

Various Maintenance of Port Physical Facilities, Port of Puerto Princesa, Palawan (MPF-PLW-01-2021)

BID DOCUMENTS June 2021

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GLOSSARY OF TERMS, ABBREVIATIONS, AND ACRONYMS

Glossary of Terms, Abbreviations, and Acronyms

ABC - Approved Budget for the Contract.

ARCC - Allowable Range of Contract Cost.

BAC - Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP - Bangko Sentral ng Pilipinas.

CDA - Cooperative Development Authority.

Consulting Services – Refer to services for infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI - Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

GOCC - Government-owned and/or -controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP - Government of the Philippines.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

- LGUs Local Government Units.
- NFCC Net Financial Contracting Capacity.
- NGA National Government Agency.
- PCAB Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

- **PSA –** Philippine Statistics Authority.
- SEC Securities and Exchange Commission.
- SLCC Single Largest Completed Contract.

UN - United Nations.

Section I. Invitation to Bid



Invitation to Bid for the Various Maintenance of Port Physical Facilities, Port of Puerto Princesa, Palawan

- The Philippine Ports Authority PMO Palawan, through the Corporate Budget of the Authority for CY 2021 intends to apply the sum of Php 3,498,874.99 being the Approved Budget for the Contract (ABC) to payments under the contract for Various Maintenance of Port Physical Facilities, Port of Puerto Princesa, Palawan. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- The Philippine Ports Authority PMO Palawan now invites bids for the above Procurement Project. Completion of the Works is required One Hundred Eighty (180) Calendar Days from the receipt by the successful Bidder of the Notice to Proceed. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Interested bidders may obtain further information from Philippine Ports Authority PMO Palawan Bids and Awards Committee and inspect the Bidding Documents at the address given below from 8:00 A.M. to 5:00 P.M., Monday to Friday.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on June 30, 2021 to July 20, 2021 from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php 5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
- 6. The Philippine Ports Authority PMO Palawan Bids and Awards Committee will hold a Pre-Bid Conference on July 07, 2021, 2:00 P.M. at Conference Room, 2nd Floor, PPA Administrative Building, Port Area, Puerto Princesa City and/or through videoconferencing/webcasting *via Zoom*, which shall be open to prospective bidders.
- Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before 9:00 A.M. of July 20, 2021. Late bids shall not be accepted.
- 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.
- 9. Bid opening shall be on **July 20, 2021, 9:30 A.M.** at Conference Room, 2nd Floor, PPA PMO-Palawan Administrative Building, Port Area, Puerto Princesa City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.



- 10. The **Philippine Ports Authority** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
 - Required PCAB Registration (Minimum): SMALL B Building
- 11. For further information, please refer to:

MARIZA O. NALLANA Head Secretariat PMO Palawan BAC Port Area, Puerto Princesa City, Telephone No.: (048) 433-0356 or (048) 716-6864 Email Address: pmopalawanbac@gmail.com

12. You may visit the following websites:

PPA website: www.ppa.com.ph PhilGEPS website: www.philgeps.gov.ph

June 30, 2021

JEMUEL B APELLIDO Chairperson PPA PMO Palawan Bids and Awards Committee For Goods, Infrastructure & Consultancy Projects

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Philippine Ports Authority PMO Palawan invites Bids for the Various Maintenance of Port Physical Facilities, Port of Puerto Princesa, Palawan., with Project Identification Number MPF-PLW-01-2021.

The Various Maintenance of Port Physical Facilities, Port of Puerto Princesa, Palawan (referred to herein as "Project") is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

- 2.1. The Philippine Ports Authority through the source of funding as indicated below for CY 2021 in the amount of Php 3,498,874.99.
- 2.2. The source of funding is:

a. Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section
- 5.5. 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2 Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **Philippine Ports Authority PMO Palawan**, **Port Area, Puerto Princesa City, Palawan** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section IX. Checklist of Technical and Financial Documents.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents

- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section IX. Checklist of Technical and Financial Documents.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

- 14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 14.2. Payment of the contract price shall be made in:
 - a. Philippine Pesos.

15. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid until **One Hundred Twenty (120) days** from the date set for Bid Opening. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disgualified.

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

18. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

	Bid D	ata Sheet				
ITB Clause						
5.2	For this purpose, contracts similar to the Project refer to contracts which have					
	the same major categories of work, which shall be:					
	Major Categories of Work			<u>6 Quantity</u>		
		-		40.05		
	1. Concrete Works	Cu.m.	37.70	18.85		
	2. Masonry Works	Sq.m.	135.76	67.88		
	3. Port Lighting	Units Cu.m.	9.00 282.65	5.00 🖊 141.33		
	4. Roofing Works 5. Painting Works	Sq.m.	807.91	403.96		
	J. Painting works	oq.m.	007.01	400.00		
7.1	Subcontracting is not allowed					
10.3	For Joint Venture : Special PCAB License					
10.4	The key personnel must meet the required minimum years of experience					
	below:					
		eneral Experience	Relevar	nt Experience		
	1) Project Manager	Infrastructure/Civil Work		Construction		
	2) Project Engineer	Infrastructure/Civil Work		Construction		
	3) Materials Engineer	Infrastructure/Civil Work		Construction Construction		
	4) Safety and Health Officer 5) Foreman	Infrastructure/Civil Work Infrastructure/Civil Work		Construction		
	(S) Poreman	Initiastructure/Civit work	s Duirding	Construction		
	NOTE: Required Personnel n	ninimum years of experie	nces: at least tw	o (2)		
	years of experience			()		
10.5	The minimum major equipment requirements are the following:					
	Equipment	Capacity	Number (of Units		
	Air Compressor, w/ Jackhami	mer 250 cfm	1			
	Electric Jack hammer	5 0 U.D	1			
	Concrete Cutter	5.0 HP	1			
	Concrete Mixer	1 bagger	i 1			
	Concrete Vibrator Welding Genset, diesel driver	3.5 HP n 400 amp.	1			
	All Spray Compressor	a antp.	1			
	Electric Cutt-off Machine	14" dia.	1			
	Elf Truck	3.0 cu.m capa	icity 1			
	Generator Set	3KVA .	· 1			
12	Value Engineering Clause:		uning Destaurt			
15.1	The bid security shall be in the form of a Bid Securing Declaration OR any of					
	the following forms and arr	IOUNIS;	-			
	a. The amount of not	less than Php 69,977.	.DU," IT DIQ SECU	my is in cash,		
	-	's check, bank draft/gu	arantee or irre	evocable letter		
	of credit;					
			<u> </u>			
		less than Php 174,943	.75 if bid secu	nty is in Surety		
	Bond.					
16	Each Bidder shall submit C					
	Technical and Financial Bi					
	cover. Screw-bound, ring-t	hound and combo-hour	nd documents :	are		

	not acceptable. Failure to comply with these requirements shall be a ground for disqualification.
19.2	Partial bid is not allowed
20	Other appropriate licenses and permits required: None
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S- curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the secondary source for the terms and conditions of the secondary source for the terms and conditions of the secondary source for the terms and conditions of the Secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

- 3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the SCC, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both

parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC supplemented by any information obtained by the Contractor.

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the SCC, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in ITB Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods,

arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a 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 **SCC**, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the SCC, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the SCC.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	Sectional completion: None
4.1	[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]
6	The site investigation reports are: None
7.2	Semi-permanent structures: Five (5) years
	Buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 15 days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is
13	No advance payments or mobilization fees shall, as a rule, be extended or paid to the winning bidder per DOTr memorandum dated July 10, 2018.
14	No further instruction
15.1	The date by which operating and maintenance manuals are required is
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is

Section VI. Specifications

I. SCOPE OF WORK:

- The work consists of furnishing labor, materials, tools/equipment, and other items necessary for the completion of "Various Maintenance of Port Physical Facilities, Port of Puerto Princesa, Palawan." All materials and services not expressly called for in the specifications and not shown in the drawings that are necessary for the completion of the repair shall be performed, furnished, and installed.
- 2. The plans, detailed drawings, and these specifications shall be considered as complementing each other so that what mentioned or shown in one, although not mentioned or shown in the other, shall be considered as appearing on both. In case of conflict between the two, the same should be referred to the PPA Project Manager/Engineer for resolution.
- 3. All materials and works shall conform to the provisions of the latest edition of American Standards for Testing and Materials (ASTM), Philippine National Standards (PNS), National Building Code of the Philippines, and other applicable standards, both local and international.

II. JOB CONDITIONS:

- 1. The contractor shall clear the site of all obstruction.
- 2. The demolition removal, and chipping-off parts of the structures should be appropriately executed. All salvaged materials shall be turned over or stored as directed by the authorities. Barricade and signboards shall be provided and installed as safety measures and for information on port users for convenience.
- 3. Workers wear protective gear or equipment at all times to ensure their safety of life purposes. The Contractor is responsible and shall continue the management and implementation of a safety and health program throughout construction. The Contractor will use all safety gadgets, for example, hard hats, cotton gloves, and goggles, as required on site to avoid the accident. Any equipment or work considered dangerous should be immediately discontinued.
- 4. In the event of damage to adjacent rooms or port facilities, all necessary repairs and replacement to the approval of and at no cost to the PPA.

III. GENERAL PROVISIONS

3.1 DISMANTLING / CHIPPING-OFF / DEMOLITION AND REMOVAL WORKS:

- 1. All dismantling/removal and chipping-off/demolition or excavation activities involved in the projects should be appropriately coordinated with the project engineer to avoid damage to other port facilities. Demolition and dismantling work should be carried out using approved methods and equipment. The contractor shall provide suitable equipment, skilled labor, and appropriate temporary works such as scaffoldings to ensure safety in the demolition and dismantling works as well as in the adjacent area. Dismantled/demolished/excavated materials should be removed from the site as soon as possible and stored in a designated area.
- 2. Materials coming from the demolition works, except general earth, shall retain the property of the procuring entity, the designated part of which shall be stored by the contractors at places specified by the Engineers authorized representative.
- 3. All dismantling/removal, chipping-off/demolition, or excavation activities conform

to the approved plans and drawings. It should be performed appropriately and carefully to avoid damage to the other facilities near it, and should be assured that it will not cause a delay in the operations of the ports and will not disturb its neighboring offices.

4. All items that required removal and re-installation, carefully removed the required materials, properly reinstalled it back, and conform to the standard of PPA.

4.1. For repair of roofing at Warehouse no. 2: Carefully remove all roofings, separate usable from dilapidated, install first all usable roofing from the north end , and then install new roofings afterwards. All holes left by tokscrew should be applied with colorless silicon sealant.

3.2 CONCRETE MATERIALS AND WORKS

3.2.1 MATERIALS

1. Cement shall conform to Portland Cement ASTM C150.

Cement shall be ordinary Portland (Type 1) or equivalent. Concrete should be placed, compacted, and mixed to avoid cold joints, honeycombing, and minimize segregation, excessive blemishes, or other defects in the hardened concrete.

2. Concrete aggregates conform to ASTM C33 except that the aggregates fail to meet these specifications; however, concrete with adequate strength and durability may be used for the approval of the structural engineer.

Coarse aggregates shall be per the quality requirements of AASHTO M 79, and it retained with a 4.75 (No. 4) sieve, crushed stone/rock, crushed slag, and unless otherwise stipulated. This conforms to the applicable requirements of Section 703.5.1, coarse aggregates of item 703.

- 3. Fine aggregates consist of natural sand, stone, slag, or a combination; therefore, they conform to the quality requirements of AASHTO M 29 (ASTM D 1073). This conforms to the applicable requirements of Section 703.5.2, fine aggregates of item 703. It was passed through a No. 4 sieve (4.75 mm).
- 4. Water used in mixing concrete is clean and free from injurious amounts of oil, acids, alkalis, salts, organic materials, or other substances that are deleterious to concrete or steel.

3.2.2 MIXING OF CONCRETE

1. All concrete was mixed until there was a uniform distribution of the materials and was discharged completely before the mixer was recharged.

3.2.3 STRENGHT OF CONCRETE

- 1. The concrete strength was 3,500 psi/24Mpa, and the concrete was thoroughly mixed to achieve uniform consistency. Unless otherwise indicated in the drawings, the minimum 28-day cylinder compressive strength is as follows:
 - fc' = 3500 psi Concrete sidewalls of concrete canals

3.2.4 ADMIXTURES

1. Admixtures used in concrete are subject to prior approval by the Supervising Engineer.

3.2.5 CONVEYING OF CONCRETE

1. Concrete is conveyed from the concrete mixer to the place of the final deposit by method that prevent the separation or loss of materials.

3.2.6 DEPOSITING OF CONCRETE

1. Concrete should be deposited as practically as practicable in its final position to avoid segregation due to rehabilitation or flow.

3.2.7 CURING

1. The concrete was maintained under moist conditions for at least seven days after placement. A wet burlap may be laid over the poured concrete surface and constantly applied to water.

3.30 DEFORMED BAR REINFORCEMENTS

1. Deformed bar reinforcements conform to PNS 49 or ASTM 615, or the approved quality to be used for the subject. Bars shall be free from any flaking rust, mill scale, grease, or coatings of any type that would tend to rescue or destroy the bond.

3.40 WELDING WORKS:

- 1. All materials used were of standard size. The fluxes on the welded parts were removed by sanding. The alignment should be properly checked.
- 2. All welding works that involve replacement of corroded-damaged flat bars, repair/replacement of steel grating cover, and provision of steel barrier shall conform to the approved plans and drawings.

3.50 PAINTING WORKS

- A. Existing Materials/Surfaces
- 1. Fill cracks and holes with fillers, sealers as appropriate for the finishing system and substrate, and sand smooth, to ensure that all coats finish smooth.
- 2. All existing materials are cleaned before painting. On item 3.01, barbed wires should be subjected to cleaning prior to re-tightening and re-painting.
- 3. All corroded surfaces must be applied with a rust converter (turko) for the removal of rust.
- 4. In the removal/scraping of existing paint, all surfaces must be clean and free of dirt, rust oil, or any substances that may reduce adhesion or paint.
- 5. During drying, the surfaces were cured and dried before applying the coats of paints.
- 6. Aluminum silver paint was applied in two (2) coat applications, and according to the manufacturer's instructions. Each coat of paint is uniform in color, gloss, thickness, and texture and is free of runs, sags, blisters, or other discontinuities.
- B. Newly Installed Materials
- 7. All newly replaced steel materials were subjected to treatment using the red oxide primer paint.
- 8. New placed/installed CHB fences shall be applied with a concrete neutralizer. It is applied with three (3) final coatings.

- 9. Newly replaced PVC pipes and other PVC fittings were painted with a QDE (Caramel brown) paint.
- 10. The brand and color of the paints to be used are the choice of PPA.
- 11. Wet Paint Warning Place notices and do not remove until paint is dry.

3.60 MASONRY WORKS

1. MATERIALS

A. Ceramic Tiles

1. In item 10.2,

Ceramic Floor Tiles - PNS 154:2005, ICS 91.100.25

Size : 30 cm x 30 cm, Thickness : 8.35 - 8.65 mm. Shall be used. Refer to approved plans/drawings.

2. In item 12.04,

Ceramic Floor Tiles - PNS 154:2005, ICS 91.100.25

Size : 20 cm x 20 cm, Thickness : 8.35 - 8.65 mm. Shall be used. Refer to approved plans/drawings.

B. Mortar

1. All mortar setting beds for use on floors shall be ABC tile adhesive or its approved equivalent.

C. Tile Grout

1. ABC grout was manufactured by Allgemeine-Bau-Chemie Phil. Inc. or its approved equivalent. Grouting should be selected by the Supervising Engineer.

2. A tile adhesive (heavy duty) was used for the installation of ceramic floors and lavatory tiles. Tile grout should be provided to sufficiently fill all sections that require grout.

D. Color

1. Color shall be selected by the PPA Project Manager/Supervising Engineer from the range currently available from the manufacturer.

E. ACCESSORIES

1. Ceramic floor tiles shall have the sizes indicated on the plans and all accessory tiles shall be in matching sizes; all accessory tiles shall be as required for conventional mortar installation.

F. PATTERN

1. Pattern and design shall be as indicated in the drawings.

G. OTHER MATERIALS

1. All other materials, not specifically described but required for a complete and proper tile installation, shall be selected by the contractor, subject to the approval of the Supervising Engineer.

IV. ENVIRONMENTAL PROTECTION

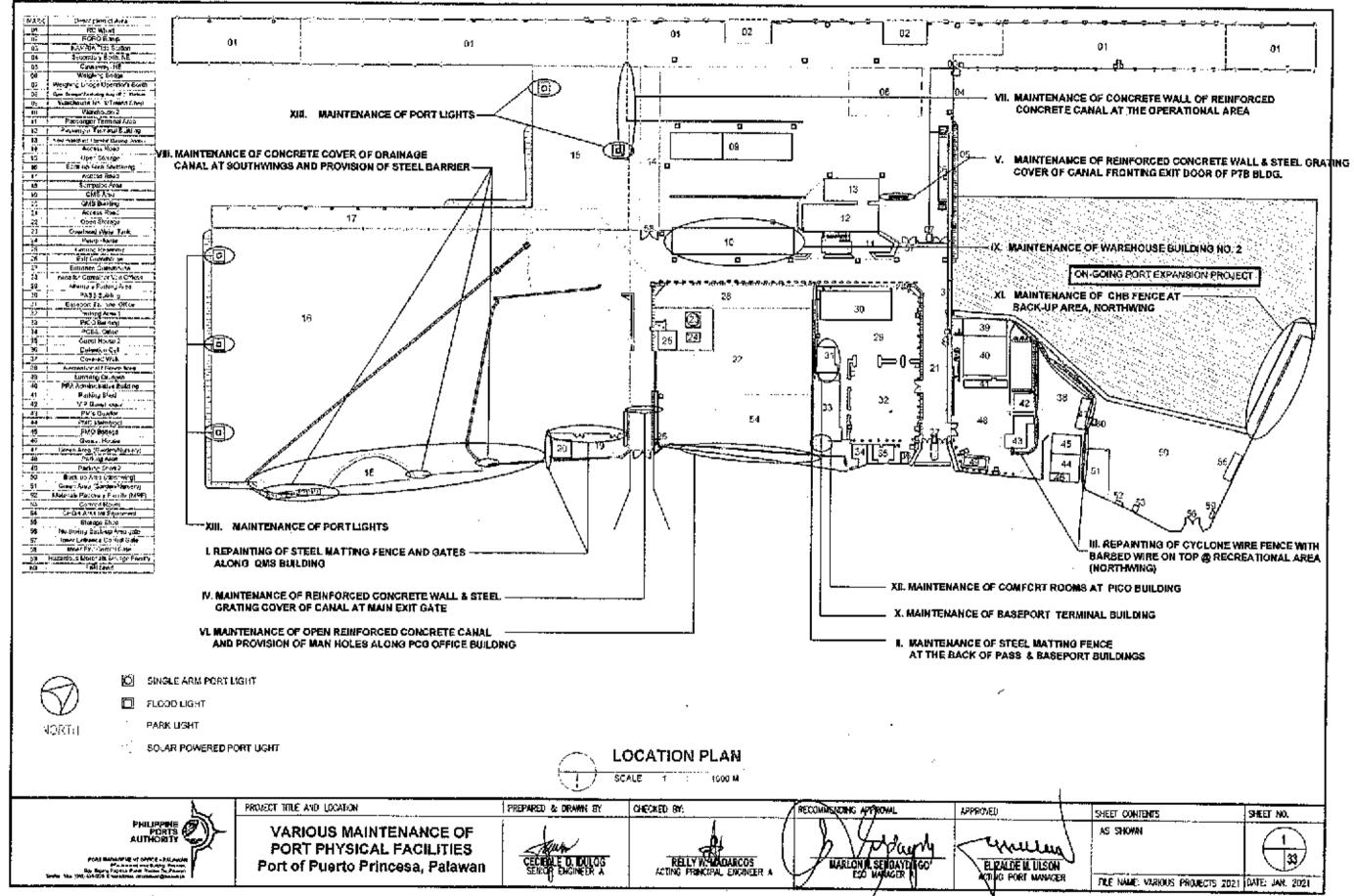
- 1. Fires and burning of rubbish on the site are not permitted.
- 2. Disposal of Waste

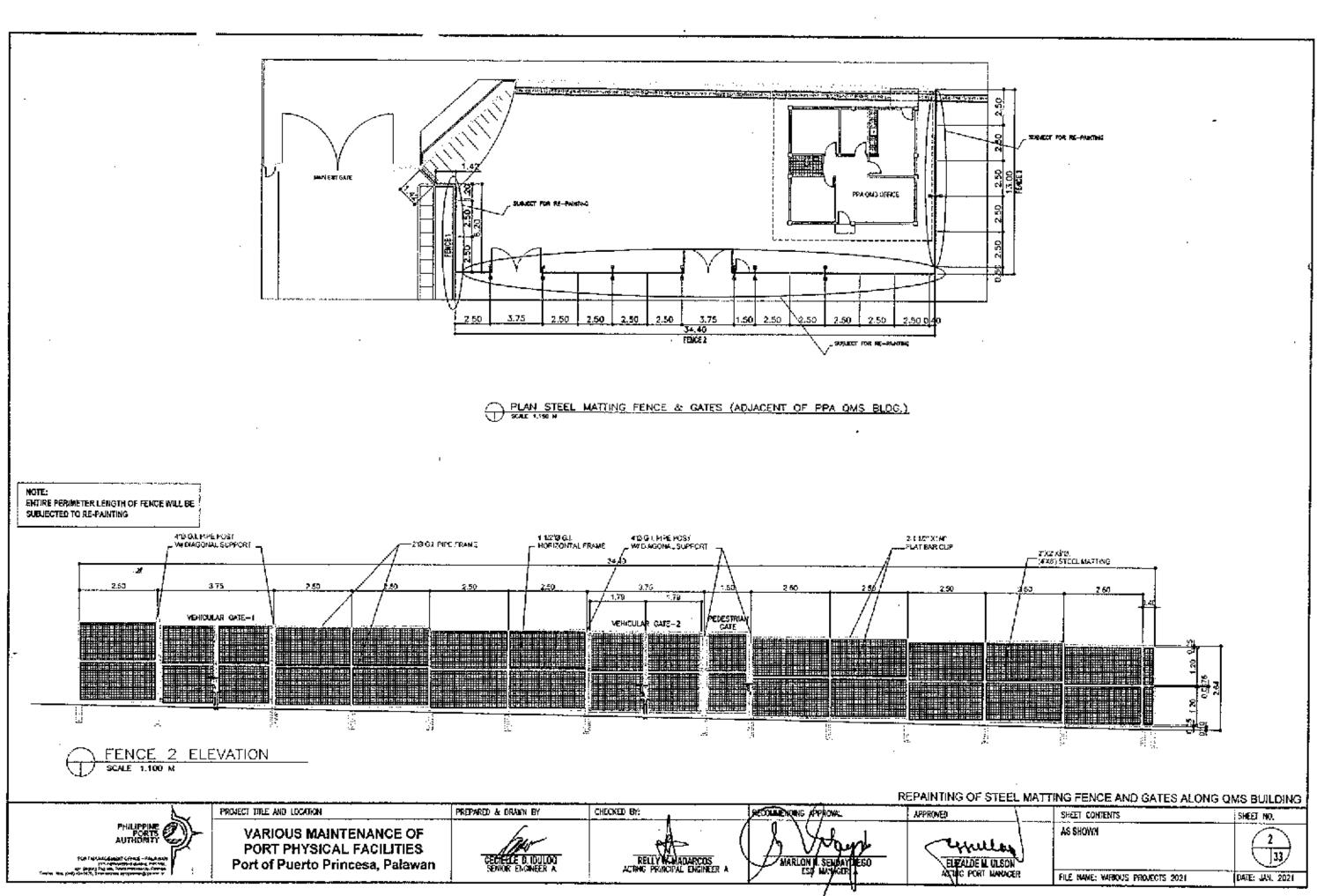
1. The contractor shall not bury rubbish and solid waste materials on the site unless approved by the engineer. The contractor shall not dispose of dredging spoils, waste, or volatile materials, such as mineral spirits, oil or paint thinner into the sea, waterways, storm water drainage, or sanitary sewers.

