. Platform and Ro-Ro Ramp	₱
5. Reimbursable Items	₱
TOTAL AMOUNT	₱

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 in accordance with the Contract Documents.

The CONTRACTOR further guarantees that all the office facilities, computer system, scanner/printer, projector, aerial survey and service vehicle it will provide/supply in connection with this contract shall be brand new and in accordance with the specifications prescribed thereof in the Bid Document.

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

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

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

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

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

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

ARTICLE IV

PERFORMANCE SECURITY

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

a.	Irrevocable, letter of credit issued by a Universal or Commercial Bank	- Ten Percent (10%) of the total contract price

b. any combination of the foregoing - Proportionate to share of form with respect to total amount of security

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

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

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

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

ARTICLE V

COMPLETION TIME: LIQUIDATED DAMAGES

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

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

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

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

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

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

the liquidated damages that the CONTRACTOR shall pay PPA under Section 5.02 hereof and impose other appropriate sanctions.

ARTICLE VI

EXTENSION OF CONTRACT TIME

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

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

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

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

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

ARTICLE VII

ENTIRE CONTRACT

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

ARTICLE VIII

CONTRACTOR'S LIABILITY

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

ARTICLE IX

RESPONSIBILITY OF THE CONTRACTOR

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

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

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

ARTICLE X

INSPECTION AND CONSTRUCTION OF CONTRACT WORK

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

ARTICLE XI

NON-ASSIGNMENT AND NO SUBCONTRACT

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

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

ARTICLE XII

INSURANCE

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

ARTICLE XIII

WARRANTY

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

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

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

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

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

ARTICLE XIV

TAXES, LICENSES, PERMITS AND FEES

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

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

ARTICLE XV

AGREEMENT MODIFICATION

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

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

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

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

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

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

ARTICLE XVI

SUSPENSION OF WORK

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

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

ARTICLE XVII

INDIVISIBILITY OF OBLIGATION

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

ARTICLE XVIII

ARBITRATION/REMEDY AND RELIEF

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

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

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

ARTICLE XIX

OTHER COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XX

SPECIAL REPRESENTATION

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

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

ARTICLE XXI

BUDGETARY REQUIREMENT

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

ARTICLE XXII

EFFECTIVITY

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

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

PHILIPPINE PORTS AUTHORITY
By:

Jay Daniel R. Santiago
General Manager

_____
By:

_____
_____

WITNESSES:

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

_____

ACKNOWLEDGMENT

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

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

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

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

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

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

This foregoing instrument is a Contract for the *Ormoc Port Expansion Project, Port of Ormoc, Leyte 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____;