V. CLEARING / CLEANING WORKS

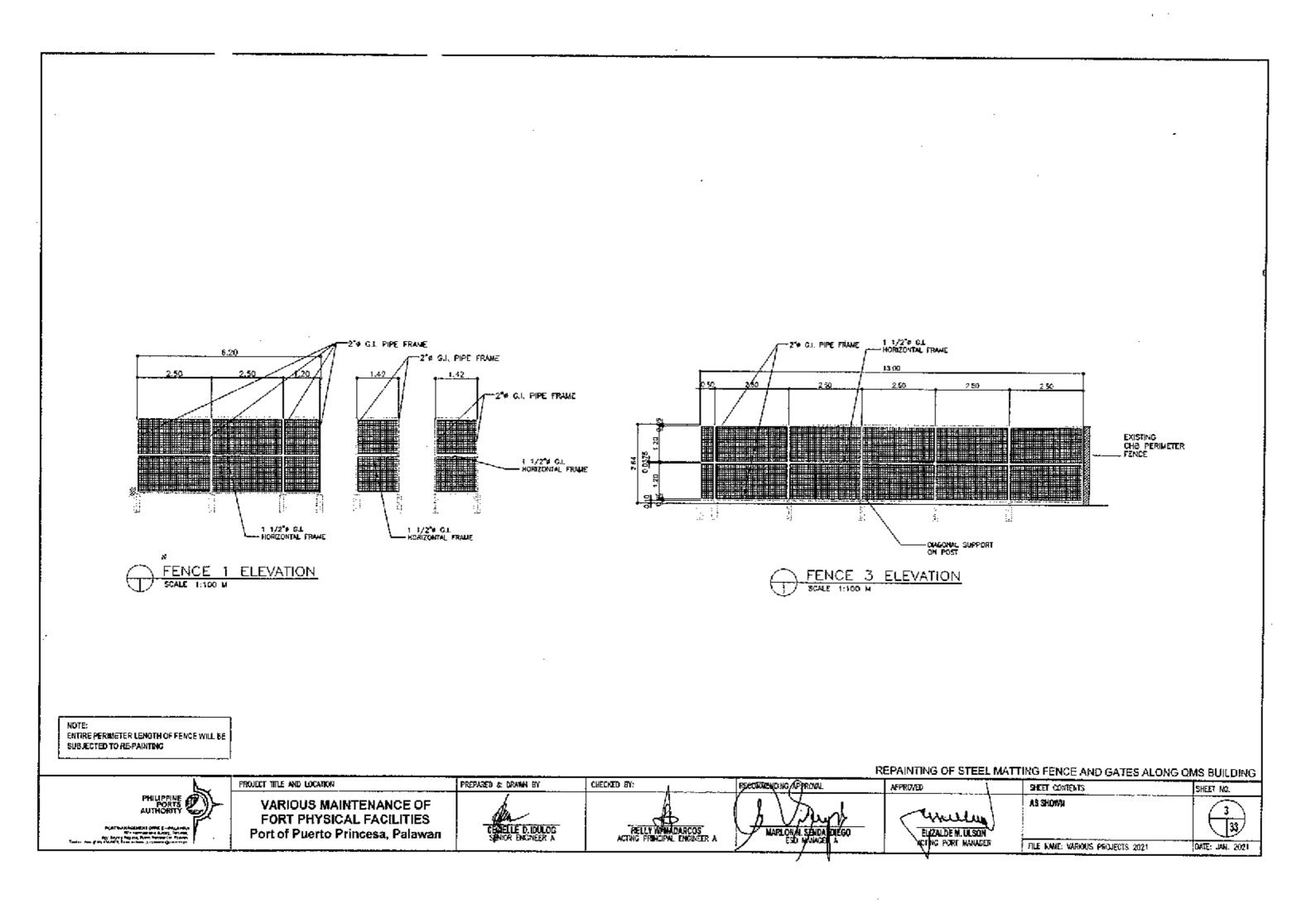
1. The contractor will clear the project site from all waste and excess materials upon completion of the project. All salvage materials (usable/ with value) should be turned over to the PPA.

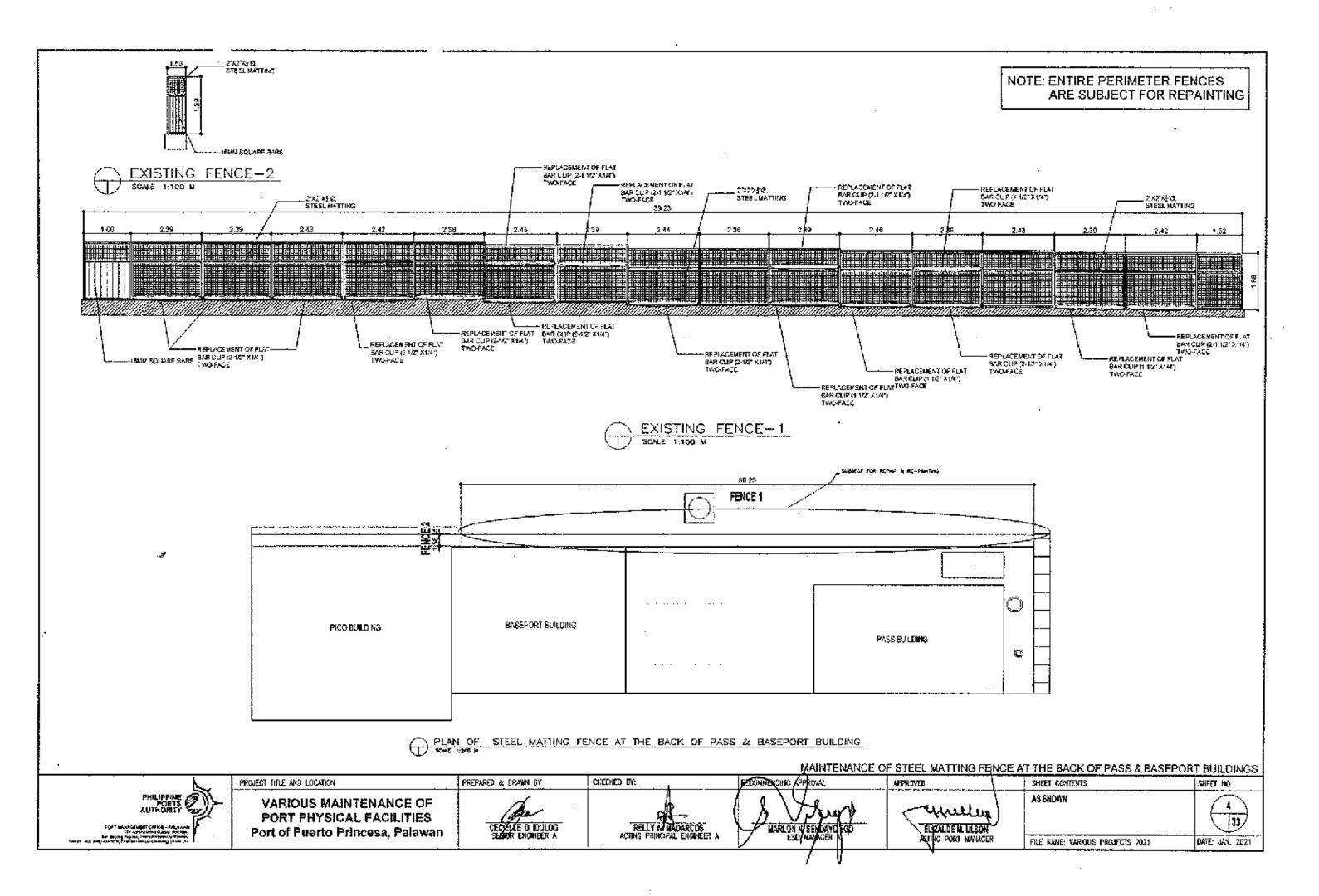
Section VII. Drawings

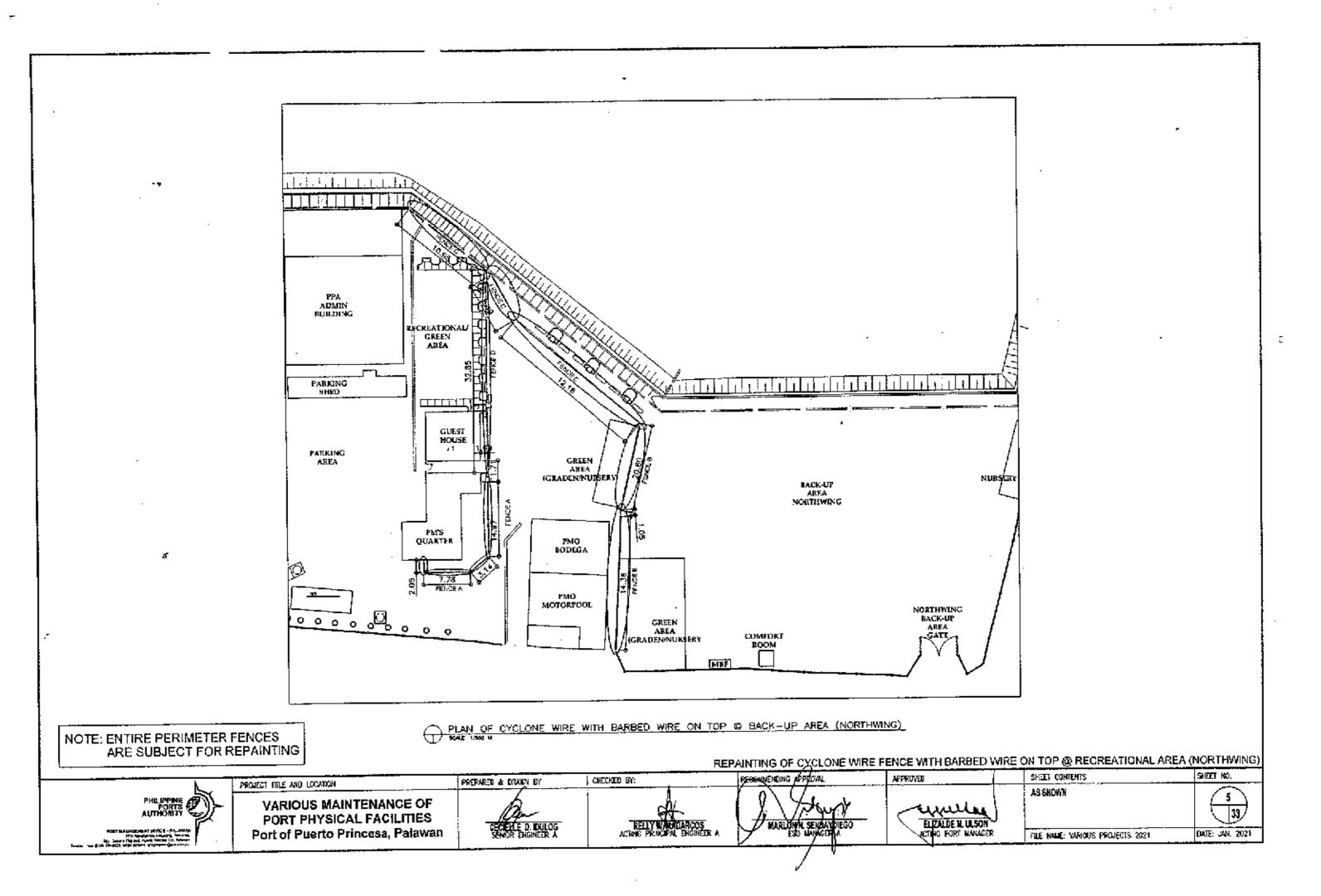


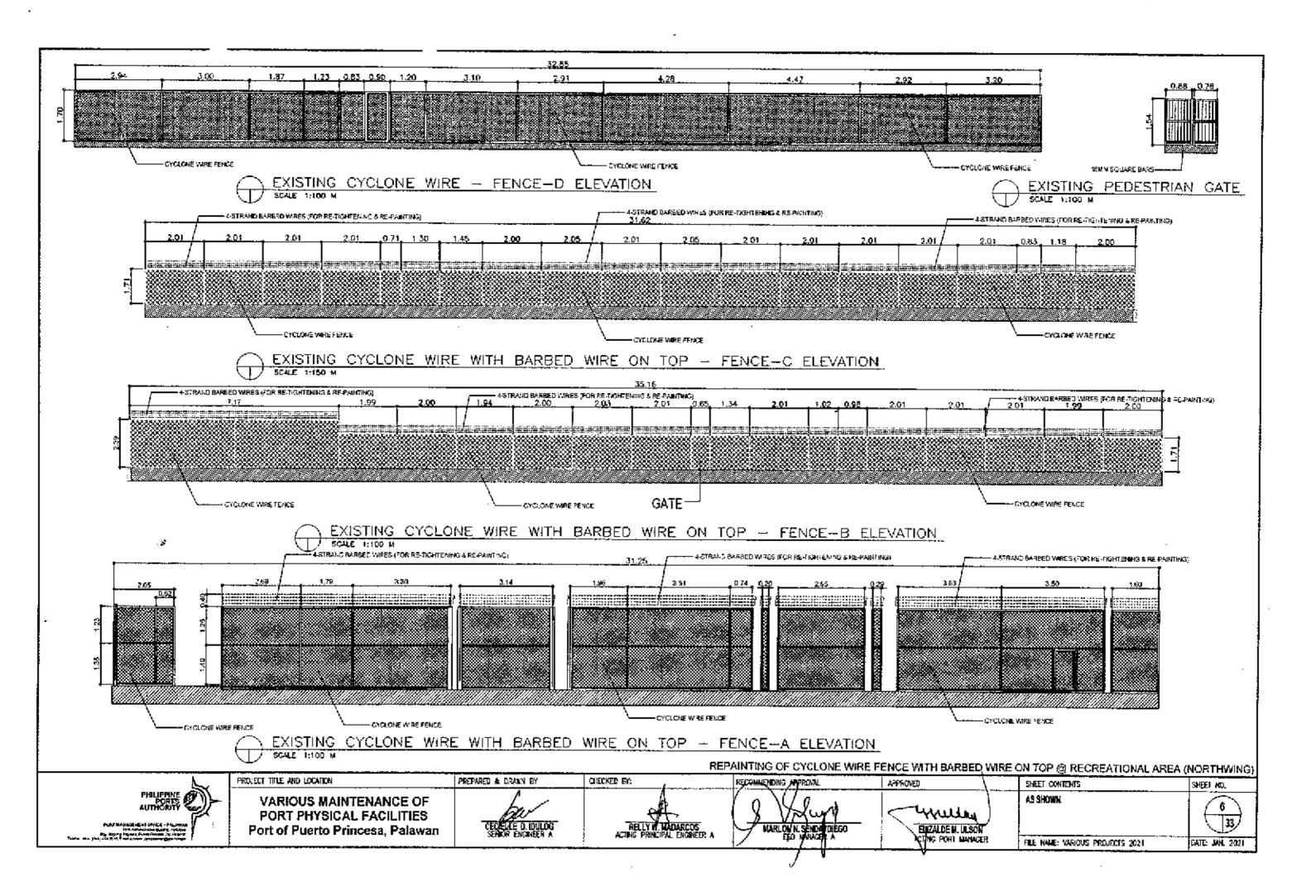


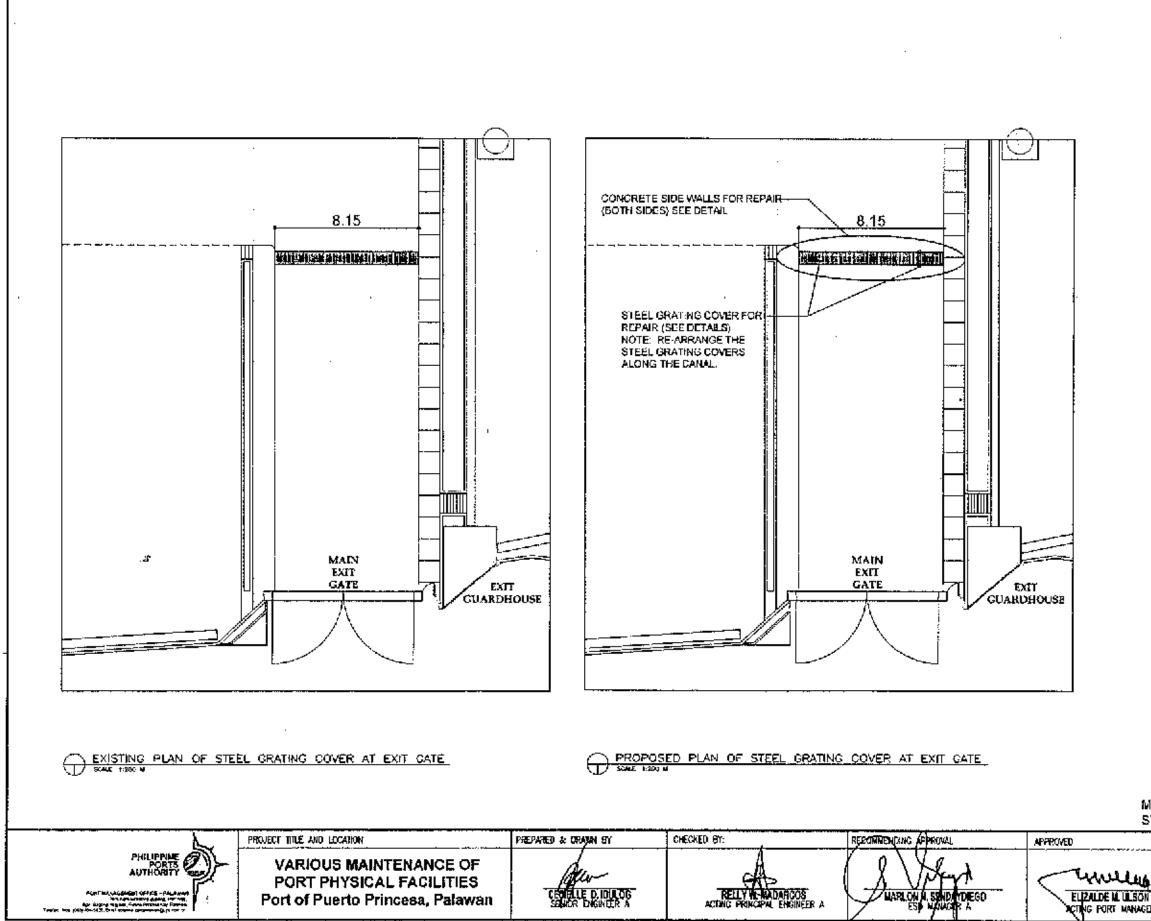
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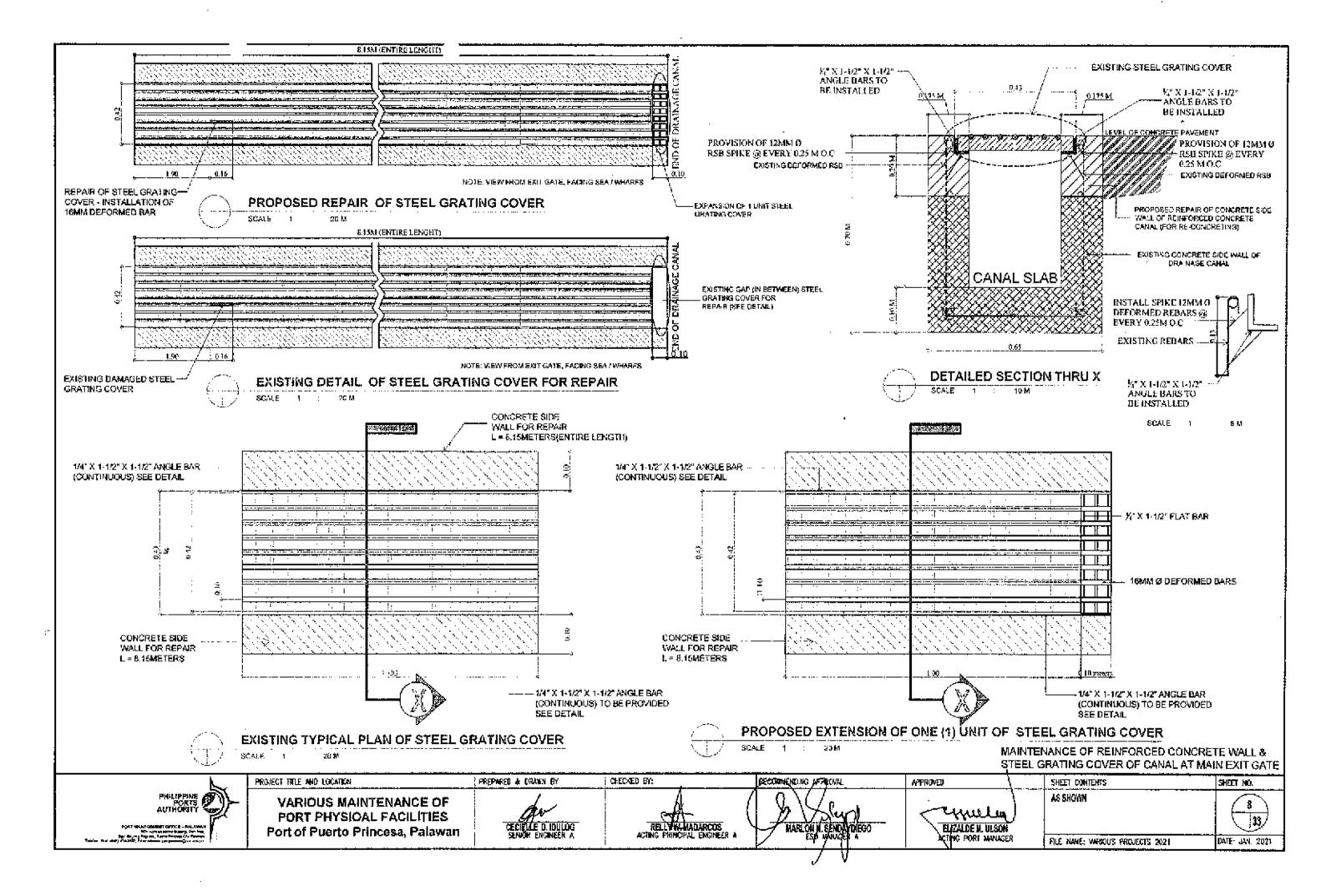


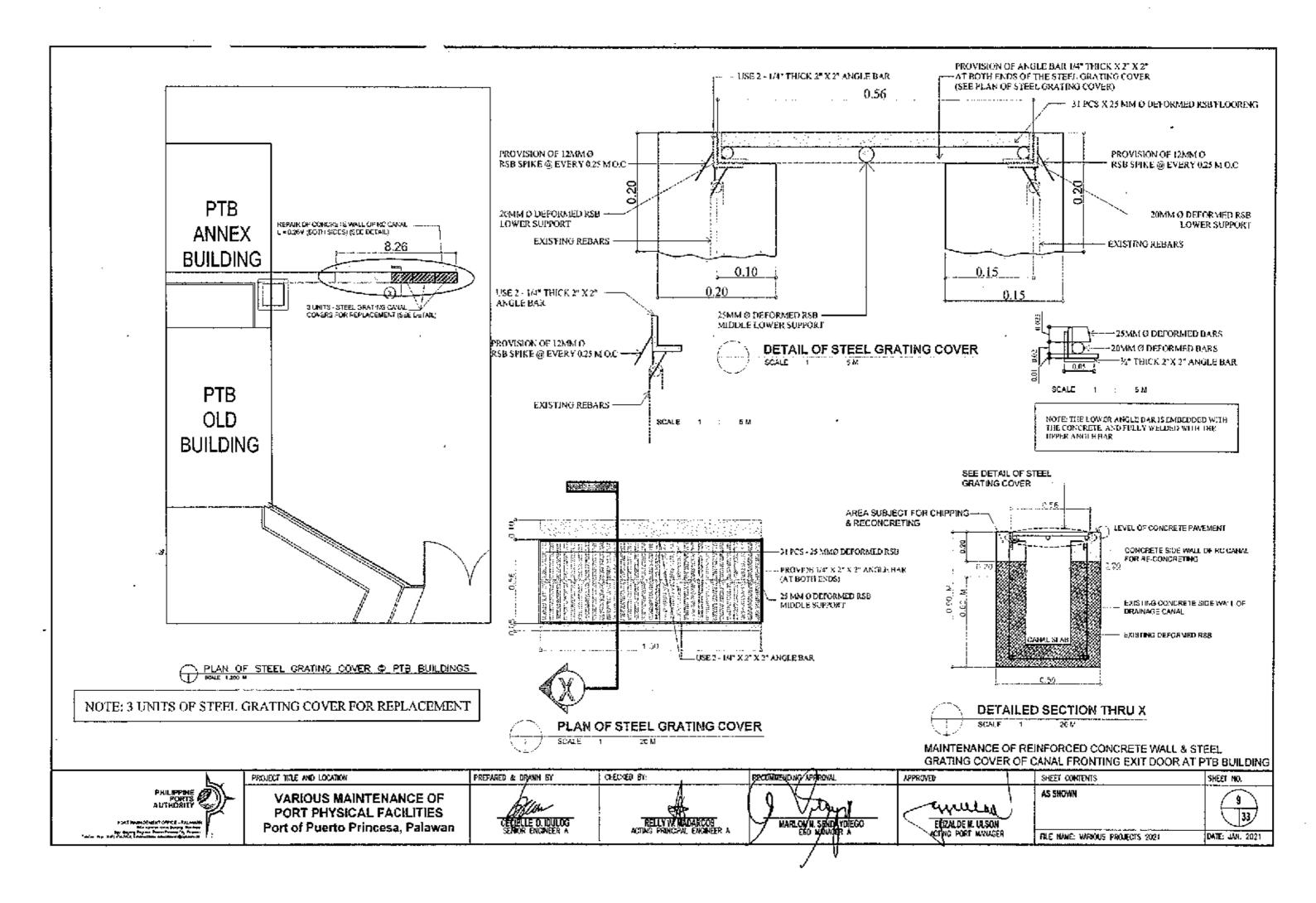


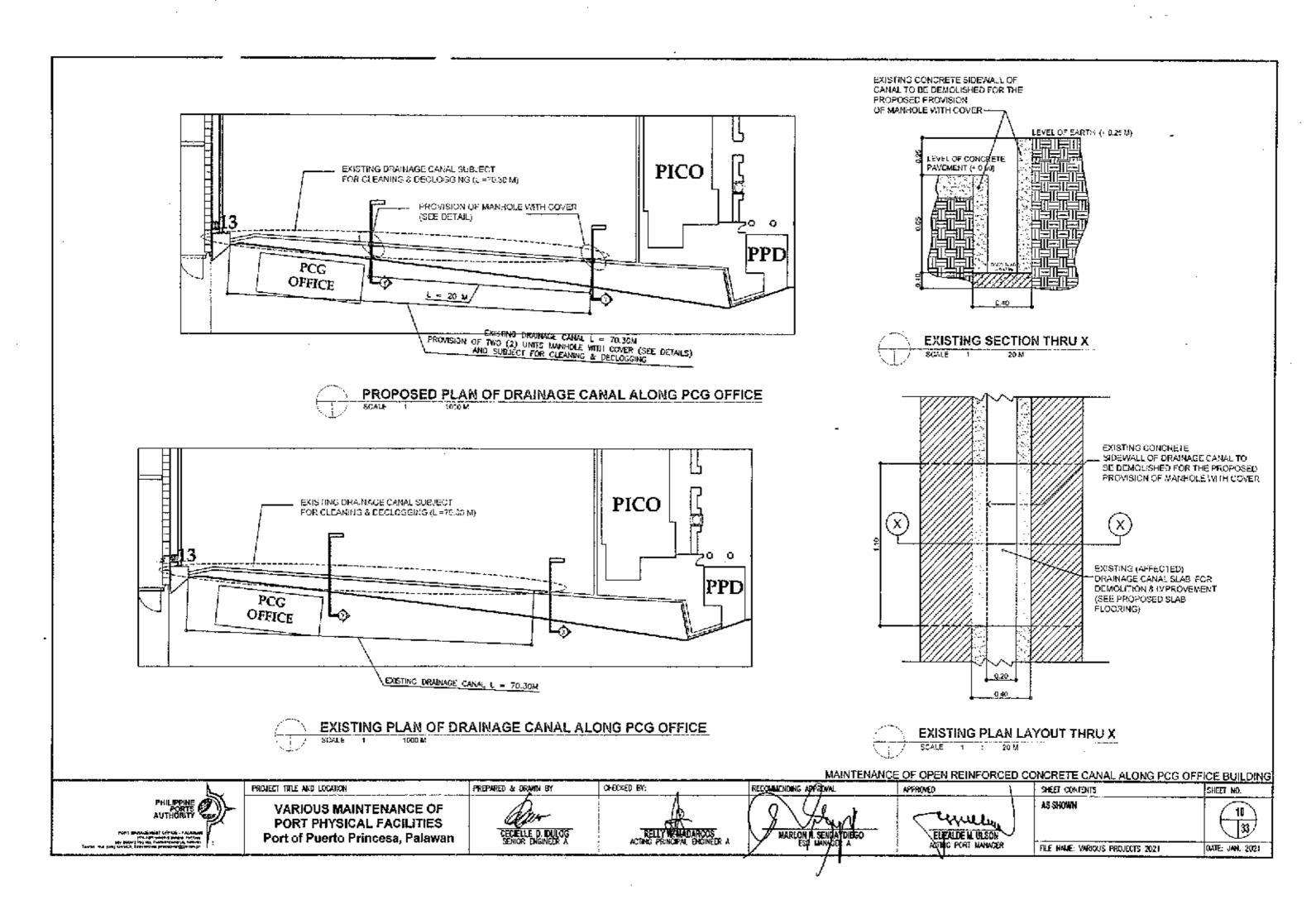


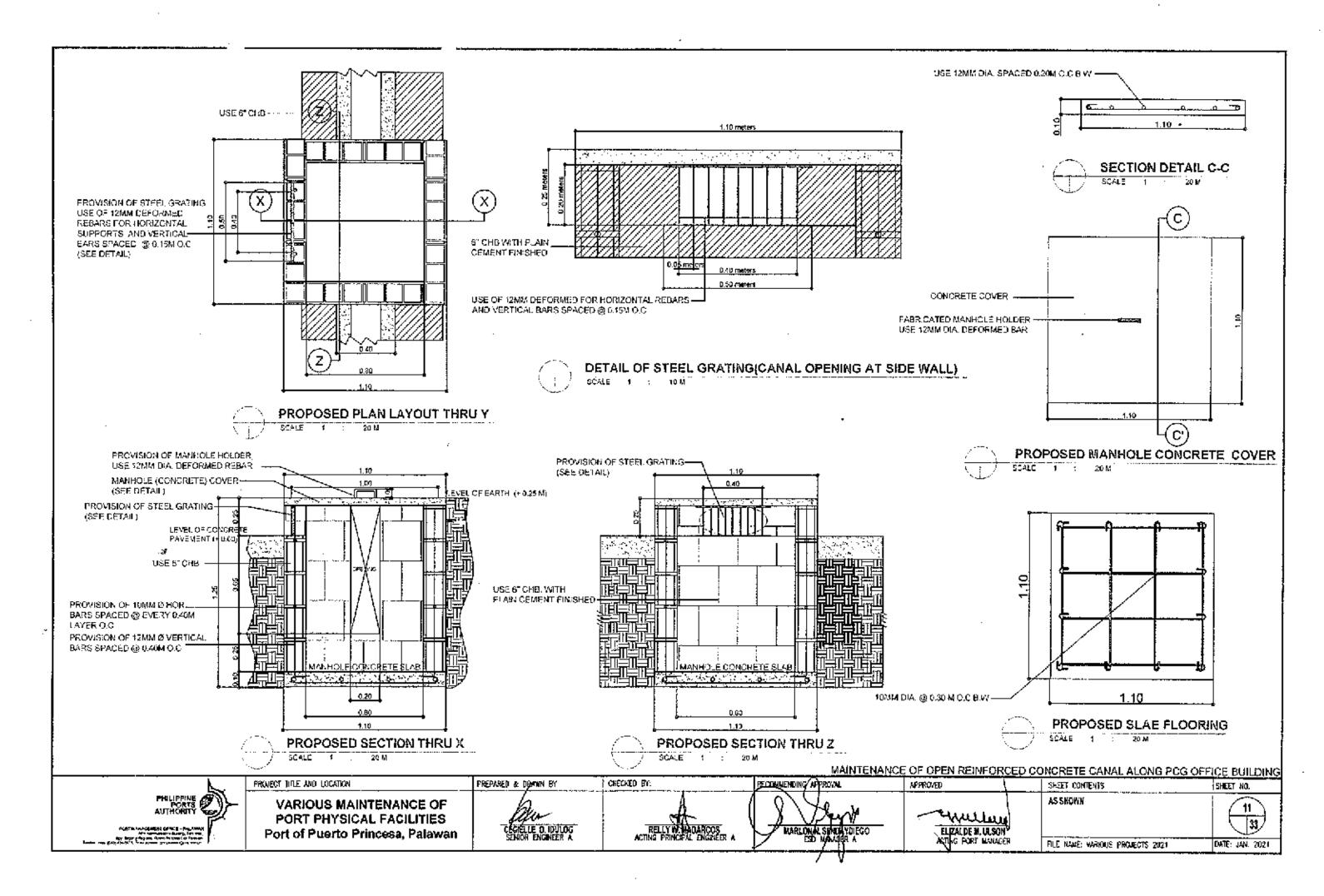


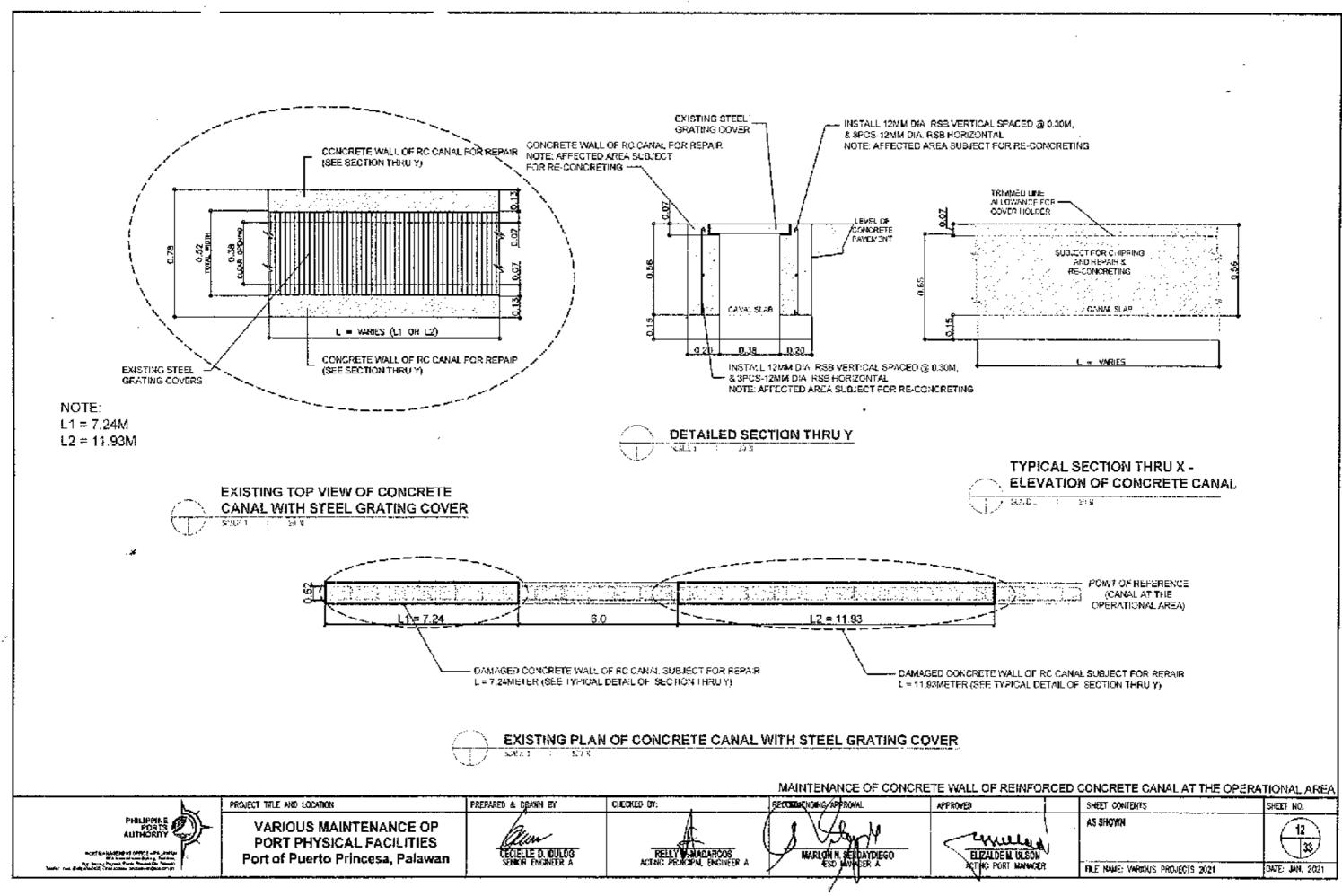
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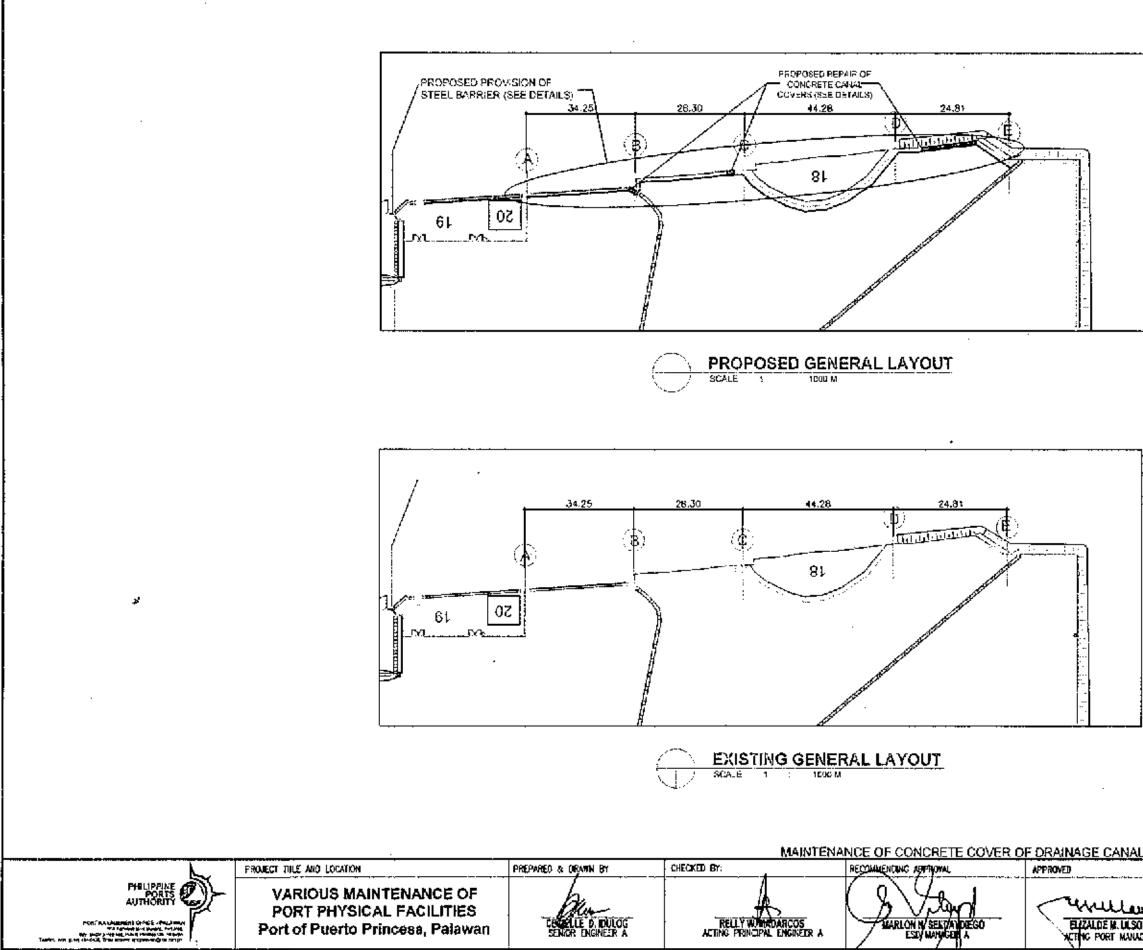






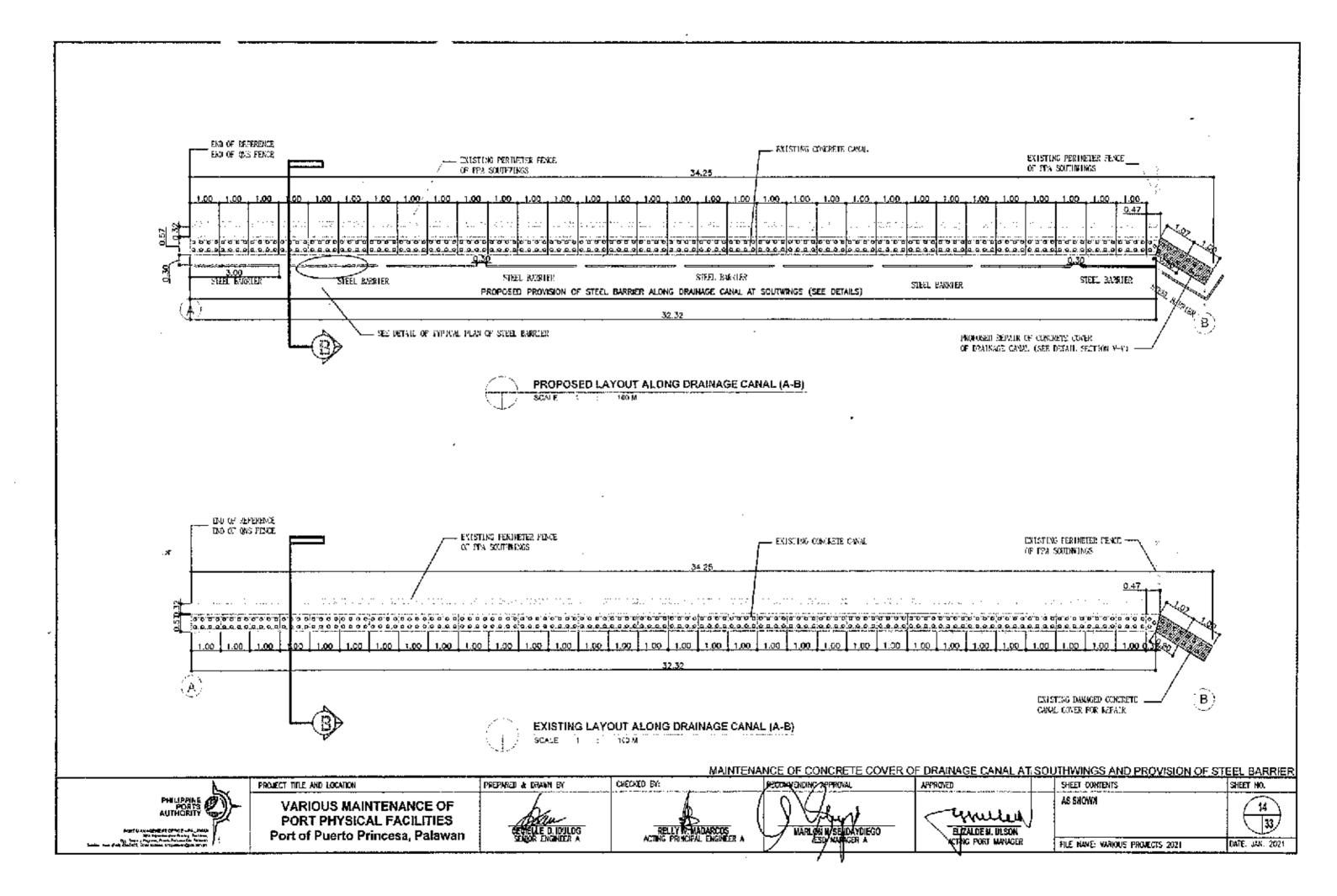


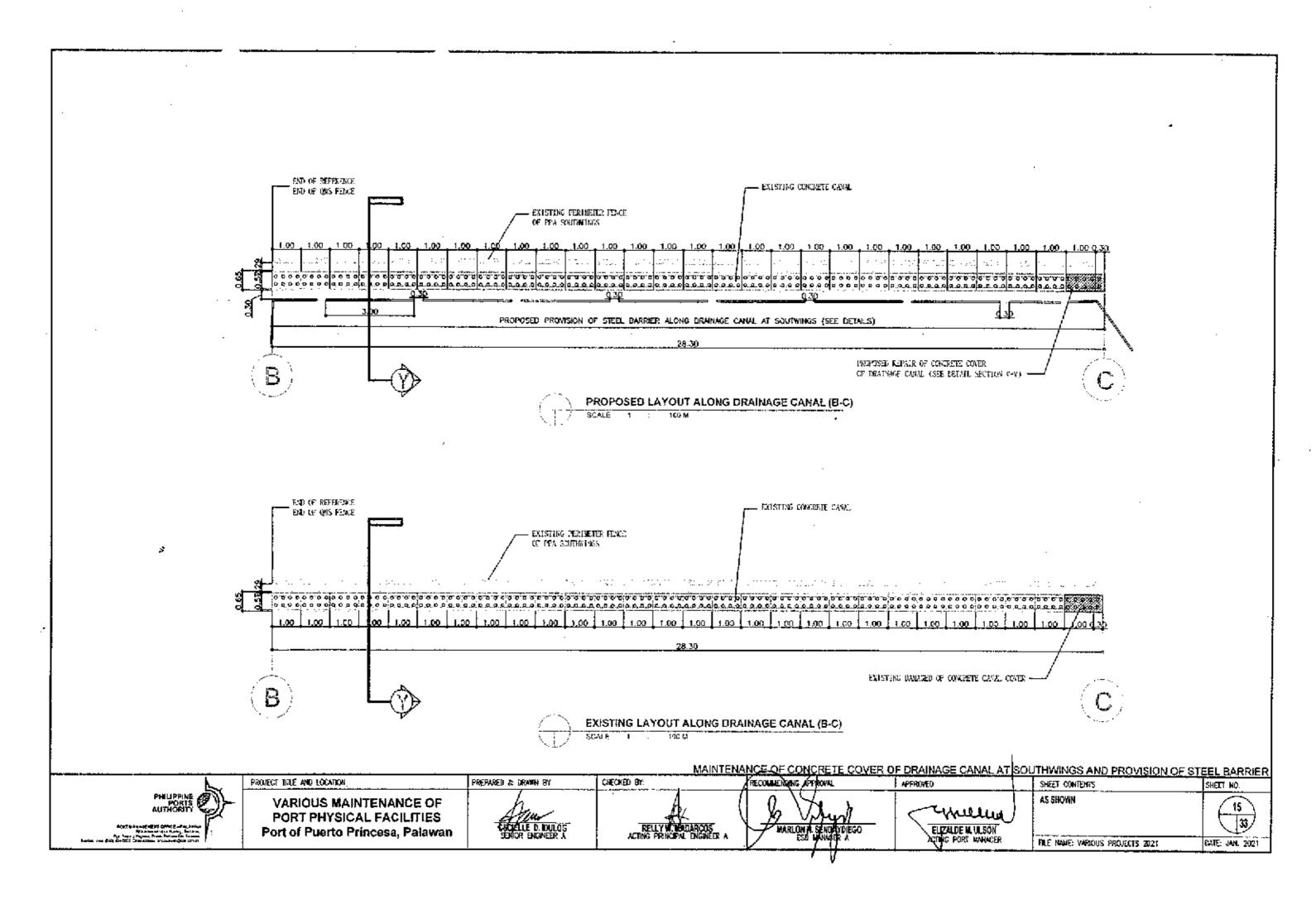


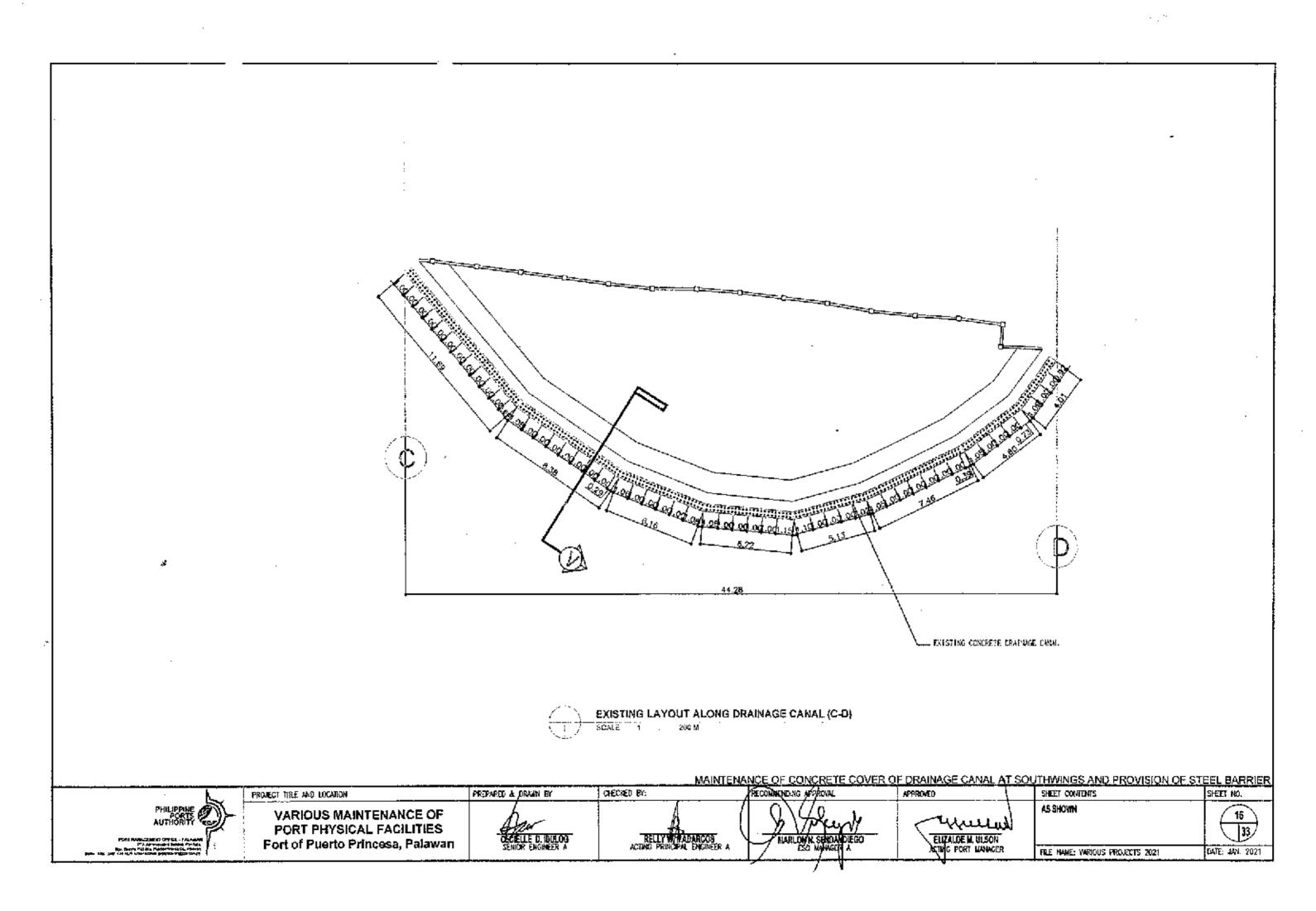


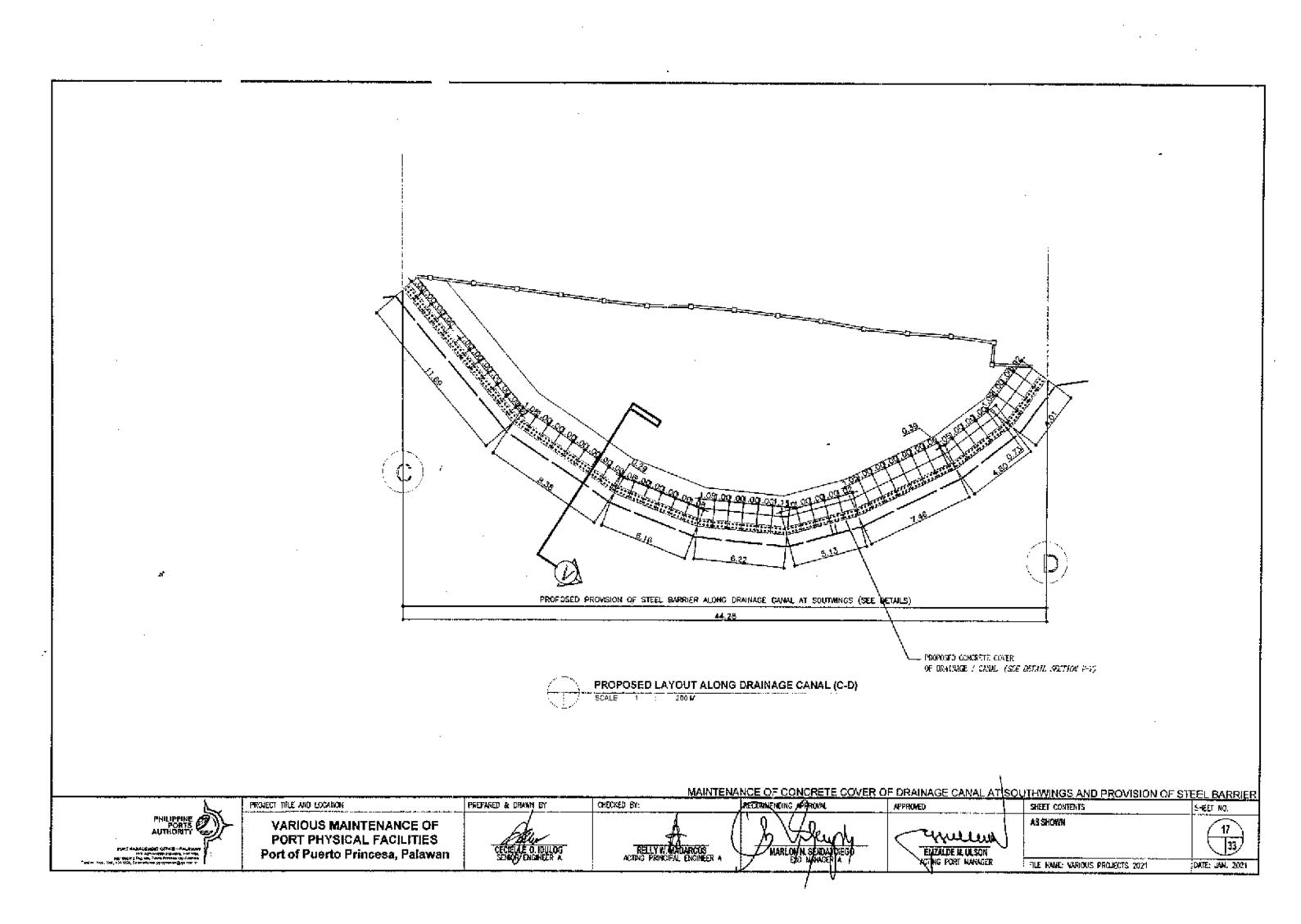
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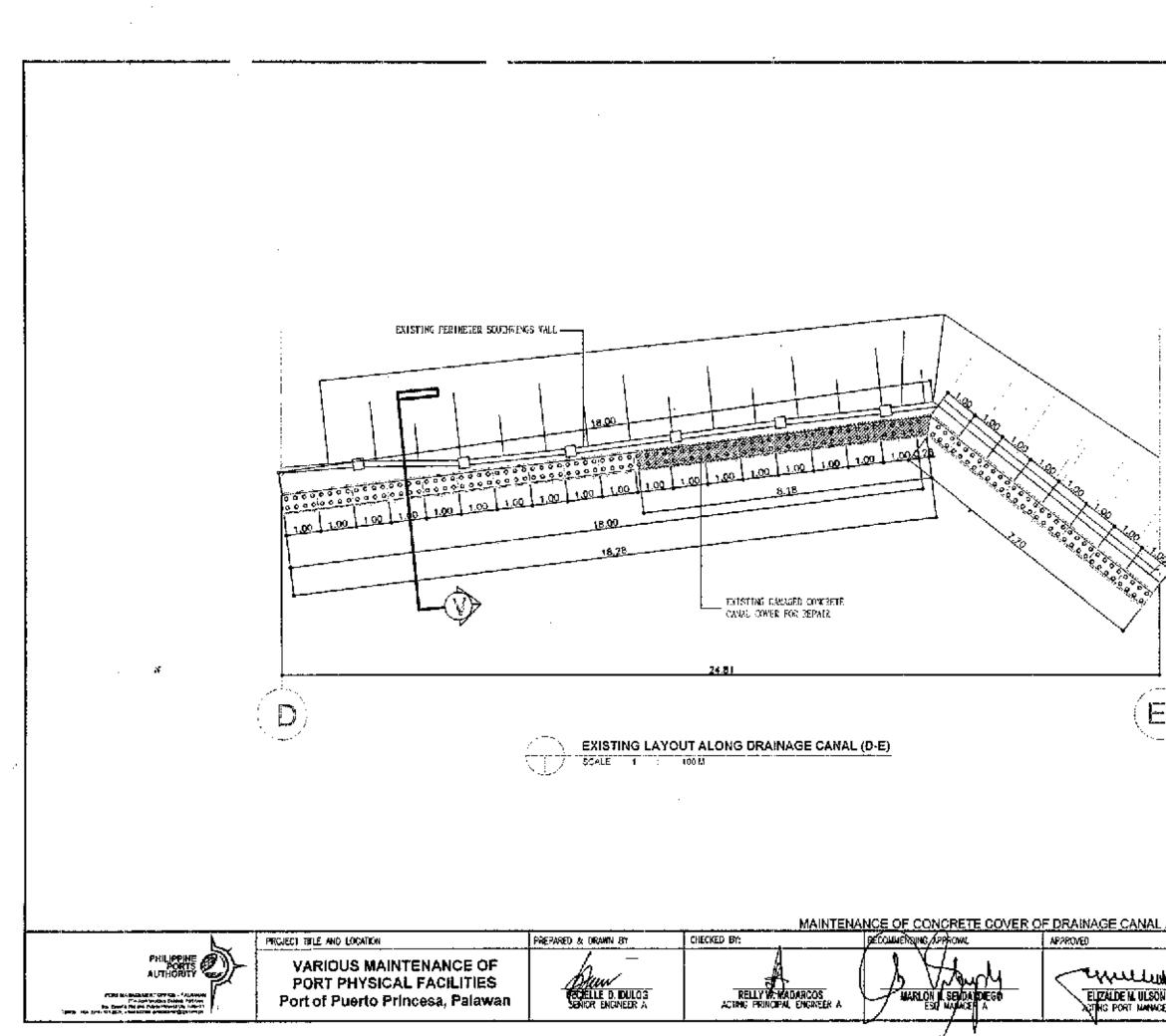
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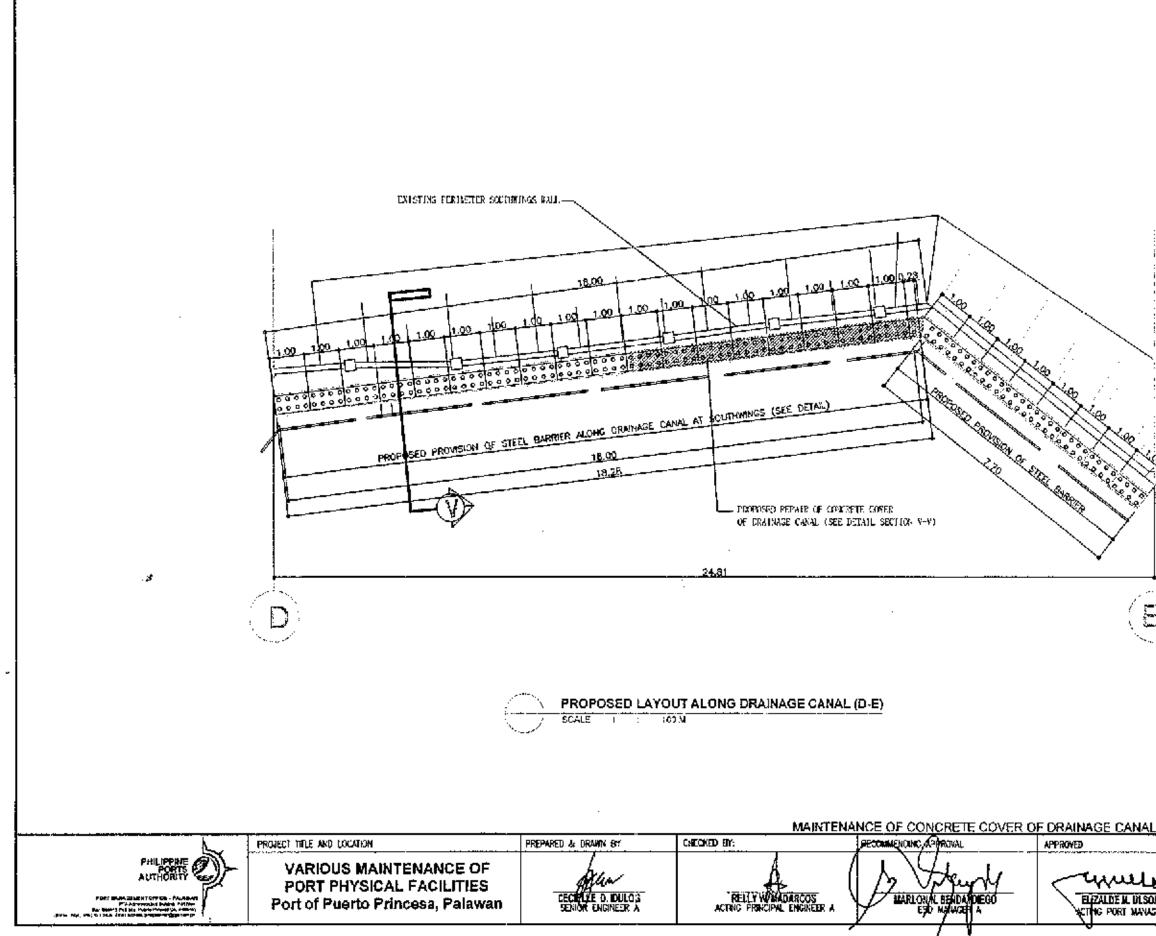




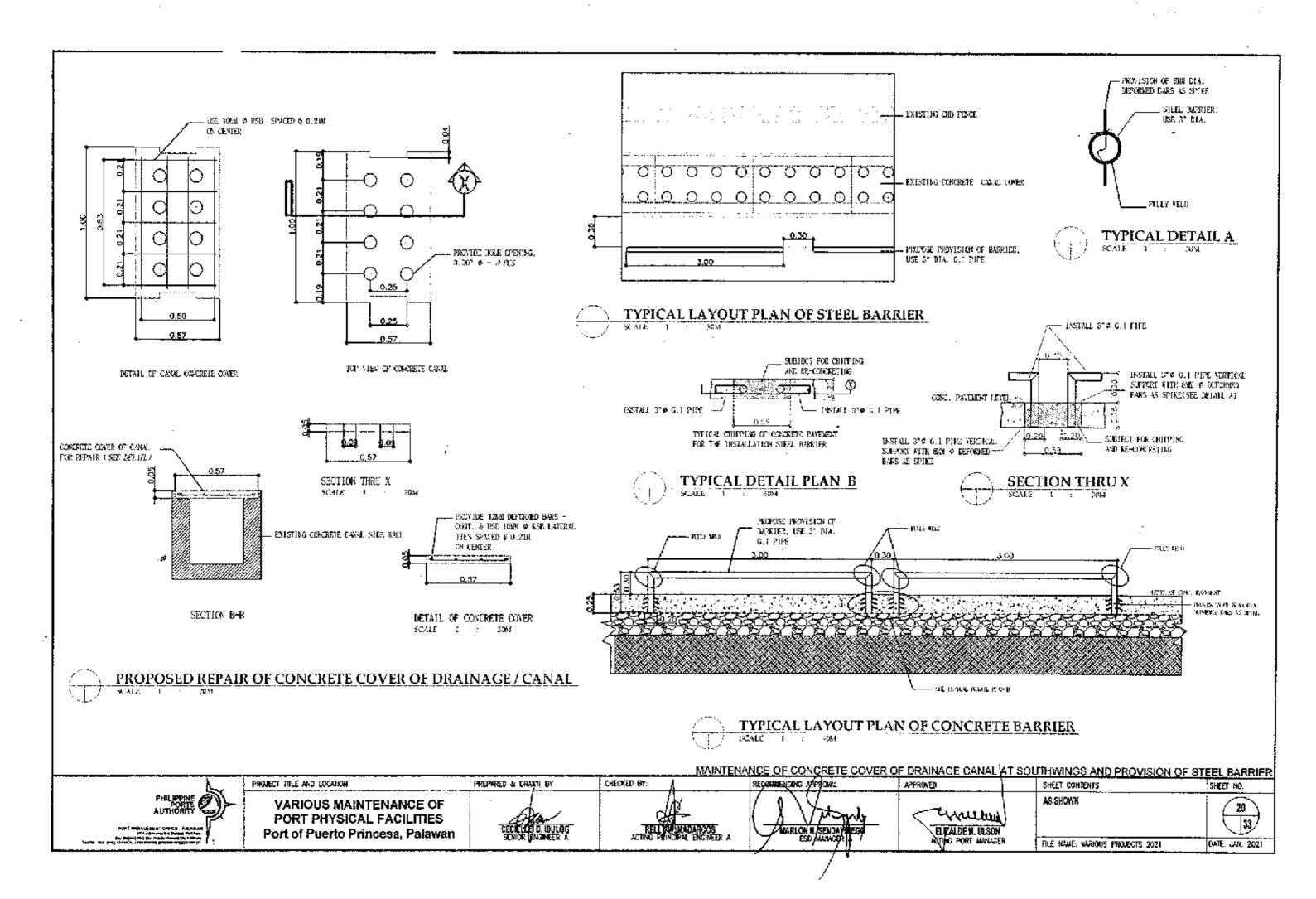
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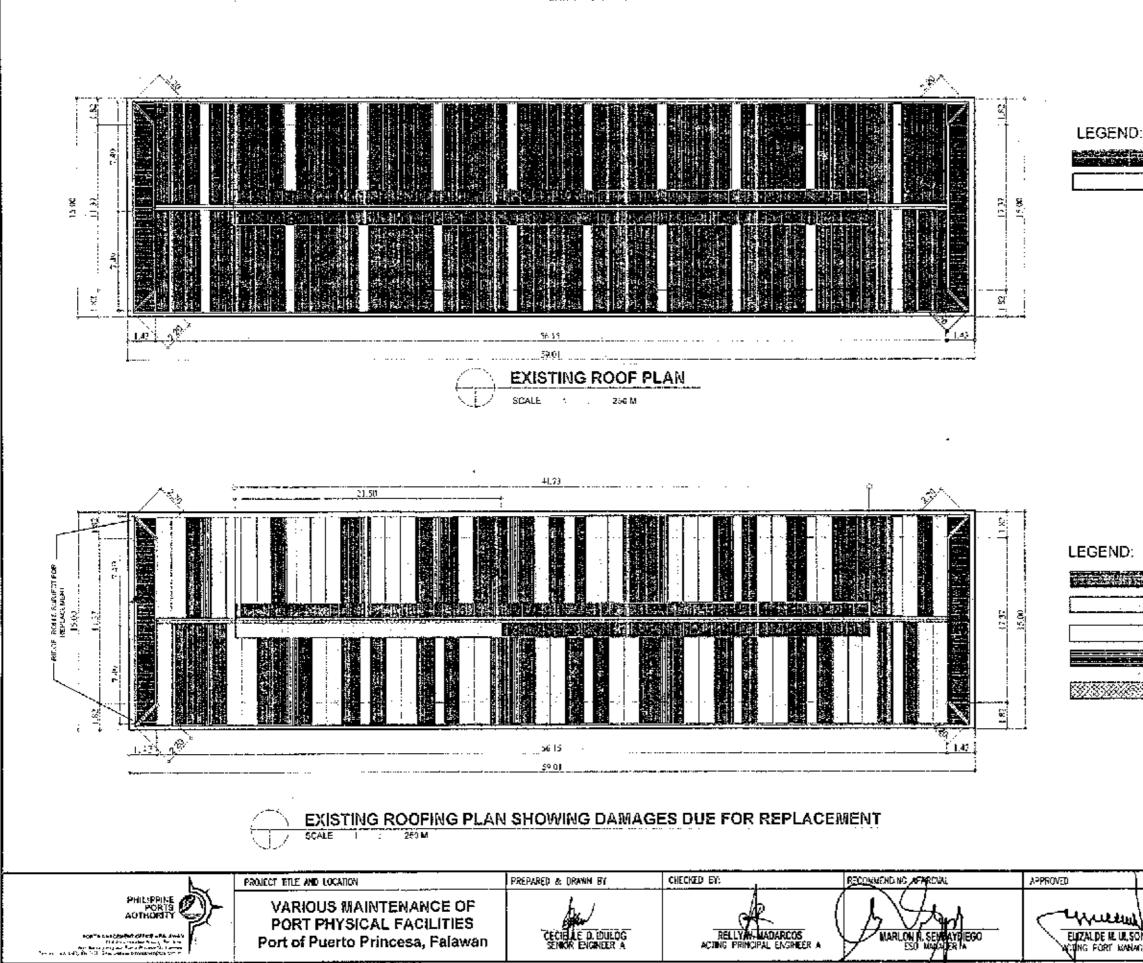
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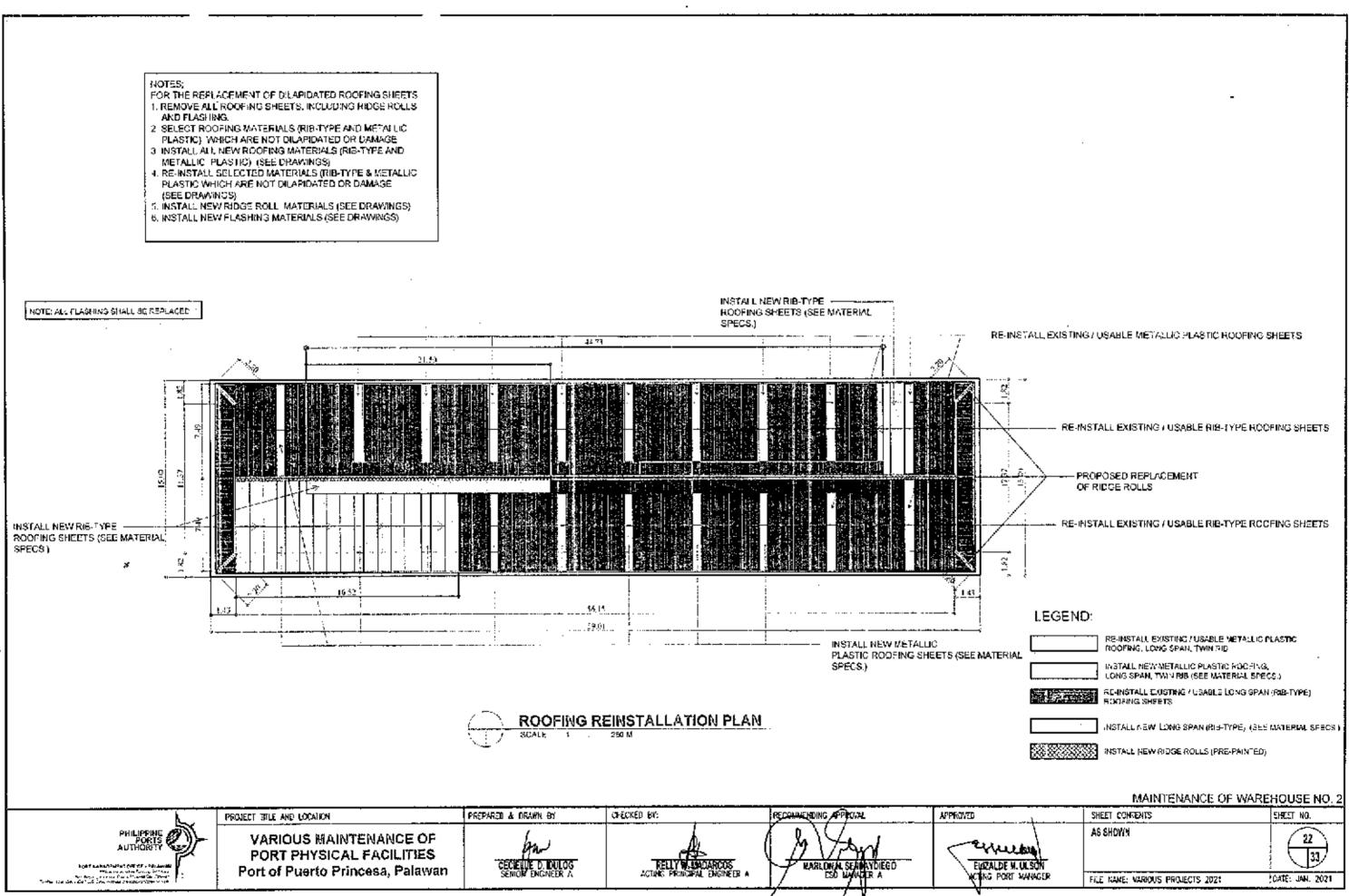


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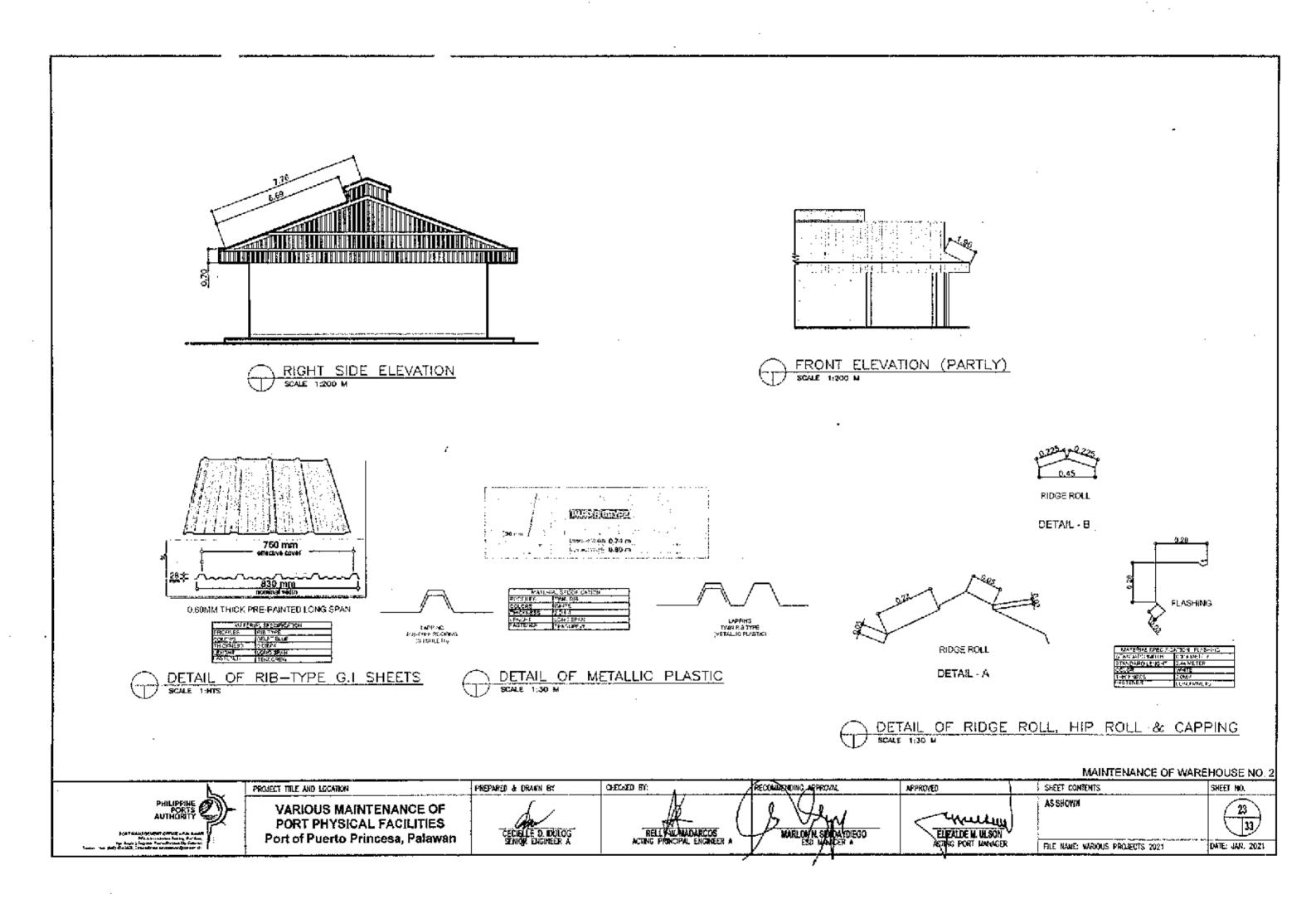


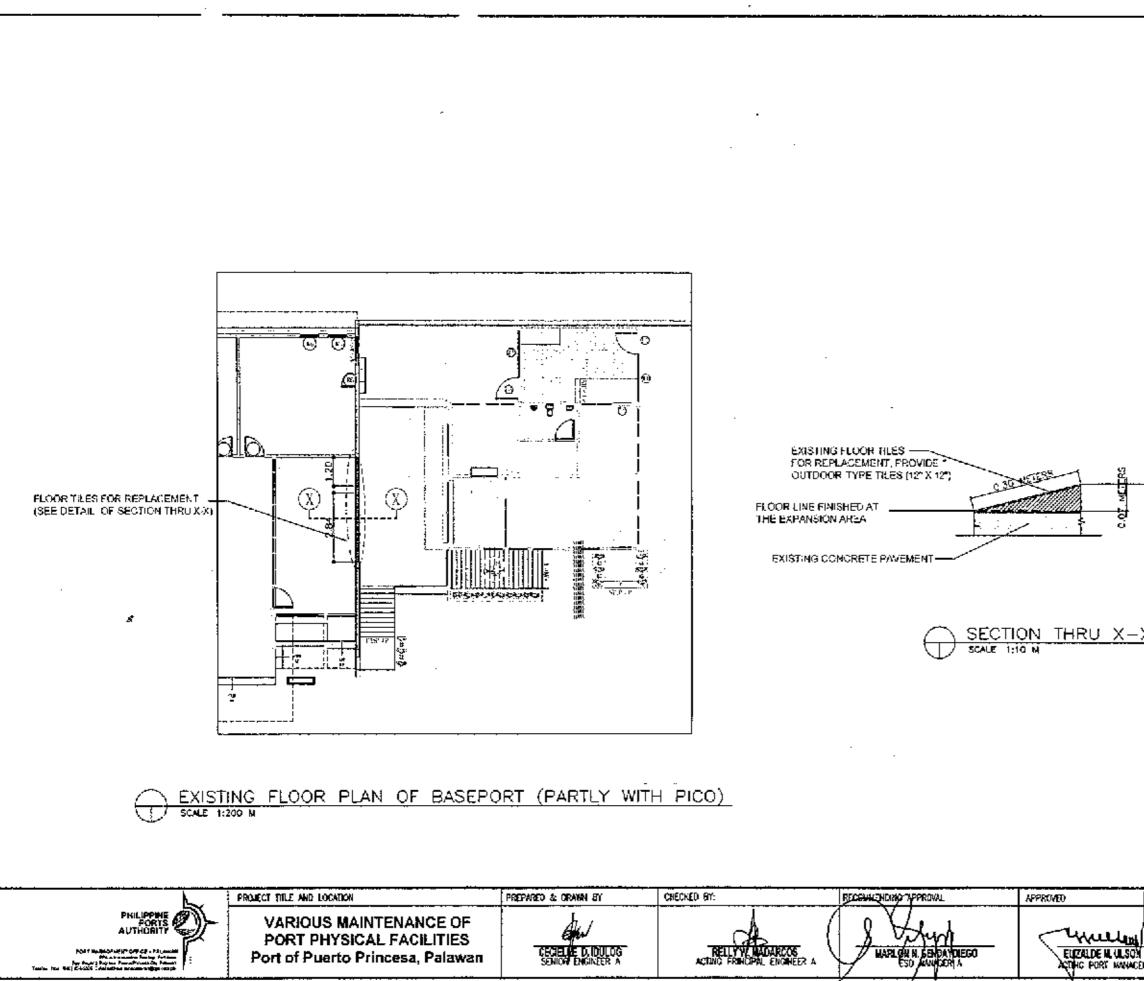


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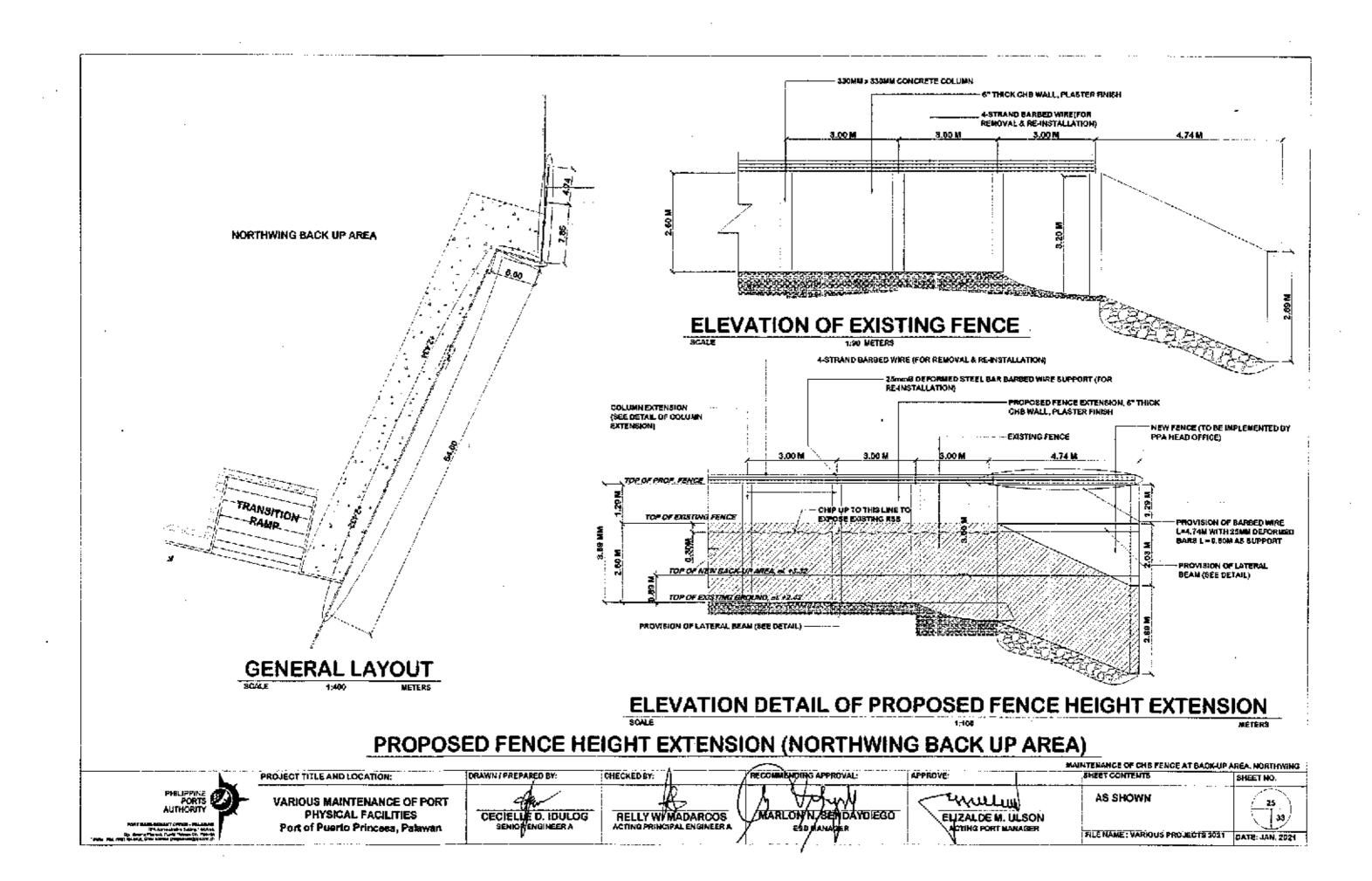
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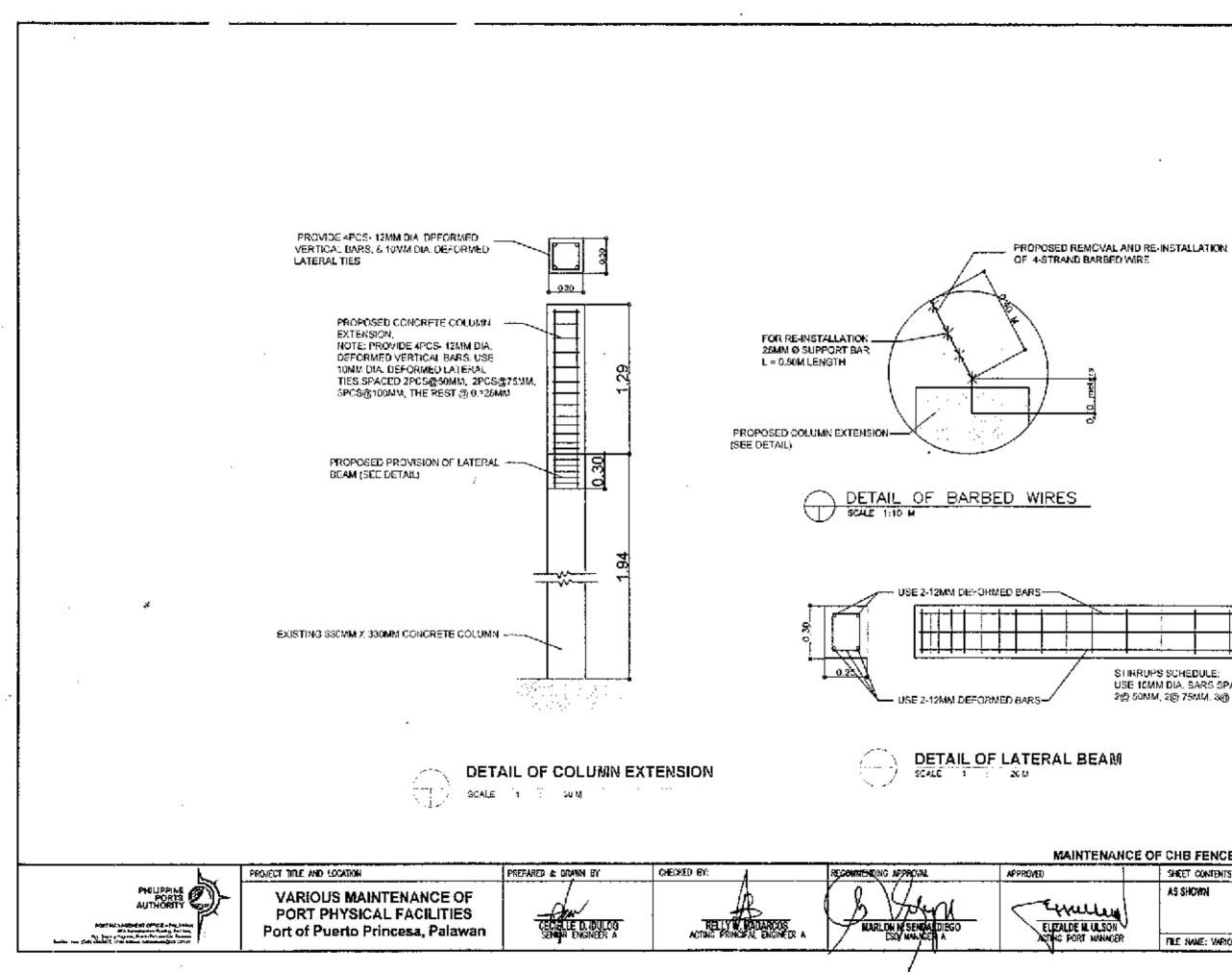




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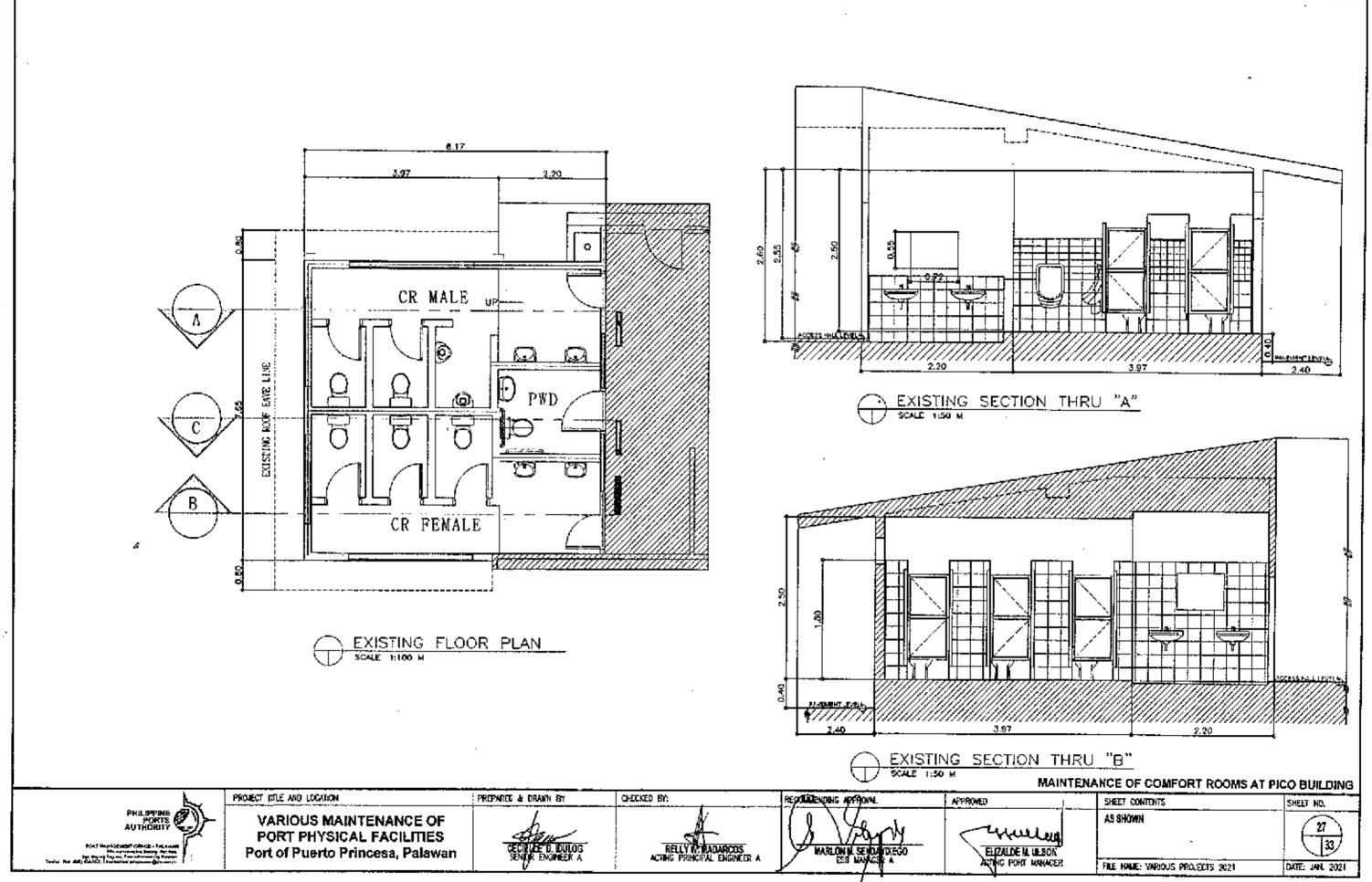
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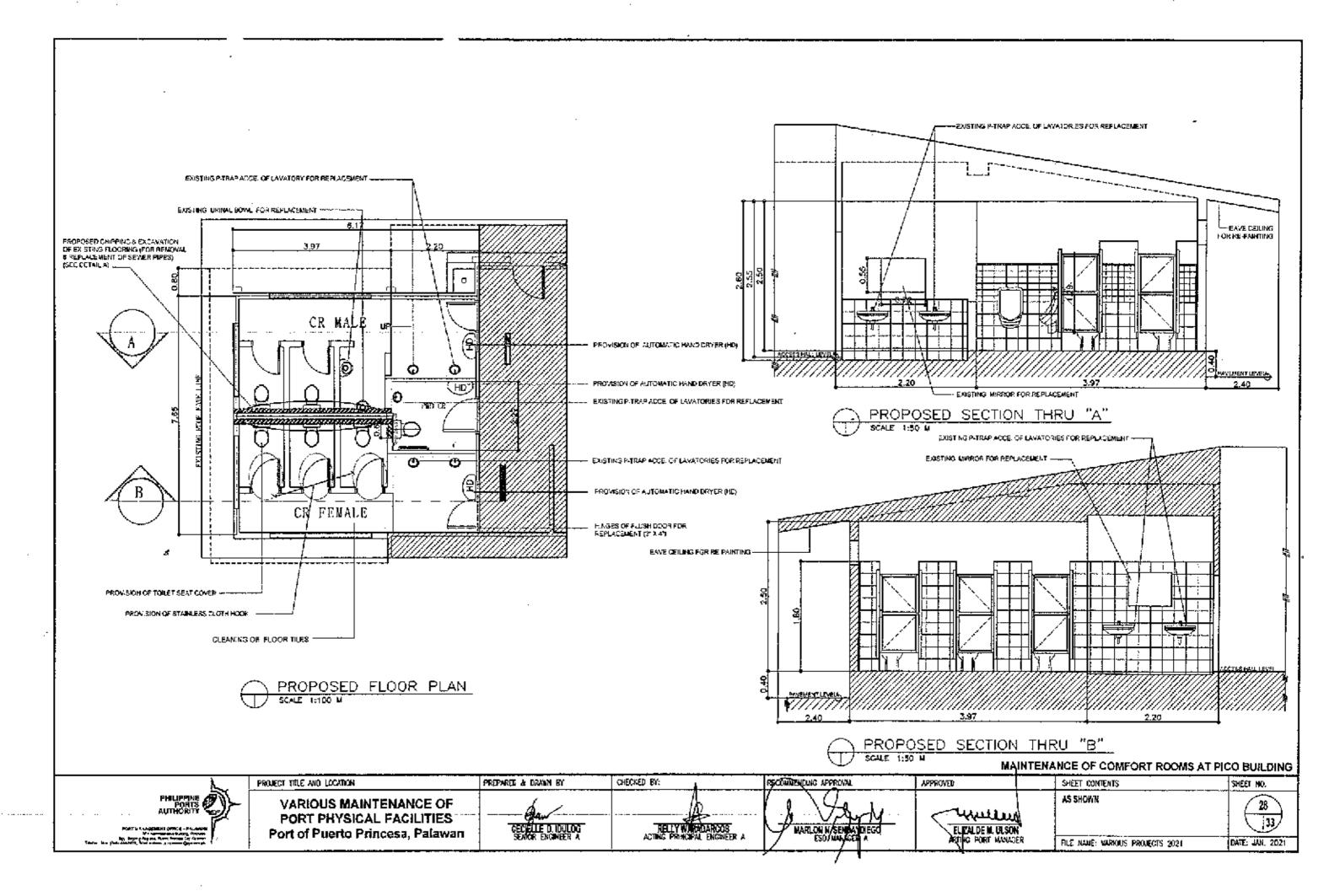
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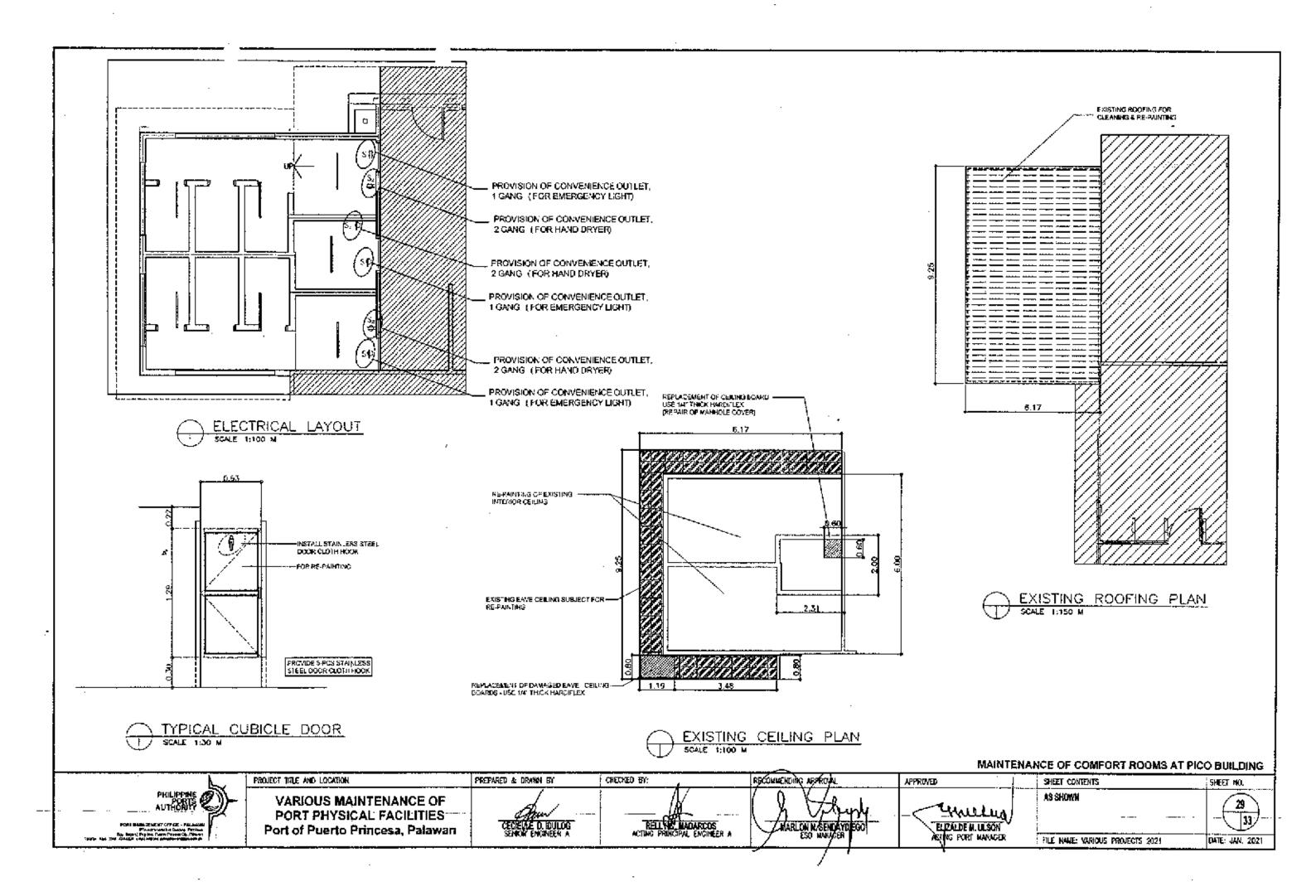
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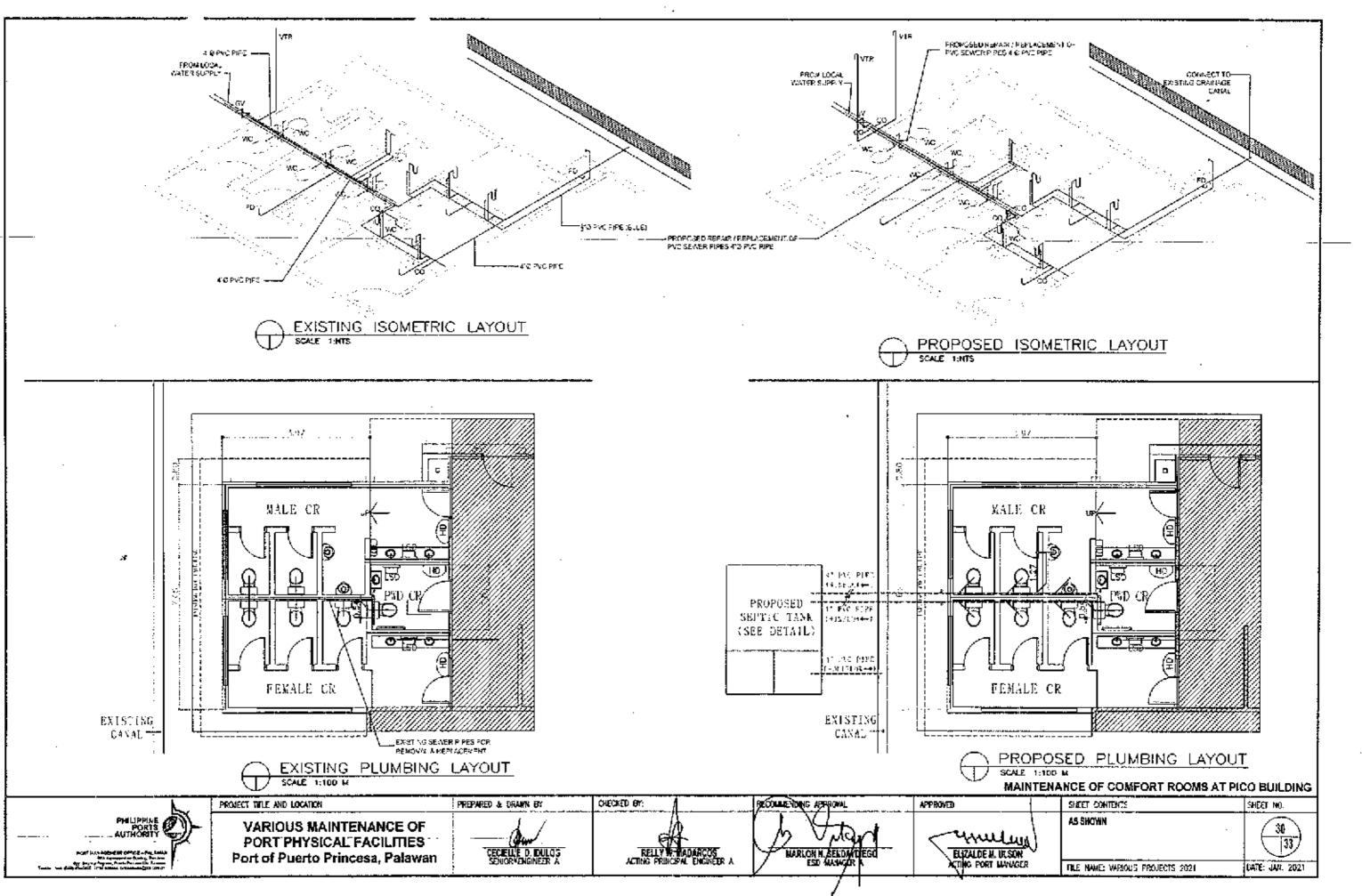
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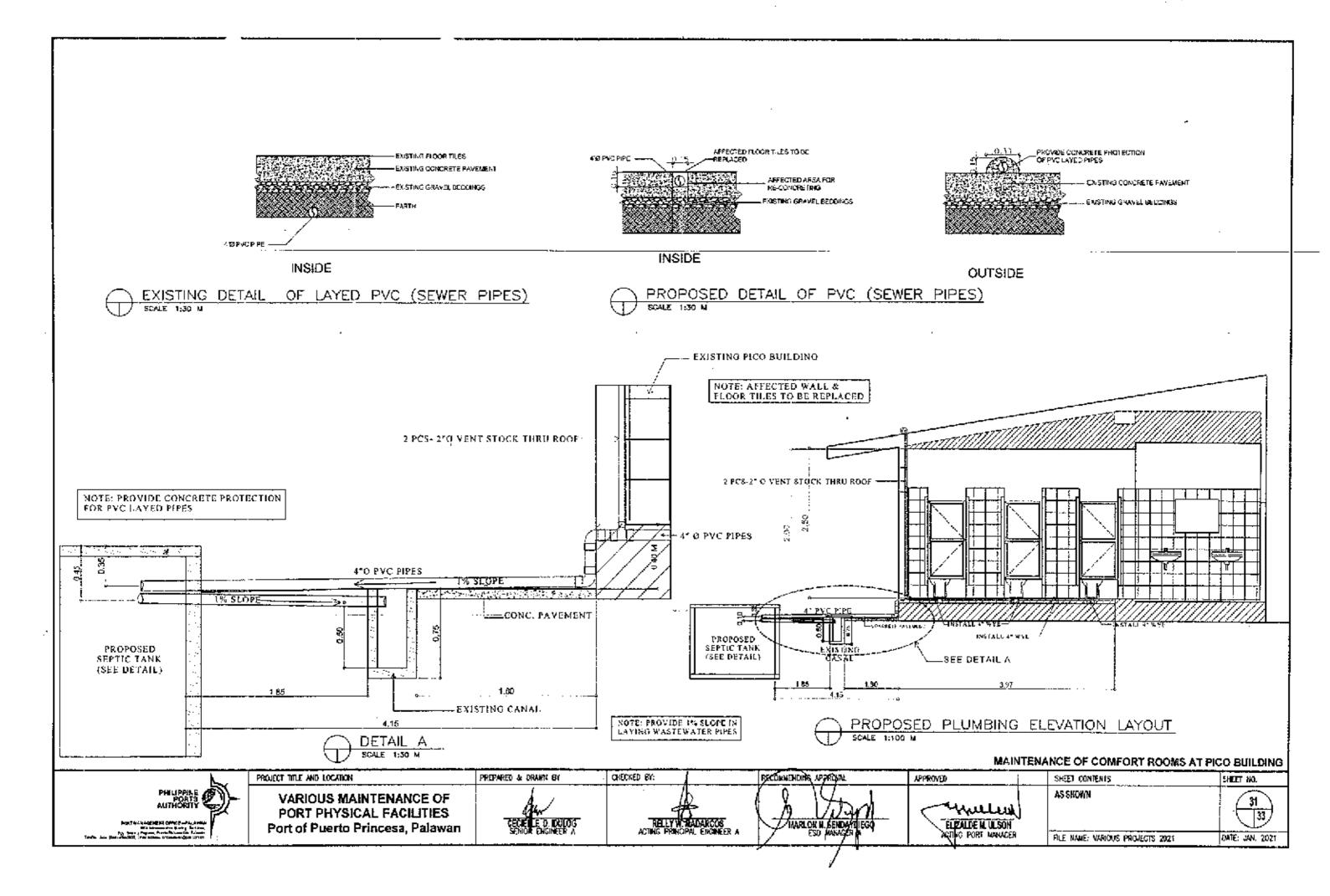


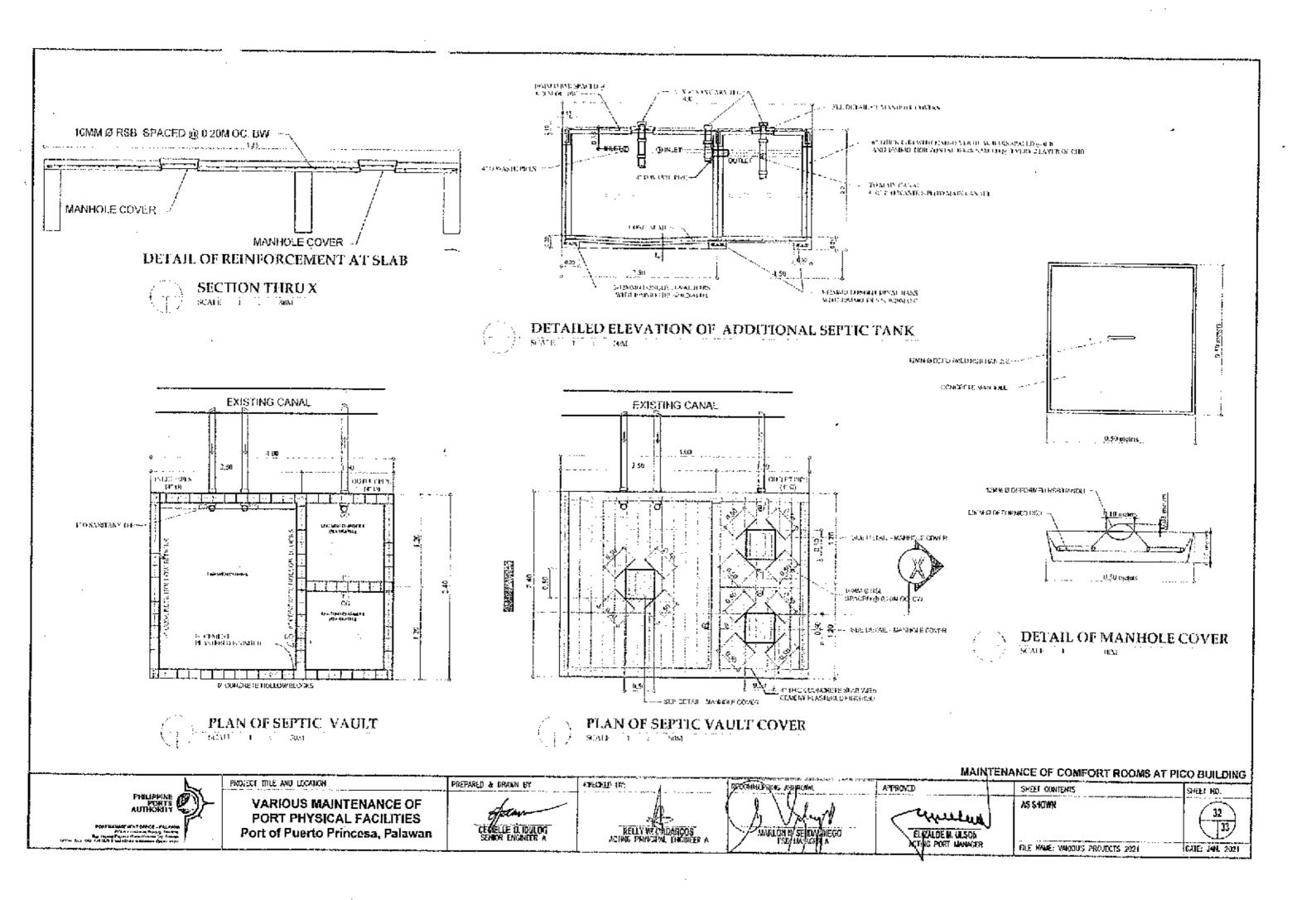


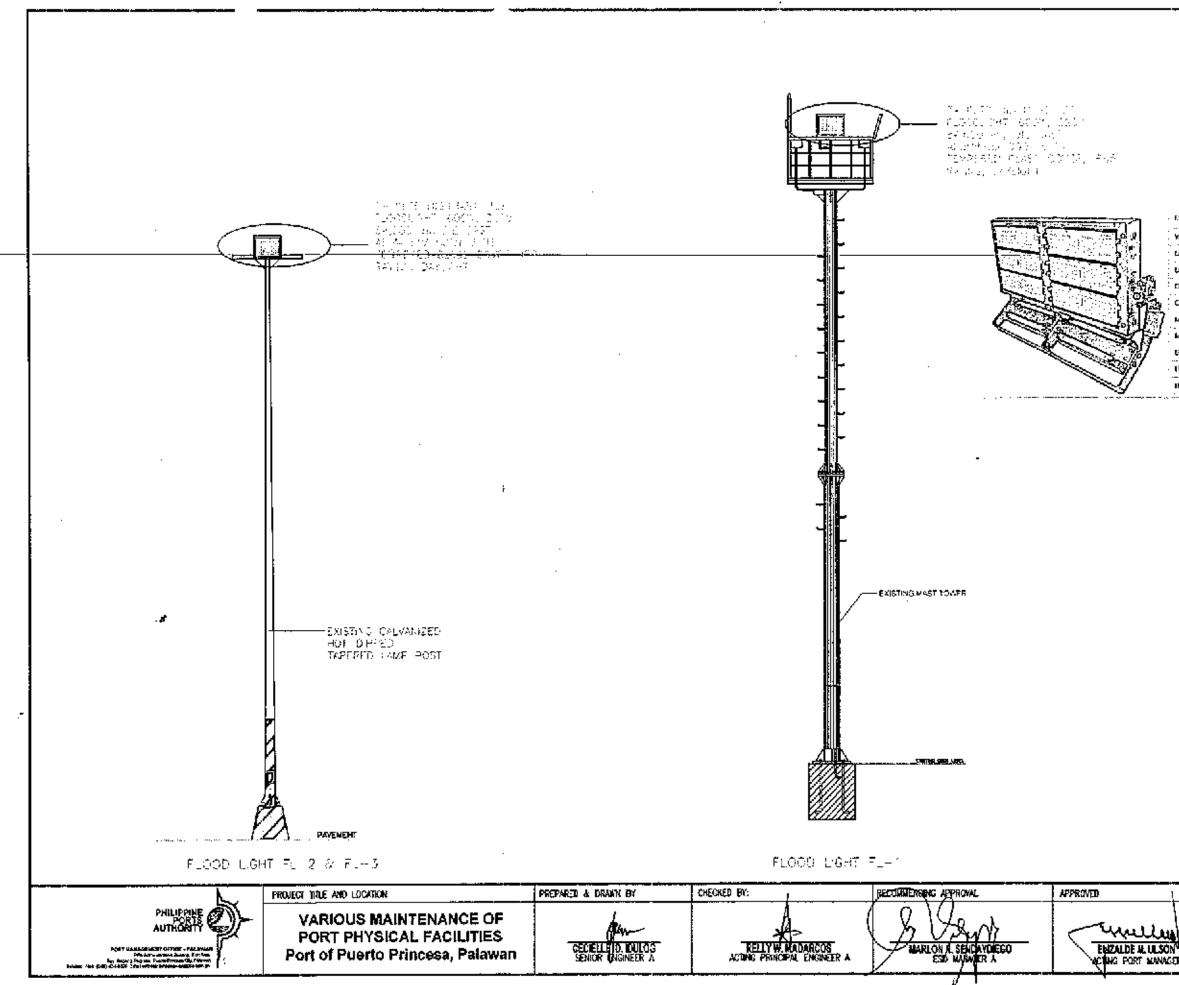












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Section VIII. Bill of Quantities

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SUMMARY OF BILL OF QUANTITIES VARIOUS MAINTENANCE OF PORT PHYSICAL FACILITIES

PORT OF PUERTO PRINCESA, PALAWAN

NO.	DESCRIPTION OF WORK	UNIT	QTY.	UNIT PRICE (Pesos)	AMOUNT (Pesos)
(1)	(2)	(3)	(4)	(5)	(4) x (5)
BILL NO. 1	Repainting of Steel Matting Fence and Gates along QMS Building	SQ.M.	184.21	P	P
BILL NO. II	Maintenance of Steel Matting Fence at the back of Baseport & PASS Buildings	LOT	1.00		
BILL NO. III	Repainting of Cyclone Wire Fence with Barbed Wire on top @ Recreational Area (Northwing)	SQ.M.	304.14		
BILL NO. IV	Maintenance of Reinforced Concrete Wall and Steel Grating Cover of Canal at Main Exit Gate	LOT	1.00		
BILL NO. V	Maintenance of Reinforced Concrete Wall and Steel Grating Cover of Canal Fronting Exit Door of PTB Building	LOT	1.00		
BILL NO. VI	Maintenance of Open Reinforced Concrete Canal and Provision of Manholes along PCG Office Building	LOT	1.00		
BILL NO. VII	Maintenance of Concrete Wall of Reinforced Concrete Canal at the Operational Area	LOT	1.00		
BILL NO. VIII	Maintenance of Concrete Cover of Drainage Canal at Southwings and Provision of Steel Barrier	LOT	1.00		
BILL NO. IX	Maintenance of Warehouse No. 2	LOT	1.00		
BILL NO. X	Maintenance of Baseport Terminal Building	LOT	1.00		
BILL NO. XI	Maintenance of CHB Fence at Back-Up Area, Northwing	LOT	1.00		
	Maintenance of Comfort Rooms at PICO Building	LOT	1. 0 0		
BILL NO. XIII	Maintenance of PortLights	UNITS	9.00		
			TOTAL FOR BILL	FOR THE CONTRACT	P

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. I 1.01	Repainting of Steel Matting Fence and Gates along QMS Building Cleaning & Repainting works	sq.m	184.21		
			T	OTAL FOR BILL NO. 1	

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NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. II	Maintenance of Steel Matting Fence at the back of Baseport & PASS Buildings				
2.01	Replacement of Damaged Flat Bars	l.m	67.47		
2.02	Repainting works	sq.m	134.77		
			T	OTAL FOR BILL NO. II	

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
	Repainting of Cyclone Wire Fence with Barbed Wire on top @ Recreational Area (Northwing)				
3.01	Re-tightening of Existing Barbed Wires, Cleaning and Repainting Works	sq.m	304.14		
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Bidder's Authorized Representative

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. IV	Maintenance of Reinforced Concrete Wall and Steel Grating Cover of Canal at Main Exit Gate				
4.01	Chipping & Demolition of Concrete Side Walling	cu.m	0.33		
4.02	Re-concreting of side wall	cu.m	0.33		
4.03	Repair of Steel Grating Cover	sq.m	0.04		
4.04	Declogging, Cleaning, and Disposal Works	cu.m	0.68		
		I	тс	DTAL FOR BILL NO. IV	

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. V	Maintenance of Reinforced Concrete Wall and Steel Grating Cover of Canal Fronting Exit Door of PTB Building				
5.01	Chipping & Demolition of concrete side walling	cu.m	0.66		
5.02	Re-concreting of side wall	cu.m	0.66		
5.03	Replacement of Steel Grating Cover	sq.m	2.52		
5.04	Declogging, Cleaning, and Disposal Works	cu.m	1.12		
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NO.		UNIT	QTY.	UNIT PRICE (Pesos)	AMOUNT (Pesos)	
(1) BILL NO. VI	(2) Maintenance of Open Reinforced Concrete Canal and Provision of Manholes along PCG Office Building	(3)	(4)	(5)	(4) x (5)	
6.01 6.02	Demolition & Excavation Works for the Provision of Manholes Concreting of Manhole Slab and Cover	cu.m	2.63 0.24			
6.03 6.04	Masonry works Declogging, Cleaning, and Disposal Works	sq.m cu.m	11.00 16. 6 9			
	TOTAL FOR BILL NO. VI					

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
DILL IVU. VII	Maintenance of Concrete Wall of Reinforced Concrete Canal at the Operational Area				
7.01	Chipping, Demolition, and Disposal of Concrete wall	cu.m	4.29		
	Re-concreting of sidewall	cu.m	4.29		
7.03	Declogging, Cleaning, and Disposal Works	cu.m	5.60		
<u></u>		<u>i</u> i	TC	TAL FOR BILL NO. VII	<u> </u>

BILL OF QUANTITIES <u>VARIOUS MAINTENANCE OF PORT PHYSICAL FACILITIES</u> PORT OF PUERTO PRINCESA, PALAWAN

NO.	DESCRIPTION OF WORK	UNIT	QTY.	UNIT PRICE (Pesos)	AMOUNT (Pesos)
(1) (2)		(3)	(4)	(5)	(4) x (5)
RIEL NO VIII	Maintenance of Concrete Cover of Drainage Canal at Southwings and Provision of Steel Barrier				
8.01	Repair of Damaged Canal Cover	cu.m	0.30		
8.02	Provision of Steel Barriers	l.m	186.76		
8.03	Declogging, Cleaning, and Disposal Works	cu.m	13.27		
			TO	TAL FOR BILL NO. VIII	· · · · · · · · · · · · · · · · · · ·

BILL OF QUANTITIES <u>VARIOUS MAINTENANCE OF PORT PHYSICAL FACILITIES</u> PORT OF PUERTO PRINCESA, PALAWAN

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
	Maintenance of Warehouse No. 2 Replacement of dilapidated Long Span (Rib-type) (0.60mm thick)				
9.01	Roofing with 0.83 m nominal width, Ridge roll (0.60mm thick), and Flashing (0.60mm thick)(Including re-arrangement of existing roof)	l.m	216.51		
9.02	Replacement of dilapidated Metallic Plastic (Twin Rib-type) Roofing with 0.80m nominal width	l.m	66.14		
		<u> </u>		DTAL FOR BILL NO. IX	

BILL OF QUANTITIES VARIOUS MAINTENANCE OF PORT PHYSICAL FACILITIES PORT OF PUERTO PRINCESA, PALAWAN

NO. (1)	DESCRIPTION OF WORK	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
10.01	Maintenance of Baseport Terminal Building Chipping & Removal of Existing Tiles Replacement of Floor Tiles (outdoor type tiles)	sq.m sq.m	1.41 1.41		
·····			1	TOTAL FOR BILL NO. X	·····

BILL OF QUANTITIES VARIOUS MAINTENANCE OF PORT PHYSICAL FACILITIES PORT OF PUERTO PRINCESA, PALAWAN

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. XI	Maintenance of CHB Fence at Back-Up Area, Northwing				
	Removal and Re-installation of existing Barbed Wire & steel supports,				
11.01	and Installation of barbed wires with support at end of fence	i.m	77.33		
11.02	Chipping Works	sq.m	21.78		
11.03	Extension of Columns and Provision of Lateral beams	cu.m	9.10		
11.04	Laying and Plastering of CHB	sq.m	120.23		
11.05	Painting Works	sq.m	566.20		
·····		ઝપતાન	500.20		
			тс	DTAL FOR BILL NO. XI	

BILL OF QUANTITIES <u>VARIOUS MAINTENANCE OF PORT PHYSICAL FACILITIES</u> PORT OF PUERTO PRINCESA, PALAWAN

NO.	DESCRIPTION OF WORK	UNIT	QTY.	UNIT PRICE (Pesos)	AMOUNT (Pesos)
(1)	(2)	(3)	(4)	(5)	(4) x (5)
BILL NO. XII	Maintenance of Comfort Rooms at PICO Building				
12.01	Chipping & Excavation of affected Floor & Wall tiles	cu.m	0.60		
	Replacement of Sewer PVC Pipe lines & fittings including reinstallation of fixtures	l.m	25.51		
12.03	Reconcreting of affected Flooring	cu.m	0.58		
12.04	Laying of affected Floor and Wall tiles	sq.m	3.12		
12.05	Repair of Ceiling board	sq.m	1.31		
12.06	Cleaning & Re-grouting of existing floor and wall tiles	sq.m	117.31		
12.07	Electrical Works	lot	1.00		
12.08	Replacement of Mirror, Door Hinges & Knob & Cloth hook	unit	10.00		
12.09	Repainting of existing external and internal concrete wall, extenal and internal ceiling board, including newly replaced ceiling boards	sq.m	426.50		
	Provision of New Septic Tank	cu.m	19.20		
	Cleaning and Disposal Works	cu.m	19.80		
		······································	TO	TAL FOR BILL NO. XII	

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BILL OF QUANTITIES VARIOUS MAINTENANCE OF PORT PHYSICAL FACILITIES PORT OF PUERTO PRINCESA, PALAWAN

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
	Maintenance of PortLights Replacement of Defective Floodlights and Wirings	UNIT	9.00		
:			TO1	AL FOR BILL NO. XIII	

BASIS OF PAYMENT FOR WORK ITEMS INCLUDED IN THE PROPOSAL

The work items included in the proposal including the basis of payment for each item are as follows:

The work items included in the proposal including the basis of payment for each item are as follows:

BILL NO. I - REPAINTING OF STEEL MATTING FENCE AND GATES ALONG QMS BUILDING

Item 1.01 Cleaning & Repainting Works

The quantity to be paid for shall be the actual area in square meters of cleaning and repainting works to be done in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

BILL NO. II - MAINTENANCE OF STEEL MATTING FENCE AT THE BACK OF BASEPORT AND PASS BUILDINGS

Item 2.01 Replacement of Damaged Flat Bars

The quantity to be paid for shall be the actual length in liner meters of damaged flat bars to be replaced in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 2.02 Repainting works

The quantity to be paid for shall be the actual area in square meters of repainting works to be done in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

BILL NO. III - REPAINTING OF CYCLONE WIRE FENCE WITH BARBED WIRE ON TOP @ RECREATIONAL AREA (NORTHWING)

Item 3.01 Re-tightening of Existing Barbed Wires and Cleaning and Repainting Works

The quantity to be paid for shall be the actual area in square meters of existing barbed wires to be re-tightened and cleaned and repainted in accordance with the specifications and as

shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

BILL NO. IV - MAINTENANCE OF REINFORCED CONCRETE WALL & STEEL GRATING COVER OF CANAL AT MAIN EXIT GATE

Item 4.01 Chipping and Demolition of Concrete Side Walling

The quantity to be paid for shall be the actual volume in cubic meters of concrete side walling to be chipped and demolished in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 4.02 Re-concreting of side wall

The quantity to be paid for shall be the actual volume in cubic meters of side wall to be reconcreted in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 4.03 Repair of Steel Grating Cover

The quantity to be paid for shall be the actual area in square meters of steel grating cover to be repaired in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 4.04 Declogging, Cleaning and Disposal Works

The quantity to be paid for shall be the actual volume in cubic meters of declogging, cleaning and disposal works to be done in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

BILL NO. V - MAINTENANCE OF REINFORCED CONCRETE WALL ANDSTEEL GRATING COVER OF CANAL FRONTING EXIT DOOR OF PTB BUILDING

Item 5.01 Chipping and Demolition of concrete side walling

The quantity to be paid for shall be the actual volume in cubic meters of concrete side walling to be chipped and demolished in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 5.02 Re-concreting of side wall

The quantity to be paid for shall be the actual volume in cubic meters of side wall to be reconcreted in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 5.03 Replacement of Steel Grating Cover

The quantity to be paid for shall be the actual area in square meters of steel grating cover to be replaced in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 5.04 Declogging, Cleaning and Disposal Works

The quantity to be paid for shall be the actual volume in cubic meters of declogging, cleaning and disposal works to be done in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

BILL NO. VI - MAINTENANCE OF OPEN REINFORCED CONCRETE CANAL AND PROVISION OF MANHOLES ALONG PCG OFFICE BUILDING

Item 6.01 Demolition & Excavation Works for the Provision of Manholes

The quantity to be paid for shall be the actual volume in cubic meters of demolition and excavation works to be done for the provision of manholes in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 6.02 Concreting of Manhole Slab and Cover

The quantity to be paid for shall be the actual volume in cubic meters of manhole slab and cover to be concreted in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 6.03 Masonry Works

The quantity to be paid for shall be the actual area in square meters of masonry works to be done in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 6.04 Declogging, Cleaning and Disposal Works

The quantity to be paid for shall be the actual volume in cubic meters of declogging, cleaning and disposal works to be done in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

BILL NO. VII - MAINTENANCE OF CONCRETE WALL OF REINFORCED CONCRETE CANAL AT THE OPERATIONAL AREA

Item 7.01 Chipping, Demolition and Disposal of Concrete wall

The quantity to be paid for shall be the actual volume in cubic meters of concrete wall to be chipped, demolished and disposed in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 7.02 Re-concreting of sidewall

The quantity to be paid for shall be the actual volume in cubic meters of sidewall to be reconcreted in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 7.03 Declogging, Cleaning and Disposal Works

The quantity to be paid for shall be the actual volume in cubic meters of declogging, cleaning and disposal works to be done in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

BILL NO. VIII - MAINTENANCE OF CONCRETE COVER OF DRAINAGE CANAL AT SOUTHWING AND PROVISON OF STEEL BARRIER

Item 8.01 Repair of Damaged Canal Cover

The quantity to be paid for shall be the actual volume in cubic meters of damaged canal cover to be repaired in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 8.02 Provision of Steel barriers

The quantity to be paid for shall be the actual length in linear meters of steel barriers to be provided in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 8.03 Declogging, Cleaning and Disposal Works

The quantity to be paid for shall be the actual volume in cubic meters of declogging, cleaning and disposal works to be done in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

BILL NO. IX - MAINTENANCE OF WAREHOUSE NO. 2

Item 9.01 Replacement of Long Span Roofing (Rib-type) (0.60mm thick) Roofing with 0.83m nominal width, Ridge Roll (0.60mm thick), and Flashing (0.60mm thick) (including re-arrangement of existing roof)

The quantity to be paid for shall be the actual length in linear meters of Long Span Roofing (Rib-type) (0.60mm thick) Roofing with 0.83m nominal width, Ridge Roll (0.60mm thick), and Flashing (0.60mm thick) (including re-arrangement of existing roof) to be replaced in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 9.02 Replacement of Dilapidated Metallic Plastic (Twin Rib-type) Roofing with 0.80 nominal width

The quantity to be paid for shall be the actual length in linear meters of dilapidated

metallic plastic (twin rib-type) roofing with 0.80m nominal width to be replaced in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

BILL NO. X - MAINTENANCE OF BASEPORT TERMINAL BUILDING

Item 10.01 Chipping and Removal of Existing Tiles

The quantity to be paid for shall be the actual area in square meters of existing tiles to be chipped and removed in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 10.02 Replacement of Floor Tiles (outdoor type tiles)

The quantity to be paid for shall be the actual area in square meters of floor tiles (outdoor type tiles) to be replaced in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

BILL NO. XI - MAINTENANCE OF CHB FENCE AT BACK-UP AREA, NORTHWING

Item 11.01 Removal and Re-installation of existing Barbed Wire & steel supports,

and Installation of barbed wires with support at end of fence

The quantity to be paid for shall be the actual length in linear meters of existing barbed wire and steel support to be removed and re-installed, and of barbed wires with support at end of fence to be installed in square meters of existing septic tank to be expanded at PICO Building in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 11.02 Chipping Works

The quantity to be paid for shall be the actual area in square meters of chipping works to be done in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 11.03 Extension of Columns and Provision of Lateral beams

The quantity to be paid for shall be the actual volume in cubic meters of columns to be extended and of lateral beams to be provided in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 11.04 Laying and Plastering of CHB

The quantity to be paid for shall be the actual area in square meters of CHB to be laid and plastered in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 11.05 Painting Works

The quantity to be paid for shall be the actual area in square meters of painting works to be done in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

BILL NO. XII - MAINTENANCE OF COMFORT ROOMS AT PICO BUILDING

Item 12.01 Chipping and Excavation of Affected Floor and Wall tiles

The quantity to be paid for shall be the actual area in square meters of affected floor and wall tiles to be chipped and excavated in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 12.02 Replacement of Sewer PVC Pipe lines and fittings Including re-installation of fixtures

The quantity to be paid for shall be the actual length in linear meters of sewer PVC pipe lines and fittings including re-installation of fixtures to be replaced in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 12.03 Reconcreting of affected Flooring

The quantity to be paid for shall be the actual volume in cubic meters of affected flooring to be re-concreted in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 12.04 Laying of affected Floor tiles and Wall tiles

The quantity to be paid for shall be the actual area in square meters of affected floor tiles and wall tiles to be laid in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 12.05 Repair of Ceiling

The quantity to be paid for shall be the actual area in square meters of ceiling board to be repaired in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 12.06 Cleaning & Re-grouting of existing floor and wall tiles

The quantity to be paid for shall be the actual area in square meters of existing floor and wall tiles to be cleaned and re-grouted in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 12.07 Electrical Works

The quantity to be paid for shall be the whole lot of electrical works to be done in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 12.08 Replacement of Mirror, Door Hinges & Knob & Cloth hook

The quantity to be paid for shall be the whole number in units of mirror, door hinges, & knob and cloth hook to be replaced in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 12.09 Repainting of existing external and internal concrete wall, external

and internal ceiling board, including newly replaced ceiling boards

The quantity to be paid for shall be the actual area in square meters of existing external and internal concrete wall, external and internal ceiling board, including newly replaced ceiling boards to be repainted in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 12.10 Provision of New Septic Tank

The quantity to be paid for shall be the actual volume in cubic meters of new septic tank to be provided in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 12.11 Cleaning and Disposal Works

The quantity to be paid for shall be the actual volume in cubic meters of cleaning and clearing works to be done in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

BILL NO. XIII - MAINTENANCE OF PORTLIGHTS

Item 13.01 Replacement of Defective Floodlights & Wirings

The quantity to be paid for shall be the whole number in units of defective floodlights and wirings to be replaced in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

MAY 1 S	5 2020		ONLIPPINE PORTS
ENGINE	ERING C	RCULAR NO. 2020	DATE MAY 2 6 2020
FOR	35	THE MANAGER, PCM ALL PORT MANAGER CONCERNED CONTR	ls

- FROM THE ASSISTANT GENERAL MANAGER. ENGINEERING OFFICE
- SUBJECT SAFETY GUIDELINES FOR THE IMPLEMENTATION OF 1 ALL PPA (CAPEX & RM) AND DOTr TOURISM AND SOCIAL REFORM PROJECTS DURING THE COVID-19 PUBLIC HEALTH CRISIS

Pursuant to the Proclamation No. 929, series of 2020 issued by President Rodrigo Roa Duterte, declaring a State of Calamity throughout the Philippines due to the Coronavirus Disease 2019 (COVID-19) and in view of the extended implementation of Enhanced Community Quarantine (ECQ) and General Community Quarantine (GCQ) in the identified areas, the following guidelines, in addition to the existing safety standards approved by the DOLE and also to the PPA Memorandum Circular No. 18-2020, are hereby directed to be implemented in all on-going PPA infrastructure projects including the DOTr Tourism and Social Reform projects:

- 1. Only persons from Twenty-One (21) to Fifty-Nine (59) years of age, without preexisting health conditions, such as, but not limited to immunodeficiency, comorbidities or other health risk and who did not come in contact with someone with COVID-19 shall be allowed to be included in the workforce for areas under ECQ and GCQ.
- 2. The Contractor shall provide for their personnel/workers the necessary welfare facilities and amenities, such as employees' quarters for board and lodging for the project area covered by the ECQ and GCQ, otherwise, prior to deployment, prescribed procedures shall be conducted at every instance of re-entry.
- 3. Adequate food, potable drinking water, disinfectants shall be made available by the Contractors for their in-house personnel/worker during the period of ECQ/GCQ.
- 4. Compliance to social distancing, proper hygiene and mandatory wearing of face masks and other protective personal equipment shall be ensured for all ongoing projects as precautionary measures to avoid and contain the spread of COVID-19 in the work place.

- 5. Field Offices, employees' quarters, bunkhouses and other common areas shall be maintained to ensure cleanliness and daily disinfection of said areas must be conducted accordingly.
- 6. Contractors shall provide disinfection facilities such as handwashing station, foot bath and others to be placed at various locations of all on-going projects.
- Contractors shall ensure that their projects are in compliance with the DOLE D.O. No. 13 series of 1998. Personnel and workers shall be provided with the supply of vitamins particularly Vitamin C and other over the counter medicines, quarantine facilities and oxygen tanks for emergency purposes.
- Safety Officer of the Contractor shall regularly conduct briefing on the information regarding COVID-19 construction protocols on top of other safety requirements.
- 9. As preventive measure, daily monitoring of the pre and post work health conditions of workers shall be undertaken by the Contractor's health/safety officer particularly the temperature, blood pressure and exposure monitoring. Personnel with symptoms relative to COVID-19 shall be immediately isolated and quarantined for fourteen (14) days and if necessary, brought to the DOH COVID-19 treatment facility under strict confidentiality/privacy.
- 10. Daily health monitoring report shall be prepared by the Safety Officer and to be submitted to the assigned PPA Project Engineer/Port Engineer.
- Proper protocols in accordance with the DTI and DOLE Interim Guidelines and the Local Government Unit policy on work place prevention and control of COVID-19 shall likewise be strictly observed.
- 12. Daily work activities shall be under strict monitoring by the Safety Officer to ensure compliance with safety standards and quarantine protocols.
- Sharing of construction and office equipment is discouraged. However, if it cannot be avoided, disinfection of equipment in between transfer shall be conducted.
- All materials and equipment brought inside the project site shall be disinfected, as much as possible.
- 15. Non-essential personnel, visitors and general public shall be restricted to enter the project site. All personnel entering the construction site premises on a temporary basis (e.g. Delivery truck drivers, inspectors, etc) shall be properly logged and checked for symptoms. Gatherings, liquors, and/or merry-making are strictly prohibited in the project site.

- PPA Port/Resident Engineer shall ensure strict compliance to DOLE D.O. No.
 13, series of 1998 and implementation of the mentioned COVID -19 precautionary measures in the work place.
- 17. Clustered and staggered deployment of employees within the construction site shall be observed to minimize personnel contact.
- 18. Contractors shall submit to the implementing unit the inventory of work activities including the proposed sequencing of activities to be followed and undertaken to comply to the required social distancing. Break times shall be conducted in a staggered manner.

For strict compliance.

CONSTANTE T. FARIÑAS, JR.

Section IX. Checklist of Technical and Financial Documents

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Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); (a) or
- Registration certificate from Securities and Exchange Commission (SEC), **(b)** Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document: and
- Mayor's or Business permit issued by the city or municipality where the (c) principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- **(f)** Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; and
- Philippine Contractors Accreditation Board (PCAB) License; (g)
 - Special PCAB License in case of Joint Ventures;

and registration for the type and cost of the contract to be bid; and

Original copy of Bid Security. If in the form of a Surety Bond, submit also a (h)certification issued by the Insurance Commission;

Original copy of Notarized Bid Securing Declaration; and

- (i) Project Requirements, which shall include the following:
- Organizational chart for the contract to be bid; a
- b. List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data:
 - C. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; and
- **(i)** Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (k) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the 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; and
- (I) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

(m) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

(n) Original of duly signed and accomplished Financial Bid Form; and

Other documentary requirements under RA No. 9184

- (o) Original of duly signed Bid Prices in the Bill of Quantities; and
- (p) Duly accomplished Detailed Estimates Form, including a summary shee indicating the unit prices of construction materials, labor rates, and equipmen rentals used in coming up with the Bid; <u>and</u>
- (q) Cash Flow by Quarter.

Section X. Bidding Form

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. :

To: Philippine Ports Authority PMO Palawan Port Area, Bgy. Bagong Pag-asa, Puerto Princesa City, Palawan

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers ______, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: [insert name of contract];
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is:_____;
- **d**. The discounts offered and the methodology for their application are:______;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. 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;
- i. 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
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. 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 [Name of Project] of the [Name of the Procuring Entity].
- I. We acknowledge that failure to sign each and every page of this Bid Form, including

¹ currently based on GPPB Resolution No. 09-2020

the Bill of Quantities, shall be a ground for the rejection of our bid.

.....

Name: _____

. . . .

Legal Capacity: _____

Signature:

Duly authorized to sign the Bid for and 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 ^{a]} [1]	Owner's Name, Address, and Telephone Nos.	Nature/ Scope of Work b]	Contractor' s Role (in percentage) c] [3]	Total Contract Value at Award			Date of Award [5]	ard Outstanding ted Connact Works Time % of J of Accomplishment dl		rd Outstanding ted Works Time % of of Accomplictment	% of		ct Duration		
		[2]			Completion	Value to Present Prices						Planned	Actual	Start	Completed
a) Government Contracts/Projects															
i, On-going															
ii. Awarded but not yet started													667.4		
) Private Contracts/Projects j. 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.

a) 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 surrency other than the Philipping P

) Indicate the FOREX used if Contract Value is expressed in a currency other than the Philippine Peso. Specify the "Escalation Factor" used to escalate the Contract Value from Completion date to the advertisement date of the Invitation to Bid per section 23.11.2(3) of R.A. 9184.

5) State month and Year.

This Statement shall be supported by:

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

Name of Firm/Applicant

Authorized Signing Official

Date

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

				Total Contract Value (in Pesos)			Contract Duration el	
Name of the Contract or Title of the Project ^{a]} [1]	-	Nature/Scope of Work ^{b]} [3]	Contractor's Role (in percentage) ^{c]} [4]	at Project Completion [5]	at Adjusted Value to Present Prices ^{d]} [6]	Date of Award ^{el} [7]	Start [8]	Completed [9]

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 (50%) of the ABC to be bid.

2. The 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

Constructor's 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 Categories of Work [1]	Unit of Measure [3]	Quantity [4]	Title of the Project	Unit of Measure	Quantity
1. CONCRETE WORKS	Cu.m.	18.85			
2. MASONRY WORKS	Sq.m.	67.88			
3. PORT LIGHTING	Units	5.00	· , , ,		
4. ROOFING WORKS	Cu.m.	141.33	····		
5. PAINTING WORKS	Sq.m.	403.96			

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 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

FINANCIAL DATA AND REQUIREMENTS

A. The prospective bidder's audited Financial Statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "RECEIVED" by 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.

	[2]
	Year :
ies	
ipital (2-4)	
i	es

- B. The computation of the bidders Net Financial Contracting Capacity (NFCC) must be at least equal to the approved budget for the contract to be bid, computed based on the above data, using the following formula:
- **NFCC =** [(current assets current liabilities) (15)] *minus* the value of all outstanding or uncompleted portions of the project 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 Prospective Bidder-Firm

Signature over Printed Name of Authorized Signing Official

Designation

Date: _____

NOTE : If prospective bidder is a Partnership or Joint Venture, each member-firm of the Joint Venture shall submit separate financial statements.

KEY PERSONNEL TO BE ASSIGNED TO THE CONTRACT TO BE BID

Following are the key personnel that I will assign to the project if awarded the contract. Attached are their qualification and experience data and certified true copies of their PRC

Name of Contract to be Bid; ______

1. NAME	Project Manager [1]	Project Engineer [2]	Materials Engineer [3]	Foreman [4]	Construction Safety and Health Officer [5]
2. ADDRESS					
3. DATE OF BIRTH					
4. CITIZENSHIP					
5. CIVIL STATUS					
6. EDUCATION					
ELEMENTARY Name and Location of School Year Graduated					
HIGH SCHOOL					
Name and Location of School Year Graduated					
COLLEGE					
Name and Location of School Year Graduated					
7. PRC LICENSE No.					
8. TIN (Tax Identification No.)					
9. SSS No.					
	<u> </u>				

Name of Prospective Bidder-Firm

Signature over Printed Name of Authorized Signing Official

Date

Designation Project Engineer and Certificate of Training for the Construction Safety and Health Officer issued by the DOLE Accredited Training. Failure to attach the said documents is ground for disqualification.

6

BIODATA OF (Position of Key Personnel)

[Give detailed information of the Key Personnel who are assigned as full-time Project Manager, Project Engineer, Materials Engineer and Foreman for the project to be bid. Each Key Personnel must fill-up this form.]

1.	Name	:	
2.	Date of Birth	:	
3.	Nationality	:	
4.	Education and Degrees	:	
5.	Specialty	:	
6.	Registration	:	
7.	Length of Service with the Firm	:	Years, from (month) (year) to (month) (year)
8.	Total Years of Experience employment :	inci	uding previous

9. If Item 7 is less than ten (10) years, give name and length of service with previous employers for a ten (10)-year period (attached additional sheet/s if necessary) :

Name and Address of Employer	Length of Service
	year(s), from to

10. Experience: (see next page)

(Continuation)

10. Experience: (This should cover the past ten (10) years of experience. Attached as many pages as necessary to show involvement of personnel in the projects using the format below.)

Name of Company/Firm	Name and Address of Owner of Company/Firm	Indicate the features of project (particulars of the project components and any other particular interest connected	Contract Amount (in Philippine Currency)	t (in Position Structures for whice ine employee/ personne		Assignment Period	
		with the project)				From	То

(Name and Signature of Employee/Personnel)

It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

(Place and Date)

(Signature Over Printed Name of Authorized Signatory of the Bidder-Firm)

Designation

EQUIPMENT PLEDGED TO THE CONTRACT TO BE BID

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

Name of Contract to be Bid :

	DESCRIPTION (Type, Model, Make) [1]	No. of Each [2]	YEAR OF MANUFACTURE [3]	OWNED/LEASED/ UNDER PURCHASE AGREEMENT ^{a]} [4]	CAPACITY PERFORMANCE [5]	MOTOR NO./ BODY NO. [6]	CONDITION [7]	PRESENT LOCATION [8]
(#	space is not enough, reproduce	/xerox this For	m.)					

Name of Bidder-Firm

(Signature Over Printed Name of Authorized Signatory of the Bidder-Firm)

Date

Designation

NOTE:

1. Attached notarized Certificate of Availability of Equipments Units from:

a) Bidder - for equipment units owned by the bidder;

b) Lessor - for equipment units under lease;

c) Vendor - for equipment units under purchase agreement.

Failure to attach the aforementioned notarized certificate(s) is ground for disqualification of the bidder's bid.

CERTIFICATION OF AVAILABILITY OF EQUIPMENT

This is to certify that I have the following owned equipment units which shall be used exclusively for the duration of the project _____ (name of contract to be bid)____

if awarded the contract, to wit:

No. of Units Name/Description of Equipment Performance Capacity

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 2021 at _____, Philippines.

> (Signature over printed name of Bidder) (Position/Designation in the Company) (Name of Company of Bidder) Affiant

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this _____ day of ______, 20___, affiant exhibiting to me his/her Community Tax Certificate No. ______issued on ______ at _____ , Philippines.

Doc. No.	_
Page No.	
Book No.	
Series of	<u> </u>

NOTARY PUBLIC

CERTIFICATION OF AVAILABILITY OF EQUIPMENT

This is to certify that I have the following owned equipment units which are available for lease to (name of bidder)							
and which sha	all be exclusively used for the duratic contract to be bid)	on of the project <u>(nar</u>	ne of , to wit:				
<u>No. of Units</u>	Name/Description of Equipment	Performance Capacity	<u>Rental/Day</u>				

The undersigned shall execute with ______ (name of bidder) the corresponding contract of lease for the above-mentioned equipment upon award of the contract to the latter.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of ______ 2017 at _____, Philippines

> (Signature over printed name of Lessor) (Position/Designation in the Company) (Name of Lessor's Affiant

CONFORME:

(Signature over printed name of Bidder) (Position/Designation in the Company) (Name of Bidd er's Co

ACKNOWLEDGEMENT

SUBSCRII exhibiting	BED to	ANE me) SWOR his/her	N to before n Community at	Tax	Certificate	of No.	Philippines.	_, 20, afi issued	
Doc. No. Page No. Book No. Series of							NOT	ARY PUBLIC		

CERTIFICATION OF AVAILABILITY OF EQUIPMENT

This is to certify that I have the following owned equipment units which are available for sale to/purchase by ______ (name of bidder)______ and which shall be exclusively used for the duration of the project ______ (name of ______, to wit:

No. of Units Name/Description of Equipment Performance Capacity Amount

The undersigned shall execute with _______ (name of bidder) the corresponding purchase agreement/deed of sale for the above-mentioned equipment upon award of the contract to the latter.

IN WITNESS WHEREOF, I have hereunto set my had this _____ day _____ 2021 at _____, Philippines.

> (Signature over printed name of Vendor) (Position/Designation in the Company) (Name of Vendor)

> > Affiant

CONFORME:

(Signature over printed name of Bidder) (Position /Designation in the Company) (Name_of_Bidder)

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this day of, 20, affiant exhibiting to me his/her Community Tax Certificate Noissued onissued on

Doc. No.	
Page No.	
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Series of	

NOTARY PUBLIC

CONTRACT OF LEASE OF EQUIPMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this ______ in _____ by and between:

_____, a company duly organized and existing under and by the virtue of Laws of the Republic of the Philippines, with Postal address at ______; represented in this Act by its President / General Manager, ______ hereinafter referred to as the LESSOR.

- A N D -

_____, a company duly organized and existing under and by the virtue of Laws of the Republic of the Philippines, with Postal address at ______; represented in this Act by its President / General Manager, ______ hereinafter referred to as the LESSEE.

WITHNESSETH

Whereas, the Lessor represents that it is the Owner/Legal possessor of below described construction equipment hereinafter referred to as the EQUIPMENT.

Whereas, the LESSEE being engaged in the construction activities, is in need of the EQUIPMENT and has satisfied himself that the same is suitable for the proposed project:

Whereas, on offer and acceptance made by one to the other, the parties hereby agree to execute the Contract of Lease of Equipment under the terms and conditions set forth;

Whereas, the Contract of Lease of Equipment shall be executed after the award of the above-mentioned project to the LESSEE and the contract shall be in effect until such time that the contractor is authorized by the Philippine Ports Authority to pull out the said equipment.

Now, therefore, for and in consideration of the foregoing premises, the LESSOR hereby leases and the LESSEE accepts the lease of the following EQUIPMENT, to wit :

DESCRIPTION	PERFORMANCE CAPACITY	RATE PER HOUR (Php) or RATE PER DAY
•		

TERMS AND CONDITIONS:

- 1. In case wherein the equipment is utilized below two (2) hours (or days), a minimum of one (1) hour (or day) per day shall be charged to the LESSEE.
- 2. Lease contract shall commence when the equipment leaves the LESSOR'S yard and shall terminate upon the return of the equipment by the LESSEE to the LESSOR'S yard.
- 3. LESSEE shall pick-up the equipment and its operators at LESSOR'S yard. Upon termination of works, the lessee shall demobilize all units within one week. LESSEE shall

pay for each unit an equivalent of one (1) hour (or day) rental for every day of delayed demobilization.

- 4. Fuel, oil and lubricants to be supplied by the LESSEE but for the account of the LESSOR.
- 5. The equipment and accessories contracted shall be under the supervision and responsibility for the safekeeping and scope of work of the equipment and accessories or as required by the LESSOR.
- 6. Equipment operator(s), mechanics and servicemen shall be provided by and for the account of the LESSOR.
- 7. MOBILIZATION, provided for LESSEE'S account, per equipment hour (or day) basis.
- 8. DEMOBILIZATION, for LESSEE'S account, per equipment hour (or day) basis.

IN WITNESS THEREFORE, both parties agreed and hereto have subscribed their names:

LESSOR:

LESSEE:

by:_____

by: _____

WITNESSED BY:

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

ACKNOWLEDGEMENT

BEFORE ME, A NOTARY PUBLIC, personally appeared the following persons:

are known to me to be the same persons who executed and signed the foregoing CONTRACT OF LEASE OF EQUIPMENT, acknowledged to me that the same are their true and voluntary act and deed of the company they each represent.

WITNESS MY HAND AND NOTARIAL SEAL on this ______ at _____ at

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

NOTARY PUBLIC

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

AFFIDAVIT

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

1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[If a sole proprietorship:] 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 the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] 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 the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, 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, <u>by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;</u>
- 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. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the 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;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the 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;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the 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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 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.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.
- IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of ____, 20____ at ____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Bid Securing Declaration Form [shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION Project Identification No.: [Insert number]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We 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 procurement 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 the 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 No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We 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/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of [month] [year] at [place of execution].

> [Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVEJ [Insert signatory's legal capacity] Affiant

[Jurat] [Format shall be based on the latest Rules on Notarial Practice]

CONSTRUCTION METHODOLOGY

Name of Project	:	
Proposed Project Description	:	
Location	:	

MINIMUM SCOPE OF CONSTRUCTION METHODOLOGY

- 1. Repainting of steel matting fence and gates along QMS Building
- 2. Maintenance of steel matting Fence at the back of Baseport & PASS Building
- 3. Repainting of cyclone wire fence with barbed wire on top at recreational area
- 4. Maintenance of reinforced concrete wall and steel grating cover of canal at Main exit gate
- 5. Maintenance of reinforced concrete wall and steel grating cover of canal fronting exit door at PTB Building
- 6. Maintenance of open reinforced concrete canal and provision manholes along PCG Office Building
- 7. Maintenance of concrete wall of reinforced concrete canal at the operational area
- 8. Maintenance of concrete cover of drainage canal at Southwing and provision of steel barrier
- 9. Maintenance of warehouse
- 10. Maintenance of Baseport Terminal Building
- 11. Maintenance of CHB Fence at Back-up Area at Northwing
- 12. Maintenance of comfort rooms at PICO Building
- 13. Maintenance of port lights

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.

MANPOWER SCHEDULE

MANPOWER	:					C	ONT	TR/	CT	DU	RAT	ION	I (_ Ca	Ilenc	lar C	ays)			
(Minimum)			·									MON	ITH	LY								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Project Manager					1.	1		1			1		·									
Project Engineer					1															<u> </u>		
Materials Engineer II					†	1	 															
Construction Safety & Health Officer																						
Specify other a	appl	lical	ble	pos	sitio	ns,	ie.:															
-Carpenter		1	-			ľ														•		
-Steelman			-	1									· · · ·			1						
-Mason	—					1					1											i
-Electrician		1		1																		
-Rigger			+	†				1							· · ·							
-Others					<u> </u>	1																

EQUIPMENT UTILIZATION SCHEDULE

Name of Project	1	
Proposed Project Description	:	
Location	:	

EQUIPMENT	No.					C	:01	NTF	RAC	T	DUF	RAT	ION	(_ C	alen	dar	Day	s)			
(Minimum)	of											٨	ION	ITH	LY					·····			
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CASHFLOW BY QUARTER AND PAYMENT SCHEDULE

Name of Project	:	
Proposed Project Description	:	
Location	:	

Project Duration (days of months)	Payment Schedule (Monthly, in Pesos)	Cash Flow (Quarterly, in Pesos)
TOTAL		

NOTES:

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

Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)

[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the "Entity") and *[name and address of Contractor]* (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute [name and identification number of contract] (hereinafter called "the Works") and the Entity has accepted the Bid for [contract price in words and figures in specified currency] by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz*.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - III. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - **b.** Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. <u>Winning bidder agrees that</u> additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

[Insert Name and Signature]

for:

[Insert Procuring Entity]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for:

[Insert Name of Supplier]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between:

, O	f legal age, (civil status), Owner/Proprietor/
General Manager/President of	(business name of JV partner #1)
with business address at	

- and -

_____, of legal age, (<u>civil status</u>), Owner/Proprietor/ General Manager/President of (<u>business name of JV partner #2</u>) with business address at _____.

WITNESSETH:

1. That both parties agree to join together their capital, manpower, equipment, work experience and other resources and efforts to enable the Joint Venture to participate in the Eligibility Check, Bidding and Undertaking of the hereunder stated Contract of the *Philippine Ports Authority – PMO Palawan*:

(complete name/title of the contract to be bid)

- 2. That <u>(business name of JV partner #1)</u> shall contribute _____% and <u>(business name of JV partner #2)</u> shall contribute _____% of the logistics requirements of the Contract and the Joint Venture shall share the profit or loss on a ______ ratio;
- That (business name of JV partner #1) and (business name of JV partner #2) shall assume joint and several responsibilities for the satisfactory performance of the Contract and the parties shall be jointly and severally liable to the Philippine Ports Authority – Head Office for all the obligations arising under the Contract;
- 4. That in case one of the parties declares bankruptcy or becomes insolvent, the remaining Joint Venture partner shall assume full responsibilities to undertake any correction works covered by the warranty;
- 5. That both parties agree that <u>(name of Authorized Managing Officer)</u> shall be the Official Representative and the Authorized Managing Officer and therefore the authorized signatory of the Joint Venture and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said Contract, as fully and effectively as the Joint Venture may do as if personally present with full power of substitution and revocation.

1. "

- 6. That the Joint Venture shall be known as _____ with business address at
- 7. That this Joint Venture Agreement shall remain in effect only for the above-stated Contract until terminated by both parties.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of ______ 20_____ at ______, Philippines.

(BUSINESS NAME OF JV PARTNER #1) (BUSINESS NAME OF JV PARTNER #2)

BY: ______(Proprietor/Gen. Mgr./President)

WITNESSES

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)) S.S

BEFORE ME, a Notary Public, for and in _____, Philippines personally appeared:

Comm. Tax Cert. No. Date Issued Place of Issue

who are known to me and to me known to be the same persons who executed the foregoing JOINT VENTURE AGREEMENT and acknowledged to me that the same are their free and voluntary act and deed as well as the companies they represent. This agreement, consisting of two (2) pages including this page where the acknowledgment is written, have been signed by the parties and their instrumental witnesses in each and every page hereof.

WITNESS MY HAND AND SEAL on this _____ day of _____, 20____ at the place written above.

Doc. No	
Page No.	NOTARY PUBLIC
Book No.	
Series of	